



## **AGREEMENT**

between

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

**LOCAL UNION 435**

and

**TYCO INTEGRATED FIRE & SECURITY CANADA, INC.**

September 1, 2018 - August 31, 2021

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## **AGREEMENT**

Agreement entered into this 1st day of September 2018 between Tyco Integrated Fire & Security Canada Inc., 108 Paramount Road, Winnipeg, Manitoba, hereinafter referred to as the Company, and Local 435 of the International Brotherhood of Electrical Workers (AFL-CIO-CLC) hereinafter referred to as the Union.

## **MUTUAL INTERESTS**

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

## **ARTICLE 1 UNION RECOGNITION**

- a) Tyco Integrated Fire & Security Canada, Inc. (the "Employer") hereby recognizes the Union as the exclusive bargaining representative with respect to rates of pay, wages, hours and other conditions of employment for all full-time and regular part-time employees originally described in Certificate MLB 1126 classified by the Employer as commercial installers and commercial service technicians employed by the Employer at its facility located in Winnipeg, MB; but excluding all alarm service investigators, relief supervisors, all office clerical employees and professional employees, guards and supervisors, as defined in the Act; and excluding all residential and small business installers, residential and small business high volume commissioned installers and residential and small business service technicians unless such technicians are located at or are directly supervised by employees located at the Winnipeg, MB facility. If during the term of this Agreement the Employer relocates the covered employees from the Winnipeg office to another, this provision shall apply to the new office.
- b) No condition of work, wage rate, job classification or security, insurance arrangements or any privilege heretofore in effect will be made less favorable to the employees through the signing of this agreement.
- c) 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 the first pay in each month and shall be remitted to the Union forthwith, together with a list in duplicate of all those from whom deductions have been made. 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. The Company does not undertake to deduct any initiation fee or special Union Assessment.

- (d) At a time mutually acceptable to the company and the union, the company will arrange for the Business Manager or designee to meet with a newly hired employee for fifteen minutes (during regular working hours) for the purpose of introducing himself/herself and to provide a copy of the collective agreement to the employee.

## **ARTICLE 2 NO 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 sex, race, color, creed or national origin.
- c) Where the male gender is referred in this Agreement, the female gender shall be substituted where necessary.

## **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 force, including its right to hire, suspend, or discharge employees for proper cause, or to transfer employees temporarily or permanently to new duties, 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. The rights reserved for management herein are subject to the provisions of this agreement, and should be exercised in a manner consistent with them.

## **ARTICLE 4 WORKING CONDITIONS**

- a) (I) The standard work week shall consist of forty (40) hours. Shifts shall be established to ensure proper coverage for a twenty-four (24) hour, seven (7) day per week operation. Work schedules will be prepared by the Union and submitted for

approval by the company. This group shall be known as the Shift Committee and will be composed of two (2) Union Members and two (2) Management Members.

(II) Normal working hours for employees assigned to Serviceman I duties shall be from Monday to Friday, 0800 – 1630 hours; with an unpaid half hour for lunch to be taken between 1130 and 1330 hours.

Serviceman I working hours may also include from 0700 to 2200 Monday to Saturday. Changes in hours lasting more than two (2) weeks shall be filled in accordance with Article 13 (a). Working hours will be on a forty (40) hour week basis at eight (8) or ten (10) hours per day with a ½ hour unpaid lunch.

If it is found necessary to schedule work at other than normal working hours, such work shall be rotated among those employees qualified to do this type of work.

(III) Employees required by the Company to change their start time shall be given at least forty eight (48) hours prior notice of such change, except in cases of promotion or re-assignment of normal duties. The forty eight (48) hours is to be measured back from the new start time. If the Company fails to give such forty-eight (48) hours notice, the employee shall receive an additional four (4) hours pay for the first day of the shift schedule.

Regarding notice for changes going to and from four (4) ten hour day schedules or back to five (5) eight (8) hour day schedules, employees will be given at least seventy two (72) hours prior notice and such changes will not be made mid-week.

- b) Each employee shall be provided with an eating period of at least one-half (1/2) hour, or such shorter period as necessitated by emergency conditions, at such intervals that will result in no employee working longer than five (5) consecutive hours without an eating period.
- c) With the approval of the Company, an employee may have his scheduled tour of duty changed at his own request.
- d) With regard to mutual arrangements for temporarily exchanging days of work, all mutual arrangements must be agreeable to the Manager. All replacements must be of the same category and the exchange of days of work must be within a four (4) week pay period.
- e) Employees regularly assigned to installation work shall be rotated as much as possible for out-of-town assignments. Out-of-town work will be defined as start to finish of one (1) installation, or four (4) to five (5) week limit on small installations.

