



## **Collective Agreement**

**Between**

**The International Brotherhood of Electrical Workers – Local 435**

**And**

**Servo Electronics Systems LTD.**

**July 1, 2017 – June 30, 2020**

# Agreement

This Agreement made and entered into this the 16th day of January, 2019

by and between:

SERVO ELECTRONICS SYSTEMS LIMITED

(hereinafter referred to as "THE EMPLOYER")

and

THE INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS - LOCAL 435

(hereinafter referred to as "THE UNION")

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\* Denotes changes to previous Collective Agreement.

## **ARTICLE 1 - UNION RECOGNITION**

1.01 The Employer hereby recognizes Local Union 435 of the International Brotherhood of Electrical Workers as the exclusive bargaining agent for such employees of the Company as are defined in Certificate MLB-2741.

1.02 Local Union 435 of the International Brotherhood of Electrical Workers has jurisdiction over the work in connection with installation of Communication equipment (see Appendix).

1.03 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 himself/herself and to provide the employees with a copy of the Collective Agreement. All arrangements for meetings with new employees shall be made through Servo Supervisors.

## **ARTICLE 2 - UNION SECURITY & CHECK-OFF**

2.01 The Employer 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 his or her credit during the regular deduction period, the responsibility for collection of dues for such period rests solely with the Union. It is also mutually agreed that for the Installers and Service Technicians who might work more than 8 hours in a day the amount of dues to be deducted will be calculated on a daily maximum of 8 hours.

2.02 In consideration of this deduction and forwarding service by the Employer, the Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of or resulting from the collection and forwarding of these dues.

## **ARTICLE 3 - RIGHTS OF THE PARTIES**

3.01 The Employer 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 its rights to hire, suspend, or discharge employees for proper cause; or to relieve employees from duty because of lack of work, to schedule or reschedule its operations when in his sole discretion it may deem it advisable to do so; providing that any claim by the Union that these rights are exercised contrary to the terms of this agreement shall be considered a grievance and will be dealt with in accordance with the terms of this agreement.

3.02 The Union has all rights which are specified in the subsequent provisions of this agreement and retains all rights granted by Law.

#### **ARTICLE 4 - STRIKES & LOCKOUTS**

4.01 The parties to this Agreement agree that no strike will be called by the Union or no lockout caused by the Employer during the term of this Agreement.

4.02 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 legal picket line.

#### **ARTICLE 5 - NO DISCRIMINATION**

5.01 The Employer or the Union shall not discriminate against any person in regard to that persons race, national origin, colour, age, gender or their membership or non-membership in the Union, or because the person has made a complaint or given information with respect to an alleged failure to comply with the provisions of this Agreement.

#### **ARTICLE 6 - GRIEVANCE PROCEDURE**

6.01 Any differences arising between the parties bound by this agreement concerning its interpretation, application, operation or any alleged violation thereof, including any difference arising from the dismissal or suspension of any employee, shall be finally and conclusively settled without stoppage of work as hereinafter provided.

6.02

- a) Either party may initiate grievances with the procedure to be pursued as expeditiously as possible.
- b) Grievances initiated by the Employer or the Union will commence at stage 3 of the grievance procedure.
- c) The time limits specified in the grievance procedure may be extended by mutual consent of the parties to the agreement.
- d) A grievance shall be submitted within thirty (30) calendar days from the time the employee(s) and/or the Union receives knowledge of the alleged infraction.

### 6.03

#### Stage 1

The Employee involved, preferably with the Shop Steward, will first take up the matter with his Foreman or Supervisor directly in charge of the work.

#### Stage 2

Failing resolution at Stage 1, Union Representatives and the Employer's Representatives will discuss and, if possible, settle the matter.

#### Stage 3

Failing resolution at Stage 2 within five (5) days, the grievance shall be set out in writing by the grieving party and referred to the other party and they shall forthwith confer upon the matter.

#### Stage 4

Failing resolution at Stage 3 within seven (7) days or such longer time as the parties agree to, then it may be referred to an Arbitration Board of three (3) persons.

6.04 Failure to proceed with any further stage of the grievance procedure shall result in the grievance being considered abandoned.

## ARTICLE 7 - ARBITRATION

### 7.01

- a) The party desiring arbitration shall appoint a member for the Board and shall notify the other party in writing of its appointment and particulars of the matter in dispute.
- b) The party receiving the notice shall within five (5) days thereafter appoint a member for the Board and notify the other party of its appointment.
- c) The two (2) arbitrators so appointed shall confer to select a third person to be Chairman and failing for five (5) days from the appointment of the second of them to agree upon a person willing to act, either of them may apply to the Minister of Labour to appoint such third member.

7.02 The Arbitration Board shall sit, hear the parties, settle the terms of the question to be arbitrated, and make its award within ten (10) days from the date of the appointment of the Chairman, provided the time may be extended by agreement of the parties. The Board shall deliver its award in writing to each of the parties and the award of a majority of the Board shall be the award of the Board and shall be final and binding upon the parties and they shall carry it out forthwith.

