



AGREEMENT

between

ADT SECURITY SERVICES CANADA INC.

WINNIPEG BRANCH

and

**LOCAL 435 OF THE INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS**

September 1, 2021 to August 31, 2022

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AGREEMENT

Agreement entered into this 1st day of September 2021 between ADT Security Services Canada, Inc., 303 Balmoral Street, 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) ADT Security Services 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 the certification Certificate MLB 1126, classified by the Employer as residential and small business installers, residential and small business high volume commissioned installers, residential and small business service technicians, residential and small business stock handlers employed by the Employer at its facility 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 commercial installers, commercial service technicians and commercial stock unless the employees are employed by the Employer and are located at, or are directly supervised by the Employer's supervisors located at, its Winnipeg, MB facility. If during the term of this Agreement the Employer relocates the covered employees from the Winnipeg, MB office to another, this provision shall apply to the new office.

- b) The Company shall deduct a sum equivalent to monthly dues, as prescribed by the Union, from the pay of each employee to whom this agreement applies. Deductions shall be made from 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.
- (c) 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 in accordance with The Human Rights Code (Manitoba), C.C.S.M. c. H175.
- 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 may, in the Union's opinion, 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.

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

Working hours may also include from 0700 to 2200 Sunday to Saturday. Working hours will be on a forty (40) hour week basis at eight (8) or ten (10) hours per day with a 1/2 hour unpaid lunch.

If it is found necessary to schedule work at other than normal working hours, the Company will seek volunteers for permanent shifts (those lasting more than 2 weeks) and award to the senior qualified or assign the junior qualified employee. All permanent shifts shall be consecutive days and will include at most one weekend day.

(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 the same 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.
- f) On call duty is defined as that duty performed by qualified employees who are required by the company to be readily available and fit for emergency service at other than normal working hours. The On call duty employees shall be provided with a cellular phone.

On call shall be scheduled on a weekly basis. Scheduling of On call shall be voluntary and will be from Wednesday to Tuesday every week. The canvas for On call will be done a month in advance, if there are no volunteers then employees will be scheduled for the following month and will be rotated by seniority in descending order. No employee will be scheduled more than 1 week out of every 4 unless conflict of vacation, in such a case On call will be rotated among remaining employees.

Payment for On call duty shall be made at the rate of one hour per day for each day On call. Employees called into work while On call duty shall be paid double time for such work and shall be guaranteed a minimum of two hours pay (the "Minimum") at the appropriate rate for each instance where the employee is required to attend an On call service appointment and returns home. For certainty, where the employee has returned home before expiration of the Minimum and is called into work again prior to the expiration of that Minimum, the employee shall not be entitled to two Minimums, but rather shall be paid for hours actually worked, in accordance with the above.

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 his hourly rate. 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) Effective January 1, 2019, employees will be paid on a bi-weekly basis every two (2) Thursdays before the end of banking hours.

- e) 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.
- f) All time spent in court as a witness pertaining to Company business on an employee's 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.
- g) 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.
- h) 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 employee's 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.
- i) The starting rates for the Technician classification is 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 this 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.

A person having previous experience and/or qualifications may be hired at a rate of pay which exceeds the starting rate, as determined in managements sole discretion. The employee will then progress on the wage schedule for the position in accordance with this Article.

- j) (l) 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.

- k) Employees shall receive a shift premium of \$1.25 per hour for all scheduled hours worked after 6:00 PM and before 7:00 AM, and on Sunday. 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 \$11.75 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 1/2) times his/her basic hourly rate for the hours worked in lieu of the rest period.

ARTICLE 7 BENEFITS

- a) Bargaining unit employees shall be entitled to the same benefits (medical, dental, disability and retirement) offered to the majority of non-bargaining unit ADT employees employed in Canada subject to the terms, conditions and limitations contained therein. The employer reserves the right to add, modify or terminate such plans at any time for bargaining unit members so long as it's done

simultaneously with the majority of non-bargaining unit employees in Canada and other Canadian bargaining units which are subject to collective agreements with similar employer rights of addition, modification, and termination.