## **ARTICLE 5**

### **WAGES**

- a) Occupational classifications and wage scales are set forth in Schedule "A" of this Agreement.
- b) When an hourly rated employee is selected as an Acting Supervisor, he shall be paid a premium for each full hour worked at the rate of one dollar and sixty five (\$1.65) per hour over the top current hourly rate for his classification or his hourly rate, whichever is greater. An Acting Supervisor will be selected for each job site where three (3) or more employees are assigned. This paragraph also covers the instance where an employee is required to supervise the work of non-Company employees.
- c) The wage rates of any new job classification originated by the Company will be negotiated between the Company and the Union.
- d) When an employee is required to serve on Jury Duty, the Company agrees to pay the employee the difference between jury pay and his regular pay.
- e) All time spent in court as a witness pertaining to Company business on an employees own time will be compensated for at time and one-half with a minimum of three (3) hours pay. Time shall count from thirty (30) minutes prior to court appearance until thirty (30) minutes after court appearance to allow for traveling time.
- f) Whenever necessary, employees who cannot attend the training school on Company time, or any other special training classes and who are requested by the Company to attend such classes on their own time, after working hours, etc. will be paid at the regular hourly rate for all the time spent training.
- g) An employee shall be paid at his regular rate of pay if scheduled to work during an absence not exceeding five (5) consecutive days, for the purpose of attending the funeral of a spouse or child; or three (3) consecutive days, for the purpose of attending the funeral of a member of the employees immediate family, defined for the purpose hereof to include the employee's mother, father, sister, brother, mother-in-law or father-in-law, sister-in-law, brother-in-law, and grandparents. Other situations may be taken to the Manager for consideration. Employee to supply pertinent information for such absences to the Manager and if not available the Supervisor, prior to scheduled tour of duty.
- h) The starting rates normally shall be the minimum rate within each occupational classification as set forth in Schedule "A" of this Agreement and shall be increased after six (6) months of service, until the employee reaches the top rate for his classification. In the case of a promotion, the promoted employee shall receive, at the time of his promotion, the rate in the classification to which he is promoted consistent with his length of service with the Company. Increases or decreases in an employee's

rate of pay shall not be made effective while an employee is absent from work due to sickness, accident or on a leave of absence.

Scheduled increments shall be granted in accordance with the wage schedule as set forth in schedule "A", unless delayed or withheld for unsatisfactory performance.

Should the company determine that an employee has unsatisfactory performance, the employee and the Union shall be so advised, in writing, one (1) month prior to the date such increment is due. A scheduled increment shall not be withheld for longer than six (6) months.

- i) (I) Employees temporarily transferred or required to do work bearing higher pay shall after working one (1) full shift, receive retroactively the minimum promotional rate for the classification of the employee replaced.

(II) Employees temporarily transferred or required to do work bearing a lower pay rate shall retain the rate of pay for the higher classification while performing said duties.

(III) An employee's rate of pay shall not be reduced during the life of this agreement, except where he is unable to perform his duties due to sickness, incapacity or incompetence, or in the case of a lay-off, where an employee exercises his seniority rights as set out in Article 11. In these cases, he may be transferred to a classification in which he can perform, and will receive the rate of pay consistent with his length of service in the classification to which he is transferred. In other cases of transfer, the employee will either retain the rate of his previous classification or receive the rate for the new classification, whichever is higher.

- j) Other Articles of the Agreement notwithstanding, the Company may at its sole discretion and with the concurrence of the Promotion Board;

(I) Promote a Serviceman I Employee who has a minimum of five (5) years continuous service with the Company, to a position of "Master Serviceman".

(II) Grant an increase in wages, not to exceed the top rate of Serviceman I, to a Serviceman II who has a minimum five (5) years service with the Company.

- k) The Company agrees to a night (4:00p.m. - 8:00 a.m.) and weekend shift differential of eighty five cents (\$.85) per hour for all hours worked. There will be no compounding of this differential for overtime, etc.

l) When an employee is assigned to work on a bridge, tower crossing, radio or microwave structure, or a fixture outside the perimeter of a building where he is at an elevation of forty (40) feet or more above the point of which the structure is affixed, he shall be paid an additional fifteen dollars (\$15.00) per day while doing the above work.

## **ARTICLE 6**

### **WAGES - OVERTIME**

- a) All time worked over eight (8) hours in one (1) 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 on all regular work days and double time thereafter until relieved.
- c) Double time shall be paid for all work performed at the Company's request on the employee's day off.
- d) Employees called into work in emergencies outside their regular working hours shall receive double time for such work and shall be guaranteed at least two (2) hours work or pay for same. This paragraph covers the instance where an employee is called into work on his time off and returns to his home immediately following completion of the work. The employee shall be paid from the time he leaves his home until he telephones upon his return. An on-call employee who is called by phone and clears said call without having to leave his/her residence shall receive a minimum of one hour pay at double time.
- e) Employees called into work up to four (4) hours prior to their scheduled tour of duty shall be paid at double time, including travel time to the reporting office.
- f) The company and union recognize that extensions of the workday and prearranged overtime may at times be necessary for job continuity and efficiency in order to best meet customer needs. At the same time it is recognized that employees may have prearranged personal obligations that coincide.