7.03 Each party shall pay its own costs and expenses of arbitration, the remuneration and disbursements of the appointee to the Board and one-half the compensation and expenses of the Chairman and of stenographic and other expenses of the Arbitration Board.

7.04 The Arbitration Board shall not be authorized to render any decision inconsistent with the terms of this Agreement, nor shall he alter, add to, or amend any of its provisions. He shall, however, have the right to make a just and equitable award.

7.05 Should any part thereof or any provisions herein contained be rendered invalid by reason of existing or subsequently enacted legislation, or by a decree of a Court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and such remaining portions shall continue in full force and effect.

## **ARTICLE 8 - HOURS OF WORK, OVERTIME, AND CALL-OUTS**

### **8.01 HOURS OF WORK**

a) Eight (8) hours shall constitute a day's work and forty (40) hours shall normally constitute a week's work. Installation Department normal hours of operation are Monday to Saturday 8am to 8pm. The jobs will be distributed as fairly and equitably as possible among all installers.

b) ) Non-standard working hours may only be assigned outside the normal hours of operation if agreed to in advance by an installer.

### **8.02 OVERTIME**

a) All time worked over 80 hours in a 2 week period 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) 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 technician is called.

d) Overtime will be as evenly distributed as practicable, and is voluntary.

### **8.03 CALL-OUTS**

An employee called out to work outside his regular working hours will be paid from the time of the call-out until returning home, with a minimum of two hours at the appropriate overtime rates of pay.

#### 8.04 CHANGE IN HOURS OF WORK

- a) When working conditions on certain jobs restrict work being performed during regular working hours it is agreed that the regular hours of work may be changed to allow eight hours of work to be done outside the regular hours of work for straight time rates. When the change in hours results in working into the night and the Employee has to report for 8am the same day for his/her next shift, a change in start time for said shift can be discussed and approved by the Manager to allow a proper rest time.
- b) Employees affected by the foregoing will be notified 48 hours prior, where possible, of the change in hours of work.

#### 8.05 STANDBY

Technicians may be required to be on a 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 his/her regular working hours, they 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 technician is called.

If a technician works on an after-hours call over the phone and such call or multiple calls throughout the 24 hour period equate to 30 minutes or more, then actual time will be paid at the overtime rate. Any calls below 30 minutes will not be charged.

For technicians who use their personal vehicles and are assigned to Standby, additional mileage rates as set out in Article 16.03 shall be booked for all mileage associated with a Standby call out.

The rotation for Standby will not be more than one rotation every three weeks per Employee. All qualified technicians will participate in the Standby Program.

### ARTICLE 9 - STATUTORY HOLIDAYS

9.01 The following days shall be recognized as paid Statutory Holidays by the employer:

New Years Day	Civic Holiday	Christmas Day
Good Friday	Labour Day	Boxing Day
Victoria Day	Thanksgiving Day	Louis Riel Day
Canada Day	Remembrance Day	

9.02 Employees required to work on a Statutory Holiday will be paid 150% of the straight time in addition to their holiday pay.



9.03 When any of the above noted recognized holiday falls on a Saturday or Sunday and is not proclaimed as being observed on some other day, the preceding Friday or the following Monday as designated by the employer shall be recognized as the holiday.

9.04 The holiday shall be from midnight to midnight on the day designated as the holiday.

9.05 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.

## **ARTICLE 10 - VACATIONS**

### **10.01**

a) Employees with less than one (1) year service shall receive vacation with pay in accordance with Employment Standards.

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

c) Employees with four (4) years or less then ten (10) years' service shall receive three (3) weeks vacation with pay in each vacation year.

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

10.02 If a recognized holiday falls or is observed during an Employee's vacation period, an additional day off with pay will be granted for each such holiday.

10.03 Employees with the greater Employer Seniority shall have preference in choice of vacation period. Vacation schedules will only contain names of employees covered by this agreement. No exchange of vacation periods will be made without mutual agreement by the parties to the agreement.

### **10.04**

a) For the purpose of defining amount of 'service' in regards to vacations taken in one (1) year will be based on employment with the Company, in the twelve month period preceding January 1st. Employees will have access to their Vacation totals during working hours.

b) For the purpose of computing annual vacations, service will not be considered broken by temporary layoffs, absences due to sickness or accident, or authorized leave-of-absence.

c) The foregoing shall only apply when:

- I Layoffs do not exceed sixty (60) calendar days
- II Absence is due to sickness or accident and compensated by sick leave pay or Workers Compensation Benefits.
- III Employee's absence is an "Authorized Leave-of-Absence"

10.05 Employees shall not be permitted to accept vacation pay without taking the appropriate vacation time off, except in the case of termination. Annual vacations do not carry forward, except where not able to accommodate.