- b) The parties agree 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.

ARTICLE 8 PAID VACATIONS

- a) Vacation entitlement for employees shall be in accordance to the Company's vacation policy offered to the majority of non-Union ADT employees employed in Canada and subject to the terms, conditions and limitations contained therein. The Company reserves the right to add, modify or terminate such policy at any time for Employees so long as it's done simultaneously with the majority of non-Union ADT employees in Canada and other Canadian unions which are subject to collective agreements with similar employer rights of addition, modification, and termination. For ease of reference only, vacation entitlement for Employees are contained in b), (which remains subject to change in accordance with the above).
- b) Employees shall receive vacation entitlement with pay based on the service anniversary which the employee attains in the vacation year, as follows:
 - 1 year less than 8 years - 15 days
 - 8 years, less than 15 years - 20 days
 - 15 years and more - 25 days
- c) Vacation lists shall be posted on February 1st and finalized on March 31st 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 June 1st - August 31st and between December 1st—December 31st or until all employees have had the opportunity of registering their choice.

Vacation requests for the first three (3) months of the current year shall be considered on a first come first serve basis, subject to operational requirements.

- d) If an employee is dismissed for cause, he forfeits all right to vacation pay other than that prescribed by law. Notwithstanding the above, if an employee terminates employment for any other reason, their vacation entitlement shall be prorated in the year of departure. If the employee has overtaken their prorated entitlement, any excess vacation pay received will be deducted from their final pay.
- e) 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 Management and the employees affected. Vacation must be selected by March 15. Vacation requests submitted after March 15 will be scheduled subject to operational requirements.

- f) 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.
- g) Vacation pay shall be at the employee's 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	Labour Day	Remembrance Day
Victoria Day	Louis Riel Day	Christmas Day

In the event the Provincial government declares an additional statutory holiday, it is understood that it will be recognized

b) Employees scheduled to work on any of the nine (9) 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, by mutual agreement, and they will be paid time and one-half for the hours worked and straight time for the day they take off.

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 12midnight to 12midnight 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 in grievance meetings with Company representatives, provided such time is spent during their regular shift. No more than two (2) employees shall participate in Union negotiations at any one time. Union members of the negotiating committee shall be paid straight time for the time spent on negotiations, conciliation or mediation, providing such time is during their regular shift, up to a maximum of twenty-four hours of straight time.
- e) 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) In respect to filling posted vacancies, skills, qualifications, experience, abilities, aptitude and seniority shall be the guiding factors in selecting the employee who is regarded the most suitable. Where skills, qualifications, experience, abilities, aptitude are relatively equal between two or more employees, seniority in this bargaining unit shall be the deciding factor. Any position within the bargaining unit that becomes vacant and which the Company desires to fill, or any new position created by the Company shall be posted for a period of ten (10) calendar days. In the event there are no suitable applicants, the Company may fill the job opening as it deems appropriate.
- 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 SERVICE APPAREL

- a) The Company agrees to furnish those employees who are required to wear Service Apparel in the performance of their duties with the required Service Apparel.
- b) Employees will be responsible for the maintenance and cleaning of their Service Apparel, and any damage caused to Service Apparel other than through normal wear.
- 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) Employees are required to wear suitable CSA-approved safety footwear, as prescribed by the Company. All footwear must be "Green Patch" safety approved. Employees will be eligible for reimbursement for the purchase or repair of the above

mentioned footwear to a maximum of \$250 per rolling twenty-four (24) month period (from date of purchase), with receipts. New Employees requiring safety footwear shall be reimbursed as above following the six (6) months probationary period.

- 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) Effective date of ratification, the Company will pay to a maximum of one hundred fifty dollars (\$150.00) 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) 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.
- b) The Company will provide bulletin boards for posting of the Union notices and announcements.
- c) 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.

- d) 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.
- e) The Company will reimburse employees 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.