As such, whenever possible employees will inform their supervisor in advance when they are unable to stay late or work prearranged overtime. Further, the company will make a sincere effort to accommodate employee requests, especially when a valid hardship is noted. This may include soliciting a volunteer replacement (or utilizing the standby employee if available) if that can be done without adding unnecessary delay or cost in order to meet customer needs.

Any disputes relating to the application of this provision shall be escalated immediately to the Business Agent (or his/her designate) and the next level of management.

- g) The Company agrees to pay an \$15.00 meal allowance effective date of ratification.

Such allowance shall be paid to any employee who performs four (4) or more hours of overtime work after his/her regularly scheduled shift unless he/she has received at



least sixteen (16) hours notice of overtime prior to commencement of his/her regularly scheduled shift. This clause does not apply to employees covered under the out-of-town provisions.

- h) An employee who works eight (8) or more consecutive hours of overtime shall be given a four (4) hour rest period prior to the commencement of his/her next regularly scheduled tour of duty. If all or part of his/her four (4) hours overlap the regular shift, he/she shall be paid those hours at regular rate. At the end of the rest period, the employee shall be required to report for duty for the duration of the scheduled tour.

An on-call employee, who works four (4) hours of call-out overtime between the hours of 12:00 a.m. and 8:00 a.m., shall be given a four (4) hour rest period prior to the commencement of his/her next regular scheduled tour of duty. If all or part of his/her four (4) hours overlaps the regular shift, he/she shall be paid those hours at regular rate. At the end of the rest period, the employee shall be required to report for duty for the duration of the scheduled tour.

When due to the demands of service, an employee is required to work the rest period or a portion thereof which extends into the regular shift, said employee shall be paid at one and one half (1 ½) times his/her basic hourly rate for the hours worked in lieu of the rest period.

## **ARTICLE 7 BENEFITS**

Section 1. The Company will provide Employees with a group insured benefits program, including short-term disability, subject to the terms and conditions of applicable plans and policies. Any changes to the group insured benefits program provided to Employees will be made in a manner that is consistent with other similarly-situated employees of the Company.

Section 2. The Company will provide no more than five (5) paid intermittent sick days per calendar year. In addition, the Company will provide one block of five (5) paid sick days per calendar year to cover the waiting period if an individual has an approved short-term disability. Sick days cannot be carried over from year-to-year and have no cash value. A doctor's note may be required in order to substantiate a paid sick day.

## **ARTICLE 8 PAID VACATIONS**

- a) Employees with less than one (1) year service shall receive vacation with pay in accordance with the Manitoba Vacation Pay Act.

b) Employees who entered the bargaining unit before 1/1/2007 and who have completed the required number of years of service shall receive vacation entitlement as follows:

1 year but less than 3 years	10 days
3 years but less than 10 years	15 days
10 years but less than 20 years	20 days
20 years but less than 26 years	25 days
26 years but less than 27 years	26 days
27 years but less than 28 years	27 days
28 years but less than 29 years	28 days
29 years but less than 30 years	29 days
30 years +	30 days

Employees entering the bargaining unit after 1/1/2007 who have completed the required number of years of service shall receive vacation entitlement as follows:

1 year but less than 3 years	10 days
3 years but less than 10 years	15 days
10 years but less than 20 years	20 days
20 years+	25 days

- c) Vacation lists shall be posted on March 1<sup>st</sup> and finalized on April 30<sup>th</sup> of each year. Vacation choices shall be on the basis of Company seniority, except that no employees shall be allowed to choose more than two (2) weeks in the prime vacation periods between July 1<sup>st</sup> - August 31<sup>st</sup> and between December 1<sup>st</sup> – January 10<sup>th</sup> until all employees have had the opportunity of registering their choice.
- d) For the purpose of vacation calculation, the employee's anniversary date shall be used.
- e) If an employee is dismissed for cause, he forfeits all right to vacation pay other than that prescribed by law.
- f) Assigned vacation periods shall be deemed to commence as of January 2<sup>nd</sup> of each year and shall end on December 31<sup>st</sup> of the same year.
- g) Employees with the greater Company seniority shall have preference in choice of vacation periods. Vacation lists are only to contain names of employees who are covered by the Agreement. No exchange of vacation dates shall be made without the prior approval of the Company and the Union.

By March 15<sup>th</sup>, each senior employee shall have registered his choice, or if not, shall be given seventy-two (72) hours notice by the Steward to do so. Failure to register his

choice after so warned by the Steward, shall result in being placed on the bottom of vacation list choices.

- h) Relief replacements during the vacation periods shall be made on the same basis as hiring of new employees. If new or temporary employees must be employed, they shall be hired to fill the lowest classifications.
- i) Vacation pay shall be at the employees regular hourly rate based on a forty (40) hour work week.