10.06 The prime vacation period shall be from June 1st through September 30th each year. Not more than two consecutive weeks vacation shall be taken during the prime vacation period, unless otherwise mutually agreed to. The two consecutive weeks may change only due to business requirements.

Three (3) consecutive weeks of vacation may be taken outside the prime vacation period, on an exception basis only.

#### **ARTICLE 11 - SICK LEAVE WITH PAY**

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

11.02 Sick leave will not be paid to employees with less than six (6) months service; however, upon completion of six months service, employees shall be credited with one day 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 one day per month to a maximum of 8 days per calendar year. The 8 days will not accumulate into the following calendar year. (One day is equivalent of 8-Hours pay at regular time). Installers shall accumulate jury duty leave on the basis of one day for every 160 hours completed.

11.03 Sick leave credits will accrue at the rate of one day per month of service accumulative to a maximum of 100 days.

11.04 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 his normal duties due to personal accident or sickness.

11.05 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: three (3) day waiting period  
12- 24 months service: two (2) day waiting period  
24 - 36 months service: one (1) day waiting period  
More than 36 months: one half (1/2) day waiting period

For the first three occurrences per calendar year with any additional occurrences subject to a one day waiting period.

## **ARTICLE 12 - SENIORITY**

12.01 A new employee shall be considered a probationary employee and shall have no seniority rights for the first six (6) months of employment after which time he shall be considered a regular employee and shall be placed on the seniority list with seniority from his original date of employment.

12.02 Promotions shall be based on ability, qualifications, efficiency, and seniority. Seniority shall be given every consideration provided such senior employee meets the requirements of the vacant position.

12.03 In all cases of layoff and rehiring, employees shall be laid off and rehired in order of their employer seniority within their classification. It is understood that all part-time employees will be laid off before full-time employees are laid off. Employees laid off shall retain their seniority for a period of six months from the date of layoff. Sick leave credits will continue to accrue provided the employee is rehired within sixty (60) calendar days.

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

12.05 In the case of an employee transferred temporarily to a supervisory position being transferred back to a position covered by this agreement, the seniority accumulated during the time served in the supervisory position shall be added.

12.06 The Employer shall provide the Union with an up-to-date list of the seniority standing of all employees covered by the agreement, showing Employer seniority and agrees to bring such list up-to-date upon request.

12.07 In cases of layoffs due to lack of work, the Employer shall by registered mail, notify the Business Manager and employees affected seven (7) days prior to layoff.

## **ARTICLE 13 - LEAVE OF ABSENCE**

13.01 Employees shall retain their seniority during an authorized leave-of-absence.

13.02 Leaves-of-absence without pay may be granted by the Employer on request from the employee.

13.03 After an employee has accumulated a period of six (6) months service with the Employer, he or she shall be granted seniority which shall date retroactivity to the date he or she entered the employ of the Employer. During such six (6) month period employees shall be on a probationary basis. The right to release or rehire employees during the probationary period shall be vested solely and exclusively with the Employer.

13.04 The Employer agrees to grant leave-of-absence without pay to not more than one employee to attend Union meetings and conventions, such times not to exceed five (5) days in total per year.

13.05 An employee required by the Employer to spend his own time in Court as a witness pertaining to Employer business will be paid at straight time for the time involved.

13.06 An employee shall be paid at his regular rate of pay if 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.

## **ARTICLE 14 - SAFETY PRACTICES**

14.01 The Employee will be required to follow all safety procedures and practices put in place by the Employer and to make all reasonable efforts to contribute to the development of safe working procedures that may not yet be in place. The Employee will be required to participate in and adhere to all training requirements and safe work practices and procedures required to achieve and maintain COR certification.

14.02 The Employer will supply protective clothing as required by the Workers Compensation Board, speciality tools and equipment to employees requiring same for the safe performance of their duties.

14.03 The Employer will supply all tools required by employees in the performance of their duties.

14.04 Tools worn out or broken in the service of the Employer will be replaced at no cost to the employee. Unless satisfactory proof of theft is established, tools lost by an employee must be replaced by the employee.

14.05 The Employer agrees to reimburse employees for the purchase of approved safety footwear for the total cost to a maximum of one hundred and thirty (\$130.00) dollars per annum payable upon proof of purchase.

The Company reserves the right to refuse further footwear payment if the purchased Safety Footwear is not worn by the employee during working hours.

## **ARTICLE 15 - TRAINING PROGRAM**

### **Article 15 – Training and Professional Development**

The Employer encourages the continuous learning of employees. Where the Company has identified that it is necessary for an Employee to participate in professional development in order for the Employee to carry out their duties attached to their existing position, the organization shall be fully responsible for registration and test fees where necessary. The Employee will be given permission to attend any such course within working hours. The Employees Manager must pre-approve all professional development in advance and will not reimburse training costs unless they are pre-approved. The Company may at its discretion enroll an Employee in a training/professional development course with reasonable notice to the Employee. The course will be paid for in advance by the Company, as will accommodations and travel, if required. If the course is out of town, travel allowances for per diems will apply.