ARTICLE 14 TRAYELLING AND LIVING ALLOWANCES

- a) It is understood and agreed that an Employee cannot be required to use his personal automobile as a condition of employment. The use of Employee's personal automobile is strictly at the Employee's option, with management approval.
- 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 location at the beginning of his or her shift where the job or work assignment is within the boundaries of Metropolitan Winnipeg. For clarity, the reverse also applies at the end of his or her shift whereby time spent commuting to and from such locations shall not be compensated. It is understood, in all cases, that employees shall work a full 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 - **\$13.00**

Lunch - **\$16.00**

Dinner - **\$25.00**

An incidental expense of \$3.00 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 supply transportation on the job site.

(III) 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.

(IV) 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.

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 ADT, 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. ADT 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 grievor, 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 retain the right to be recalled to employment for a maximum period of 12 months. After 12 months, the employee's seniority shall terminate and employment shall be severed for all purposes. In such event, the employee 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. An employee may elect to accept severance pay at any time following the layoff, and upon doing so shall terminate their seniority and have their employment severed for all purposes.
- b) In the event an Employee, who is laid off, is recalled within a twelve (12) month period, their severance pay rights shall be established on the basis of their record of

continuous service.

- c) 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 one (1) member appointed by the Union Business Manager or his designate and one (1) members of the Company which will meet at least once quarterly, or more if necessary, to discuss problems of mutual concern relating to Labour-Management relations. For clarity, the Union Business Manager or his designate may attend any meeting, and equal representation between Union and Company representatives shall be maintained (i.e., 1 – 1; 2 – 2).

ARTICLE 20 COMMISSION AND INCENTIVE PROGRAMS

The parties acknowledge that the Company may initiate Commission/Incentive Pay programs to promote and support the achievement of business goals, and further acknowledge the Company's right to establish, modify and/or discontinue Commission/Incentive Pay Programs in response to changing business requirements or changing market conditions. Company shall provide a monthly state of add-on's sold per employee.

ARTICLE 21 VOLUNTARY SEPARATION / EARLY RETIREMENT PROGRAM

The parties agree that voluntary separation and/or early retirement incentive programs are useful in assisting the Company as it makes staffing decisions. Where the Company introduces a voluntary separation and/or early retirement incentive program the Company will review the details of the voluntary program with the Union prior to its introduction.

ARTICLE 22 CRIMINAL BACKGROUND CHECK

An employee shall, at the employer's request and cost, submit to a criminal record check.

Any outcome of such check that affects the employment of IBEW Members may be subject to Article 16–Grievance Procedure.

ARTICLE 23 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 hand billing, 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 24 MODIFICATION AND TERMINATION

This Agreement shall remain in full force and effect from the first day of September, 2021 until the thirty-first day of August, 2022 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 25 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 26
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 27
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.

Signed this the ___ day of _____, 2021

DocuSigned by:
Calvin Burton 12/13/2021
C0A18A2DB8EB4A4...

Calvin Burton
Director

For ADT Security Services Canada, Inc

DocuSigned by:
Joe Breland 12/13/2021
05F18012846042A...

Joe Breland
Business Manager

For IBEW - Local 435

SCHEDULE "A"**Senior Technician** (minimum)

Hourly Rates
Effective:
1 st Pay Period after Ratification
\$31.40

Technician

Hourly Rates	
Months of Service	Effective:
	1 st Pay Period after Ratification
0 – 6	\$18.42
7 – 12	\$19.48
13 – 18	\$20.94
19 – 24	\$22.28
25 – 30	\$24.05
31 – 36	\$25.93
36+	\$29.90

**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.

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**LETTER OF UNDERSTANDING
RE: TRANSITION**

**THIS LETTER OF UNDERSTANDING SHALL NOT FORM PART OF THE
COLLECTIVE AGREEMENT**

1. Statutory Holidays

The Parties agree that revisions to Article 9(a) will come into effect on January 1, 2022, the former Article 9(a) will be recognized until December 31, 2021.

The Parties further agree that the Employer will recognize the Civic Holiday as a statutory holiday on August 1, 2022.

2. Lump-Sum Payment

A payment of \$1,500.00, less required withholdings, will be paid to employees as soon as practicable following the signing of the collective agreement.