## **ARTICLE 9 STATUTORY HOLIDAYS**

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

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

Effective January 1<sup>st</sup>, 2001, an additional floating holiday will be granted as a Statutory Holiday. While this floater is intended to be taken at a time convenient to both the Company and the associate, the Company reserves the right to schedule said date for business reasons. In the event the Federal or Provincial government declares an additional statutory holiday, it is understood that it will replace this floater.

b) Employees scheduled to work on any of the twelve (12) Statutory Holidays referred to in paragraph (a) shall be paid eight (8) hours at straight time for the holiday plus time and one-half for all hours worked. All employees who worked on a Statutory Holiday and wish to take their holidays at a later date can do so and they will be paid time and one-half for the hours worked and straight time for the day they take off if this is satisfactory to the Shift Committee.

Employees who are not scheduled to work on a Statutory Holiday, but are called in to work under conditions outlined in Article 6, paragraph (d), shall be paid straight time for the holiday plus double time for the work performed.

- c) To be eligible for the paid holiday an employee must:
  - (1) Earn wages for at least 15 out of the 30 calendar days immediately preceding the statutory holiday.

- (2) Be available to work on the employee's regular working days immediately preceding and following the statutory holiday unless the employee is ill. The company may request a physicians' note certifying such illness.
- (3) Work on the statutory holiday if required or scheduled to do so.
- d) The holiday shall be from 12 midnight to 12 midnight on the day designated by the Company as the holiday.
- e) If an employee takes his vacation during a period which includes a designated Statutory Holiday, he 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 Year's Eve and New Year's Day so that employees who work on Christmas shall not be scheduled for the New Year's. Schedules to be arranged by the Union Committee and approved by the Management.
- g) When any of the Holidays referred to in paragraph (a) fall on a non-working day, employees who are working the Tuesday to Saturday shift shall be granted a day off with pay on a date mutually agreed upon between the Company and the employee.
- h) When any statutory holiday falls on a Saturday or Sunday, the Company shall designate either the Friday before or the Monday after as the holiday. This paragraph shall apply only to those employees who are not scheduled to work on the Saturday or Sunday.

## **ARTICLE 10 LEAVE OF ABSENCE**

- a) The Company agrees to grant leave of absence without pay to not more than one (1) employee to attend Union meetings and conferences.
- b) An employee may be granted a personal leave of absence without pay and without loss of seniority when he requests it for good and sufficient reasons provided prior approval has been obtained from Management.
- c) All requests for a leave of absence must be in writing and not less than seventy-two (72) hours notice shall be given to the Company, unless otherwise agreed between the parties.
- d) Stewards and Committee members of the Union shall not lose pay for time spent on grievances or negotiations provided such time is spent during their regular shift. No more than two (2) employees shall participate in Union negotiations at any one time.

- e) The Shop Steward will be allowed to process grievances on Company time to the extent outlined in Article 16.
- f) An employee who is a member of the Armed Forces Reserve and is called into action, shall be granted a leave of absence without pay and without loss of seniority, to a maximum of 6 months.

## **ARTICLE 11 SENIORITY**

a) (I) Employees with service with the Company shall be given preference over non-employees in filling a vacancy in another department, provided they are willing and qualified to perform the work and there is no detrimental effect to the operation of the Branch.

(II) 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 he shall be considered a regular employee and shall be placed on the seniority list at that time with seniority from the original date the employee entered the bargaining unit. The dismissal or discipline of probationary employees is within the sole discretion of Management and is not subject to the grievance procedure.

b) Bargaining unit seniority, other things being equal, is the grounds for promotion.

The Company also agrees to set up a Promotion Board consisting of three (3) members representing the Company and two (2) employees representing the Union. One (1) member of the Company representatives shall act as Chairman and will have no voting power except in the case of a tie vote. The Company agrees that the Union may select the Union Board members at random and that these members may change from time to time, as required. This Board will meet as necessary to consider all matters relating to promotion, demotions and out-of-town transfers of employees. The action of the Board shall be posted on Union Bulletin Boards provided by the Company within three (3) working days of their meeting.

- c) In all cases of layoff and rehiring, employees shall be laid off and rehired in order of their bargaining unit seniority within their respective group, and shall retain bargaining unit seniority and Company seniority for a period of eighteen (18) months from the date of layoff. Group one is defined as Servicemen I, and group two is defined as Servicemen II. Should an employee in group one be affected by layoff, instead of being laid off he may displace an employee with lesser seniority in group two.

Sickness and accident benefits and group insurance will not apply during layoff. If the employee withdraws his contributions to the pension plan during the layoff or authorized absence, he may subscribe to the plan again immediately.