### **Tuition reimbursement for courses on Employee's time**

- a) Employees enrolled on their own time in a training/professional development course related to their professional responsibilities may apply for a full or partial reimbursement of course costs.
- b) Application must be made in writing and submitted to your Direct Manager before the beginning of the course.
- c) Reimbursement, if approved, will be made upon proof of successful completion of the course.
- d) Each request will be judged on its own merit and will be subject to the availability of funds.

The Employee agrees that he/she must continue to work at the Company for a period of 2 years following the completion of the training/professional development. If employment is terminated prior to the 2-year period, the Employee will be expected to pay the pro-rated portion of the training/professional development costs (ie. if employment terminates 12 months after the course is completed, a 50% recovery would apply).

The Employer will not for repeat or "redo" courses for Employees who do not attend courses as required and/or who do not fully participate in studying and preparing for examinations.

## **ARTICLE 16 - TRAVELLING TIME & EXPENSES**

16.01 The Employee is required, as a condition precedent his/her employment, to provide confirmation of a valid Manitoba driver's licence. Should the Employee fail to provide confirmation of a valid driver's licence or have his/her driver's licence revoked or suspended, or otherwise restricted, such that he/she is unable to perform the duties of the position, the parties agree that this will amount to just cause for termination and this Agreement and the Employee's employment may be terminated without any notice or payment in lieu of notice.

16.02 Employees shall report for duty at starting time at the shop or job site, as instructed, within town, village or city limits at their own expense. In Winnipeg, city limits shall be deemed to the areas within the Perimeter Highway.

16.03 On job sites outside these limits, employees shall travel on Employer time from city limits to and from the job site and shall receive travelling expenses when applicable.

16.04 Employees assigned to Installation and Maintenance duties shall receive mileage rates computed to and from job sites away from the Company's shop location and from job to job or any other Company business, he/she will be paid at the rate of:

CITY and HIGHWAY – a minimum of 0.45¢ per kilometre for each day the employee's car is used on employer business.

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 1<sup>st</sup> installers will have the ability to change the reimbursement option from flat rate to per kilometre or vice versa. All installers must be on flat rate or per kilometre and it shall be decided by consensus amongst the group. Installers who are assigned to do service calls on a temporary basis will book per kilometre mileage for all driving time associated with the service calls.

An Employee who uses his private vehicle for Company business for which he is being compensated shall be required to carry the minimum amount of insurance deemed necessary for such use by Manitoba Autopac.

An employee who has elected to use his/her car on employer business has the right to discontinue such practices providing he has notified his/her employer of his intentions one (1) week in advance.

16.05 The Employer may provide the Employee with a Company managed vehicle at the Company's discretion. The Employee will be expected to comply with the Auto Use Policy.

16.06 Parking costs incurred while on a job or call shall be reimbursed by the Employer.

16.07 An employee is not obligated to transport large ladders, or heavy equipment in his vehicle, however, he may be requested to transport a small amount of light material or 6 ft ladder or smaller.

16.08 For Employees travelling on out of town assignments for the Employer the following shall apply:

- a) The Employee shall receive whenever possible one week's notice of assignment
- b) The Employer reserves the right to book and pay for travel, such as flights, at the Employer's discretion.
- c) Travel time shall be paid in Accordance with Article 8, excepting that when sleeping accommodations are provided enroute, no time shall be paid for the hours between 10:00 p.m. and 8:00 a.m. No time shall be paid for a meal period of one (1) hour for each meal provided enroute.
- d) On jobs lasting more than one month, an Employee shall be returned home at the Employer's expense once in each month; however, on jobs that will be completed within a six (6) week period from commencement of work the four (4) week provisions will be extended to six (6) weeks.
- e) On jobs within two hundred and forty (240) kilometres from Winnipeg, an Employee may return home on weekends and receive as travelling expenses the amount of living allowances he would have received if he remained on the job provided no additional costs are incurred by the Employer.
- f) Employee's shall receive an advance of expenses on departure for the jobs as pre-arranged with Management.
- g) Living allowances on out of town jobs which necessitate the Employee to stay overnight shall be paid as follows:
  - Meal Allowance:
    - 1) Breakfast: \$15.00/day
    - 2) Lunch: \$20.00/day
    - 3) Supper: \$30.00/day
  - Lodging allowance: \$125.00/day
- h) ) Living allowance calculation shall commence on the first day and continue at full rate for each day worked with meal allowance in effect for last day including return travelling.
- i) Where extra-ordinary expenses are incurred in high cost areas which are above the specified allowance in 16.07 (g), the employee when authorized will be allowed actual living expenses on production of receipts.
- j) On out-of-town jobs in remote locations where commercial accommodation is unavailable and where suitable camp facilities including board and lodging are provided by the employer, there shall be no lodging allowances paid.

k) On out of town jobs, the Employer reserves the right to book and pay for the accommodation at the Employer's discretion as mutually agreed between the Employer and Employee. Accommodations will be single per room unless mutually agreed where practicable.

l) On out of town jobs that are more than 4 hours driving distance away, the Employee shall have the option to stay overnight if the driving is past his/her regular shift. Lodging will be paid by the Employer. Otherwise Overtime rates shall apply for travel beyond the 8 hours.