- d) 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) working 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 be mailed immediately by registered letter to the Business Manager of the Union.
- e) 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 serviced in the supervisory position shall be added.
- f) The Company shall provide the Union with an up-to-date list of seniority standing of all employees covered by the agreement, showing Company and bargaining unit seniority and agrees to bring such list up-to-date each six months.
- g) In all cases of layoffs due to lack of work, the Company shall by registered mail notify the Business Manager and employees affected, seven (7) days prior to layoff.
- h) An employee promoted to another position who fails to meet the requirements of the new position during a three (3) month probationary period, shall be permitted to revert to his former position and salary. The Union shall be notified in writing of all promotions, demotions and transfers.

## **ARTICLE 12**

### **UNIFORMS**

- a) The Company agrees to furnish those employees who are required to wear a uniform in the performance of their duties with the required uniforms.
- b) The Company agrees to clean, maintain and replace uniform apparel as necessary. The cleaning of washable garments shall be the responsibility of the employee.
- c) It is understood that employees shall exercise normal care for the uniform equipment and shall be responsible for any damage willfully or neglectfully caused.
- d) Employees shall not wear uniform apparel when off duty, other than directly enroute to or from work.
- e) Effective date of ratification, the Company will provide an allowance of \$200.00 max. (taxes included) toward the purchase of black polishable safety shoes to all employees where required in the performance of their duties. Footwear will be maintained or replaced at the discretion of the Company (Shop Steward may be involved in this decision).

- f) Service vehicles will be supplied with the following items for use of on duty employees: Safety helmets, spotlight, first-aid kit and a winter survival kit. In addition, raincoats and rubber boots will also be made available.
- g) Upon leaving Company service, employees shall surrender all items of uniform equipment to the Company.
- h) The Company shall furnish one (1) pair of coveralls to probationary employees and other employees required to perform maintenance and/or trouble shooting work.
- i) New employees requiring safety footwear shall be reimbursed following the three (3) months probationary period.
- j) Effective date of ratification, the Company will pay to a maximum of one hundred twenty-five dollars (\$125.00) taxes included, towards the purchase of prescription safety glasses for all employees who require them to safely perform their duties. The Company will reimburse upon presentation of original invoice once every two (2) years.

If in the future the Company provides a vision care plan which betters this benefit, this clause will be automatically deleted.

### **ARTICLE 13 SPECIAL PROVISIONS**

- a) In the event of a vacancy occurring or a new position being created, notices shall be posted to this effect, on all bulletin boards, and interested employees may submit written applications for the job, which will be considered before appointment is made. Such application must be posted. If an employee is going to be away for an extended period and leaves his address, the Company will mail him a copy of the posting. Employees may apply for job openings in advance by supplying to their Supervisor on a quarterly basis a letter stating jobs for which they would like to be considered.
- b) Tools will be supplied to each employee as deemed necessary for the performance of their duties. It is understood that employees shall exercise normal care for Company supplied tools and shall be responsible for any loss or damage willfully, or negligently caused. All tools must be returned to the Company upon termination of employment.
- c) The Company will provide bulletin boards for posting of the Union notices and announcements.
- d) Technical bulletins will be made available for review by all employees with the understanding that the employees recognize much of the information contained therein would be a security hazard to the Company if the information was divulged to

persons outside the Company or others not authorized by the Company to receive the information.

- e) The Company agrees that work, normally performed by the employees covered under this Agreement, shall not be subcontracted to outside contractors if any layoffs are being contemplated, while any employees are on layoff, or if subcontracting of such work at that time results in the layoff of regular employees except, however, where the situation requires that employment of contractor(s) because of owner, subscriber or subscriber's agents needs. The matter shall be discussed by the Company and the Union prior to the subcontracting taking place. The intent of this provision is not to deny the Company the right to subcontract work, but to ensure job security of Company employees.
- f) The Company will reimburse employee for the cost of initial and 4 year fee incurred in maintaining the Province of Manitoba Special Trades Limited Electrical License and any other trade-related license as required by the company.
- g) If a vendor criminal background and/or credit check is needed it will be done by canvassing volunteers. If no volunteers are found it will be done in inverse order of seniority among qualified employees until the need is met.

#### **ARTICLE 14 TRAVELLING AND LIVING ALLOWANCES**

- a) Employees traveling on assignment(s) for the Company, and using their own motor vehicle at the Company's request, shall be reimbursed at the following rates:

Effective date of ratification, thirty-seven cents (.37) per kilometer with a \$10.00 daily minimum. This rate will be adjusted in accordance with the corporate mileage policy.

- b) Employees assigned to duties that require them to report for work at a location other than their normal reporting office, shall receive mileage rates for the miles driven in excess of the normal mileage calculated from their place of residence and the reporting office. Any employee receiving such mileage shall be entitled to reimbursement of all reasonable parking costs. Mileage will also be paid for travel between the reporting office and the job site when such employee is required to report to the reporting office by the Company.
- c) Employees shall report on the job or work assignment at the beginning of his shift where the job or work assignment is within the boundaries of Metropolitan Winnipeg and shall work his full eight (8) hour shift.
- d) Living allowance for work assignments which necessitate the employee stay overnight, accommodation and meals will be paid by the Company upon submission



of receipts reflecting reasonable incurred expenses, except that where no meal receipts are presented the employee will receive a daily meal allowance:

Breakfast - \$12.00, Lunch - \$15.00, Dinner - \$24.00

When required by a customer contract, all receipts must be provided, regardless.