#### 16.09 Out of Town Bonus (overnight stay required)

a) Employees working out of town will be paid an out of town bonus of \$10.00 for each hour worked out of town. This does not include travel hours.

b) The out of town hours will be paid on the pay period following completion of the out of town work.

#### 16.10 Travel Requirement

a) It is understood that the Employer will distribute out of town work as evenly as practicable. It is understood that out of town travel is a requirement of the installation and service technician position

### **ARTICLE 17 - PAYMENT OF WAGES**

17.01 Employees will receive rates of pay in accordance with the Wage Schedule outlined in Article 20.

17.02 Employees shall be paid every second Friday during working hours. If a payday falls on a holiday, employees shall be paid on the previous day.

17.03 There shall be a one week hold-back to accommodate the bi-weekly pay period.

### **ARTICLE 18 - GENERAL PROVISIONS**

18.01 The Employer will provide bulletin boards for posting of Union notices and announcements.

18.02 When Technical Bulletins are made available for review by employees it is with the understanding that the employee recognize much of the information contained therein would be a security hazard to the Employer if the information was divulged to persons outside the Employer or others not authorized by the Employer to receive the information.

18.03 All employees will be permitted a fifteen (15) minute rest period in the first and second halves of each shift.



18.04 a) The Employer will notify the Union when any employee covered by this agreement has been discharged for cause and when requested will inform the Business Manager of the reasons for discharge. The employee concerned shall have the right to be present when his case is being discussed.

b) All disciplinary letters or references of a disciplinary nature in an employee's file shall be destroyed after two (2) years, providing there have been no further disciplinary letters placed in his/her file within that two (2) year period.

18.05 A regular employee wishing to resign shall submit written notice to the Employer two (2) weeks prior to termination. A regular employee who fails to give the required two (2) weeks notice prior to termination of his employment shall be subject to loss of pay for wages and for any vacation or holiday credits up to the amount required to make up the two (2) week notice period.

18.06 When the service of a regular employee is dispensed with, such employee shall receive two (2) weeks notice from the Employer except when such employee is dismissed for cause.

18.07 Employees on probation shall be governed by the Employment Standards Act.

18.08 a) Employees who require a cellular phone for job related duties will be reimbursed at a maximum of \$40.00 per month upon proof of activation.

b) The Employer reserves the right to provide the Employee with a Company owned cell phone

c) The Employee will be required to download and use all apps as requested by the Employer.

## **ARTICLE 19 - SHOP STEWARDS AND REPRESENTATIVES**

19.01 The Employer will recognize Shop Stewards selected in accordance with the Union rules and regulations, as the representatives of the employees in the respective groups or departments for which they are chosen and hereby recognize that the power of the appointment and removal thereof is solely vested in the Union.

19.02 The Employer and the Union will supply each other with the names and positions of its representatives who may be called upon to administer this agreement and this list shall be kept up-to-date.

19.03

a) Employees covered by this agreement who act on negotiating committees and grievance matters will be paid straight time for time spent during their regular work day.

b) It is understood and agreed that when negotiations advance to the Conciliation level or beyond, the Employer is not required to pay lost time wages for negotiations.

### Article 20 Classifications & Wage Schedules

<b>Apprentice</b>	<b>Annual Salary</b>	<b>Rate for additional hours worked</b>	<b>Salary Range Consideration Criteria</b>
	\$32,000.00	\$15.38	<ul style="list-style-type: none"> <li>*Must complete a minimum of 6 months with a senior installer</li> <li>*Must complete all required in-house tests</li> <li>*Awareness &amp; limited ability to wire and install CCTV, Access and Intercom components</li> <li>*Positive Installer/Trainer Feedback</li> <li>*Positive Performance Review Feedback from Management</li> <li>*Good Interpersonal skills-sales, admin, etc.</li> <li>*Attendance, reliability at high level</li> <li>*Adherence to policies and procedures</li> </ul>
<b>Junior</b>	<b>Annual Salary</b>	<b>Rate for additional hours worked</b>	<b>Salary Range Consideration Criteria</b>
	\$33,000.00	\$15.87	<p>Competency in wiring and installation of CCTV, Access and Intercom Components</p> <ul style="list-style-type: none"> <li>· Obtain Class M VDV Licence within 14 months of moving out of Apprentice Role. Licence required to maintain employment in Installer Role.</li> <li>· Basic knowledge of CCTV component technical specifications regarding installation and operation</li> <li>· Basic knowledge of Access Control component technical specifications regarding installation and operation</li> <li>· Basic knowledge of Intercom component technical specifications regarding installation and operation</li> <li>· Basic knowledge of Public Address and Satellite Music component technical specifications regarding installation and operation</li> <li>· Basic knowledge of Nurse Call component technical specifications regarding installation and operation</li> <li>· Basic knowledge of Alarm system component and technical specifications regarding installation and operation</li> <li>· Consistent ability to routinely meet or exceed established deadlines and produce high-quality work</li> <li>· Positive Installer Feedback</li> <li>· Positive Customer Feedback</li> <li>· Positive Performance Review Feedback from Management</li> <li>· Good interpersonal skills - sales, admin, etc.</li> <li>· Attendance, reliability at high level</li> <li>· Adherence to policies and procedures</li> <li>· 90% Chargeable vs. non-chargeable</li> </ul>
	\$34,000.00	\$16.35	
	\$35,000.00	\$16.83	
	\$36,000.00	\$17.31	
	\$37,000.00	\$17.79	
	\$38,000.00	\$18.27	
	\$39,000.00	\$18.75	
	\$40,000.00	\$19.23	
	\$41,000.00	\$19.71	
	\$42,000.00	\$20.19	
	\$43,000.00	\$20.67	
	\$44,000.00	\$21.15	
	\$45,000.00	\$21.63	
	\$46,000.00	\$22.12	
	\$47,000.00	\$22.60	
	\$48,000.00	\$23.08	
	\$49,000.00	\$23.56	

Senior I	Annual Salary	Rate for additional hours worked	Salary Range Consideration Criteria
	\$50,000.00	\$24.04	<ul style="list-style-type: none"> <li>· Advanced knowledge of CCTV system installation and programming</li> <li>· Advanced knowledge of Access Control system installation and programming</li> <li>· Advanced knowledge of Intercom system installation and programming</li> <li>· Advanced knowledge of Public Address and Satellite Music system installation and programming</li> <li>· Advanced knowledge of system integrations</li> <li>· Intermediate knowledge of alarm system installation and programming</li> <li>· Positive Customer Feedback</li> <li>· Positive Performance Review Feedback from Management</li> <li>· Consistent ability to routinely meet or exceed established deadlines and produce high-quality work</li> <li>· Good interpersonal skills - sales, admin, etc.</li> <li>· Attendance, reliability at high level</li> <li>· Adherence to policies and procedures</li> <li>· Ability and willingness to train and mentor Apprentices and Junior Installers</li> <li>· 90% Chargeable vs. non-chargeable</li> </ul>
	\$51,000.00	\$24.52	
	\$52,000.00	\$25.00	
	\$53,000.00	\$25.48	
	\$54,000.00	\$25.96	
	\$55,000.00	\$26.44	
	\$56,000.00	\$26.92	
	\$57,000.00	\$27.40	
	\$58,000.00	\$27.88	
	\$59,000.00	\$28.37	
	\$60,000.00	\$28.85	
	\$61,000.00	\$29.33	
	\$62,000.00	\$29.81	
	\$63,000.00	\$30.29	
	\$64,000.00	\$30.77	

Senior II	Annual Salary	Rate for additional hours worked	Salary Range Consideration Criteria
	\$65,000.00	\$31.25	<ul style="list-style-type: none"> <li>· Expert knowledge of CCTV system installation and programming</li> <li>· Expert knowledge of Access Control system installation and programming</li> <li>· Expert knowledge of Intercom system installation and programming</li> <li>· Expert knowledge of Public Address and Satellite Music system installation and programming</li> <li>· Expert knowledge of system integrations</li> <li>· Advanced knowledge of alarm system installation and programming</li> <li>· Positive Customer Feedback</li> <li>· Positive Performance Review Feedback from Management</li> <li>· Consistent ability to routinely meet or exceed established deadlines and produce high-quality work</li> <li>· Good interpersonal skills - sales, admin, etc.</li> <li>· Attendance, reliability at high level</li> <li>· Adherence to policies and procedures</li> <li>· Ability and willingness to train and mentor Apprentices and Junior Installers</li> <li>· Ability and willingness to assist Sales and Project Management Teams on job quoting and planning processes</li> <li>· 90% Chargeable vs. non-chargeable</li> </ul>
	\$66,000.00	\$31.73	
	\$67,000.00	\$32.21	
	\$68,000.00	\$32.69	
	\$69,000.00	\$33.17	
	\$70,000.00	\$33.65	
	\$71,000.00	\$34.13	
	\$72,000.00	\$34.62	
	\$73,000.00	\$35.10	
	\$74,000.00	\$35.58	

Effective January 1, 2020 all wages will be increased by the Statistics Canada increase in the All Items Consumer Price Index for Manitoba covering the period October 2018 to October 2019.