An incidental expense of \$4.00 for each overnight stop will be granted from the first day for any employee traveling or away from his/her home. Incidental expenses are intended to cover such items as laundry, gratuities, casual parking etc. An incidental expense is not applicable if an employee commutes daily from his/her home.

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

(I) receive whenever possible one week's notice of assignment;

(II) 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 his own vehicle or supply transportation on the job site.

(III) receive no mileage compensation when traveling in Company owned vehicles.

(IV) on out-of-town jobs where an employee receives living allowances he shall be returned home at Company expense at least every two (2) weeks.

(V) An employee who qualifies under Article 14(d) for board and lodging expenses may, on days of rest and subject to prior supervisory approval, be allowed transportation expenses, if required, to his/her normal place of residence in lieu of board and lodging, provided said expenses do not exceed the cost which the Company would otherwise incur for the board and lodging. Any such travel shall be on the employee's own time.

- f) With prior supervisory approval travel time for an authorized driver on an out-of-town assignment shall be 15 minutes for each 20 kilometers calculated to the perimeter highway paid at time and one-half unless the travel is during regularly scheduled hours.

Passengers of an authorized vehicle referred to above shall be paid at time and one half unless travel is during regularly scheduled hours.

Travel time for passengers on public transportation on Company instruction shall be paid for at straight time except when traveling on Sundays or Holidays when double time will be paid. Waiting time at airports will be paid at straight time.

- g) If through no fault of his own, the automobile of an employee is damaged while being operated on business of the Company for which he is receiving compensation and he is unable to recover the cost of the necessary repairs from any other source, he shall

be entitled to reimbursement from the Company, up to two hundred fifty dollars (\$250.00). If the employee thereafter makes recovery from any other source, he shall turn over to the Company all sums so recovered up to the amount of payment made to him by the Company. In no event shall the amount paid by the Company under this exceed the value of the car at the time the damage was sustained.

- h) The Company shall not favour or discriminate against any employee by reason of use or non-use of his personally owned vehicle in the service of the Company.

## **ARTICLE 15 DISCIPLINARY ACTION**

- a) The Company agrees to supply the Union Business Manager, as soon as possible, with copies of all disciplinary action issued to bargaining unit employees.
- b) Disciplined employees will have the right to discuss their case with Management and to elect to have UNION representation present.
- c) An employee is entitled to examine his own complete personal file, upon request to his immediate Supervisor. Such request shall normally be made no more than once per year. The Supervisor shall maintain the right to schedule the number of employee appointments at any one time. After reviewing the file, the employee may discuss the file with the Supervisor with a view of revision or update if necessary. In the event of a grievance, the employee, and/or his Union Representative, with the employee's written approval to the Employer, shall be entitled to examine his own complete file in the presence of the Supervisor. Upon request the employee may receive Xerox copies.
- d) All disciplinary letters shall be maintained for a three (3) year floating period. The Employer reserves the right to lessen the time period when it deems, if appropriate.

## **ARTICLE 16 GRIEVANCE PROCEDURE**

- a) An employee who feels that he has been unjustly dealt with or who claims a violation of this Agreement, shall set down his grievance in writing on the approved form and submit the same to his Shop Steward. The Shop Steward who may be accompanied by the griever, shall submit the grievance to his immediate supervisor within fifteen (15) days after the alleged violation occurred.
- b) The supervisor shall render his decision in writing on the approved form within three (3) working days.

- c) Failing satisfactory settlement at the above stage, the Union Grievance Committee, consisting of two (2) employees and the Business Manager shall submit the grievance to the Manager for his consideration, at a meeting to be held within five (5) working days of the Manager's receipt of the grievance. The Manager shall submit a decision in writing on the approved form within three (3) working days after the meeting with the Committee.
- d) Failing settlement at the above stage, the Grievance Committee shall present the grievance to the District General Manager within five (5) working days or the matter shall be deemed to have been settled or abandoned. The District General Manager shall render his decision within five (5) working days after presentation of the grievance.
- e) 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 grievance pursuant to subsection (c) of this Article. Whenever such a difference arises between the Union and the Company there shall be no stoppage of work, but the parties shall confer in an effort to settle the difference, and if not settled the matter may be referred to Arbitration by either or both parties.
- f) Any grievance settled prior to arbitration shall not set precedent nor prejudice any future matters unless agreed to in writing by the IBEW Business Agent and the Director of Labor Relations.
- g) Failing settlement, the parties shall be free to proceed to arbitration.
- h) Arbitration procedure shall be in accordance with the Manitoba Labour Relations Act.
- i) When either party requests that a grievance be submitted to Arbitration, that party will make such request in writing addressed to the other party to this Agreement and at the same time submit at least three names of possible arbitrators, within 10 working days thereafter, the other party shall submit at least three names of possible arbitrators.
- j) The decision of the Arbitrator shall be final and binding upon both parties concerned and the employee(s) concerned. No person may be appointed as an arbitrator who has been involved in any attempt to negotiate or settle the grievance.
- k) The parties will jointly share the expense of the single arbitrator. Witness fees and allowances shall be paid by the party calling the witness. No arbitration costs shall be awarded to or against either party.
- l) Union committee members shall be paid straight time for time spent on grievances or negotiating to a maximum of eight (8) hours per day.