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

## Compensation Notes

- Installers salary will be tied to an 8-hour day and every two weeks, total installer hours worked will be reviewed by payroll. An installer will be paid his regular salary (ie. 80 hours) even if his actual hours worked were less than 80. An installer who works more than his agreed to salary level will be paid, at the rate for additional hours worked as outlined in the salary appendix, providing they were pre-approved.
- Installers who complete their assigned work prior to their daily expected 8 hours are expected to call their Direct Manager and return to the office for more work. It is the expectation of management that the installer will work their agreed to 8 hours per day each and every day.
- Installers who consistently go over scheduled hours, do not complete the scheduled work or leave prior to working 8 hours due to unwillingness to perform work or due to poor performance, will have a salary adjustment. Note, this would not apply if management does not have sufficient work for the installers, this would apply due to poor installer productivity and performance.
- Installers wishing to earn over and above their salary may do so in two ways:
  - By working more pre-approved hours over and above their bi-weekly expected 80 hours.
  - By working at a consistent high level and gaining knowledge and expertise in different systems. A favourable 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) months 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 six (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 a time as the Company considers an increment warranted by improved work performance.
- Work will be assigned as fairly and equitably as possible in order for installers to meet their hourly expectations.

## **ARTICLE 21 - BENEFITS**

21.01 Effective the date of ratification of this agreement, the Company will organize, administer and pay 100% of the Great-West Group Benefit Plan (Group Policy No. 163494) which includes both Health and Dental. 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.

21.02 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 22 - 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 23 - PART-TIME EMPLOYEES**

It is agreed that employees may be employed on a part-time basis subject to the following conditions:

23.01 Part-time employees shall be paid on an hourly basis, based on the wage schedule as outlined in Article 20 of this agreement.

23.02 Part-time employees shall be scheduled a regular work day of no more than eight (8) hours per day nor shall they work more than thirty-five (35) hours per week.

23.03 All hours worked in excess of those outlined in Article 24.02 shall be paid in accordance with Articles 8.02 and 8.03.

23.04 SENIORITY as a part-time employee means: the years and months of seniority with the Company, as a part-time employee. Six (6) months seniority will be credited for each 910 hours worked.

23.05 Part-time employees who become full time shall retain and be credited with the seniority they accrued as a part-time employee.

23.06 Part-time employees who are re-employed within one (1) year of leaving the Company shall retain their previous seniority credits. Their hourly rate upon reinstatement shall be based on their seniority credits and in accordance with Article 20 of this agreement.

#### **ARTICLE 24 - DURATION, TERMINATION & MODIFICATION**

\*24.01 This agreement shall remain in full force and effect from July 1, 2017 through December 31, 2020 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 ninety (90) days nor less than thirty (30) days to the annual expiration date.

24.02 In the event such notice of termination or modification being given, the parties agree to meet within fifteen (15) days of its receipt to commence negotiations with a view to agreeing on terms and conditions for the renewal of the Agreement.

24.03 The terms and conditions of the existing agreement shall remain in effect during the period of such negotiations.

24.04 Retroactivity of wages and/or benefits shall apply only to those employees on the payroll of the Employer as of the date of signing this Agreement, and who have not given notice up to that date.

## **Access Installer Labour Standard's**

- Card Access Door - Install contact (Note: Please use 3/4" contacts when recessed is applicable), reader, REX, Wire frame, terminate devices including maglock/strike (Includes connecting to Door operator when applicable. (NOTE: 1 CR624 relay required for each door opener button..

4 Hours

- Install control panel (2 Doors), terminate doors, and apply power, network connectivity and/or connectivity to next control panel.

3 Hours

- Install control panel (4 Doors), terminate doors, and apply power, network connectivity and/or connectivity to next control panel.

4.5 Hours

- Controller Power Supply

1 Hour – Small (2 door controller) / 2 Hours – Large (4 door Controller)

- Lock Power Supply

1 Hour – Small (4 doors or under) / 2 Hours – Large

- Testing, Checking, and Commissioning

15 Minutes/door

- Programming

20 Minutes/door

- Training

2-8 hours (dependent on system size or specification requirements).



## **CCTV Installer Labour Standard's**

- Interior Camera  
2 hours
- Exterior Camera  
3 Hours
- Interior PTZ  
2 Hours
- Exterior PTZ Camera (Includes Standard Wall Mount bracket and Junction Box)  
4 Hours (Mount/Sled not included)
- Exterior Camera Mounts (Roof, Parapet)  
3 Hours
- Exterior Camera Mounts (Sled/Bricks/etc)  
5 Hours
- DVR/NVR (Includes Rack Mounting)  
2 Hours
- Camera Power Supply  
1 Hour (8 cameras & Under) – 2 Hours (9 camera+)
- Programming  
15 Minutes / camera includes IP Flash Upgrades
- Training  
2-8 hours (dependent on system size or specification requirements).