## **ARTICLE 17 REPRESENTATIVES**

- a) The Union shall supply the Company with a list of all executive and committee men and shall keep such lists up-to-date.
- b) The Company shall supply the Union with the names and positions of its representatives who may be called upon to administer this Agreement and shall keep such list up-to-date.

## **ARTICLE 18 SEVERANCE PAY**

- a) In the event of permanent layoff, each employee with more than five (5) years of continuous service with the Company so laid off shall receive severance pay at the rate of one (1) week pay for each full year of continuous service. Such payment shall be based on the employee's authorized hourly wage in effect at the time he is laid off.
- b) If an employee who has received severance pay is rehired and the period since that date of his layoff is less than the period for which he has received severance pay, the amount paid to the employee in excess of the period of his actual layoff shall be made through payroll deductions at the rate of 10% of the basic weekly wage until the amount is fully repaid; and as a condition of the re-employment the employee either before, at or subsequent to the time he returns to the payroll shall, upon the Company's demand, execute any and all documents that may be necessary, desirable or proper to effectuate this provision.
- c) In the event an employee, who is laid off, is rehired within a two (2) year period, his severance pay rights shall be re-established on the basis of his recorded continuous service.
- d) An employee who is displaced from his or her job classification due to the introduction of alarm monitoring computer equipment or other technological change in the employers operations covered by the Agreement, shall be given due consideration for other job openings in the bargaining unit if qualified. It is understood that the employer may, as a result of such technological change by the hiring or transferring persons from other sources provided, however, the parties also understand the desire to attempt to absorb into such openings to the full extent practicable any employee engaged who is displaced due to such technological change, if qualified. If the employer determines that an employee is re-trainable for the new job, the Company will be responsible for the necessary training.

**ARTICLE 19**  
**LABOUR MANAGEMENT COMMITTEE**

There will be a committee composed of three (3) members appointed by the Union Business Manager or his designate and three (3) members of the Company which will meet at least once every two (2) months, or more if necessary, to discuss problems of mutual concern relating to Labour-Management relations.

**ARTICLE 20**  
**STRIKES AND LOCKOUTS**

During the term of this Agreement, or any extension thereof, neither the Union nor its members, agents, representatives, employees or persons acting in concert with them, shall encourage, direct, authorize, condone, participate in, threaten or sanction any strike, including any sympathy strike, stay-in, walk-out or other interference with or interruption of work; and shall not engage in picketing, or handbilling, directed against the Company or its products and/or services.

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 21**  
**MODIFICATION AND TERMINATION**

This Agreement shall remain in full force and effect from the first day of September, 2018 until the thirty-first day of August, 2021 and thereafter from year to year unless either party give 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 prior to the expiration date. In the event of such notice of termination or modification being given, 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 22**  
**HEALTH AND SAFETY**

- a) The parties to this agreement agree to co-operate in the promotion of a safe and healthy environment and recognize the maintenance and development of these conditions is a common objective.
- b) The company and the union will work collaboratively to prevent and correct any situations and any conduct which may compromise employee's health and safety.
- c) The parties will establish a joint safety and health committee. The company agrees the union may select up to 2 employees, unless otherwise required by law, as representatives to a workplace health and safety committee. The company may

provide additional training for the union representatives as the company deems necessary or if required by law. Although the committee will act in an advisory capacity, the parties acknowledge that any final decisions are reserved with management.

### **ARTICLE 23 CONTRACT SCOPE**

This Collective Agreement contains the entire agreement between the parties and no other agreement or practices, either oral or written, shall apply unless placed in writing and signed during the most recent contract negotiations or after.

### **ARTICLE 24 SEPARABILITY**

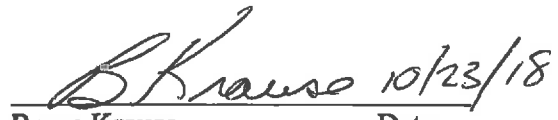
If the enactment of legislation, or a determination of a court of final jurisdiction (whether in a proceeding between the parties or in one based on a similar statement of fact) invalidates any portion of this Agreement it shall not affect the validity of the rest of this Agreement, which shall remain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

### **ARTICLE 25 ANCILLARY BENEFITS**

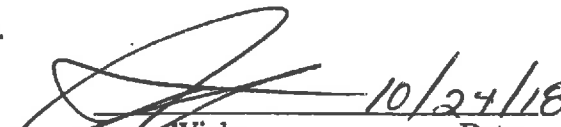
The Company may unilaterally confer other benefits not specifically listed in the contract which are offered to non-bargaining unit employees. These benefits will be subject to terms and conditions contained in the applicable plan documents. The Company reserves the right to modify and/or terminate these benefits at any time.

Signed this the 23<sup>rd</sup> day of October, 2018

  
Tim Drabek                      Date  
Director - Labour Relations

  
Bruce Krause                      Date  
Business Manager, IBEW L. 435

Tyco Integrated Fire & Security Canada, Inc.

  
Jason Wiebe                      Date  
IBEW L. 435 Representative

## **SCHEDULE "A"**

### **Serviceman I**

Installers

Inspectors

Maintenance Men

Technicians +

<b>Service</b>	<b>Effective 1/1/2018</b>	<b>Effective 1/6/2019</b>	<b>Effective 1/5/2020</b>	<b>Effective 1/3/2021</b>
0 – 6	\$16.80	\$17.18	\$17.57	\$17.92
7 – 12	\$17.75	\$18.15	\$18.56	\$18.93
13 - 18	\$19.10	\$19.53	\$19.97	\$20.37
19 - 24	\$20.31	\$20.77	\$21.24	\$21.66
25 - 30	\$21.91	\$22.40	\$22.90	\$23.36
31 - 36	\$23.64	\$24.17	\$24.71	\$25.20
36 +	\$27.27	\$27.88	\$28.51	\$29.08
Master Serviceman	\$27.27	\$27.88	\$28.51	\$29.08

**LETTER OF UNDERSTANDING  
RE: EMERGENCY STANDBY PROGRAM**

This will confirm our understanding of the above subject as agreed between IBEW Local 435 and Tyco Integrated Fire & Security Canada, Inc., (Manitoba).

The parties agree to participate within the terms and conditions of the Collective Agreement in a Standby Program as outlined below:

1. Standby Duty will be distributed on an equitable and rotating basis amongst qualified employees. An employee may request exclusion from Standby Duty due to medical or other special circumstances. The request will be submitted to the Labour/Management Committee for discussion. By mutual agreement between the Company and the Union, the request shall be upheld or denied. It is understood that all requests because of medical reasons will be adjudicated by the Company's group insurance provider. Should the provider disagree with the employee's doctor, it will be sent to a third party for final resolution.
2. An employee who is required to be on Standby on a day he/she is scheduled to work will be provided with twenty-four (24) hours notice. An employee who is required to be on Standby on a day he/she is not scheduled to work shall be provided seven (7) calendar days notice. An employee on Standby Duty shall be scheduled for seven (7) consecutive calendar days. In any case, no employee will be scheduled on Standby for more than one (1) weekend (Saturday/Sunday) out of four (4).
3. The Company will endeavor to use bargaining unit employees before engaging subcontractors for after-hours service calls, however this provision in no way limits managements rights.
4. Employees on Standby will be provided with a pager or other means of communication and will be required to be available for called out overtime. They shall take reasonable precautions to ensure that the device is able to receive notification as required.
5. Participants will remain on their regular shift and vacation schedules.
6. Employees participating in the Standby Program will not suffer a loss of regular hours of work as a result of such participation.
7. Compensation for Standby duty shall be as follows:
  - a) Effective date of ratification, the employee scheduled for standby duty shall be paid eight (8) hours wages at his/her rate of pay for the seven calendar days he/she is scheduled for standby.
  - b) Standby call-out reporting to the job will be paid for in accordance with Article 6, paragraph "d" of the current Collective Agreement.

NOTE: A Standby period shall consist of twenty-four (24) consecutive hours commencing at 12.01 a.m. on each scheduled day of Standby.

Where employees are scheduled to be on Standby the shift will commence on Tuesday, Wednesday or Thursday in an effort to avoid inconveniencing employees on long weekends.



**Letter of Understanding  
4 day 10 hour Schedules**

For local work assignments, if management determines that a four (4) ten (10) hour schedule is worthwhile then it will be offered to available qualified employees on a voluntary basis. If more volunteers exist than are needed, the assignment will be made by seniority.

For out of town work assignments, use of the four (4) ten (10) hour schedule will be at management's discretion.

For purposes of calculation regarding the application of short term disability, overtime, statutory holiday and vacation, the following shall apply:

- Short term disability will be paid on the basis of scheduled hours absent;
- Overtime will be paid for those hours worked beyond ten (10) scheduled work hours;
- Weeks containing a Statutory Holiday the employee will revert back to an eight (8) hour schedule that week;
- Vacation of one week will equate to forty (40) hours. For periods of less than one week the employee will be paid vacation on the basis of scheduled hours absent.