## **Cabling**

### **Large Contract Project in Conduit**

- Take total amount of cable and divide by 100 to come up with Total amount of hours.

### **Project with T-Bar Ceiling**

- **NEW CONSTRUCTION** – Every 1000FT of cable allow **15** hours, for each additional cable in the same direction, up to a quantity of 6, add 10% more hours for each cable. ( **1 hour = 66FT Cabling**)

Example: 5 - 1000FT Runs

1 X 15 Hours = 15 Hours

4X40% - 15 Hours X 40% = 6 hours

Total = 21 hours for 5 cables in the same direction for 1000FT.

- **EXISTING OR RENOVATION SITE** – Every 1000FT of cable allow **20** hours, for each additional cable in the same direction, up to a quantity of 6, add 10% more hours for each cable. ( **1 hour = 50FT Cabling**)

Example: 5 - 1000FT Runs

1 X 20 Hours = 20 Hours

4X40% - 20 Hours X 40% = 8 hours

Total = 28 hours for 5 cables in the same direction for 1000FT.

- **CRAWL SPACE** – Every 1000 FT 40 Hours. ( **1 hour = 25FT Cabling**)
- **JHOOKS** - set in concrete 15 Minutes each.
- **JHOOKS** – in all other medium 10 Minutes each.

## **Installer Level Entry and 1**

As a Level 1 and 2, you will acquire the following skills and knowledge through various in house training programs and on the job training with senior installers and/or management.

Full knowledge of basic Servo installation policies and procedures.

Full knowledge of Servo Health and Safety Policies.

Basic knowledge of CCTV, Access, and Intercom component technical specifications regarding installation and operation.

Demonstrated ability to perform basic installations of the above systems working with a senior installer.

Successful completion of the Voice Data Video Electrical license.

## **Installer Level 2, 3, 4 and 5**

As a Level 2 you will build on your Level 1 knowledge and acquire the following skills and knowledge.

Demonstrated ability to install, program and service Servo CCT systems (Panasonic and Digimerge)

Demonstrated ability to install, program and service Servo Card Access systems (Cansec, and TAC)

Demonstrated ability to install, program and service Servo Intercom systems (Dukane, Aiphone and Ring)

Demonstrated ability to install, program and service Servo Public Address and Satellite Music systems.

Knowledge necessary of networking and internet Protocol as it relates to Servo products and services.

Demonstrated ability to install and service all types of Servo customers, from the small security system to the large commercial systems.

**Note:** It is understood that Installers will be afforded the opportunity to receive the skills, experience, knowledge, testing and training outlined above, and that progression through the Installer levels will proceed for all willing Installers. Wage increases will not be denied as a result of the companies failure to provide such opportunities.

## **Letter of Understanding**

### **Servo Electronics amalgamating with ProTELEC Alarms**

This will confirm our understanding of the above subject as agreed during negotiations between IBEW Local 435 and Servo Electronic Systems, as follows:

That there is a mutual understanding that Servo Electronics Systems may amalgamate with ProTELEC Ltd. during the life of the Collective Agreement.

That any and all employees covered by the Servo Collective Agreement will remain under the terms and conditions of this agreement until it expires.

That Servo will meet with the IBEW prior to amalgamating the two companies in order to deal with all Collective Agreement items.

This LOU does not apply in the event of a shutdown/wind-up of Servo Electronic Systems.

## **Letter of Understanding**

### **Servo Electronics Technicians performing ProTELEC Work**

This will confirm our understanding of the above subject as agreed during negotiations between IBEW Local 435 and Servo Electronic Systems, as follows:

That there is a mutual understanding that the Servo Installers and Technicians may be asked to perform work with ProTELEC Ltd. during the life of the Collective Agreement.

That the intent is to keep the Servo Employees working during slower periods.

That Servo will provide the necessary training to work on the equipment at ProTELEC.

Servo Employees will fall under all terms and conditions of the Servo Agreement while working at ProTELEC.

SIGNED AT WINNIPEG, MANITOBA THIS THE 25th DAY OF JANUARY, 2019



Harry Black  
Servo Electronics



Bruce Krause  
IBEW - Local 435



Rial Black



Joe Breland



Phil Robinson

## APPENDIX - RE: JURISDICTION

The following work shall be under the jurisdiction of Local Union 435.

Installation, testing and inspection of Communications Systems in new and existing buildings, and shall include the following equipment and systems:

- Central Dictation Equipment
- Clocks and Time Control Systems
- Closed Circuit T.V. Systems
- Health Care Visual and Audio Signalling Systems
- Intercom Systems
- Learning Laboratory Equipment
- Public Address Systems
- Pro-Sound Re-enforcement Systems
- Private Telephone Exchange and Subscriber Equipment
- Radio Receiving and Transmitting Antennas
- Radio Paging Equipment
- T.V. Antenna and Signal Distribution Systems