



Agreement

Between

The International Brotherhood of Electrical Workers

Local Union 435

and ProTELEC Limited

July 1, 2007 to June 30, 2010

## **AGREEMENT**

Agreement entered into this the tenth day of July, 2008

between ProTELEC LIMITED,

200-1450 Mountain Ave, Winnipeg, Manitoba,

hereinafter referred to as the Company, and

LOCAL UNION 435 - INTERNATIONAL BROTHERHOOD OF

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

referred to as the Union.

## INDEX

ARTICLE 1	Union Recognition
ARTICLE 2	Discrimination
ARTICLE 3	Management Rights
* ARTICLE 4	Hours of Work
* ARTICLE 5	Statutory Holidays
* ARTICLE 6	Wages
* ARTICLE 7	Wages - Overtime
* ARTICLE 8	Paid Vacations
ARTICLE 9	Leave of Absence
* ARTICLE 10	Seniority & Promotions
* ARTICLE 11	Grievance Procedure
* ARTICLE 12	Discrimination
* ARTICLE 13	Benefits
* ARTICLE 14	Uniforms
* ARTICLE 15	Special Provisions
ARTICLE 16	Travelling & Living Allowances
* ARTICLE 17	Resignation & Dismissal
ARTICLE 18	Special Merit Increases
* ARTICLE 19	Labour Management Committee
ARTICLE 20	Strikes & Lockouts
ARTICLE 21	Retroactivity
* ARTICLE 22	Differentials
* ARTICLE 23	Acting Supervisor
ARTICLE 24	Waiver & Enforcement Provisions
* ARTICLE 25	Employee Retirement Savings Plan
* ARTICLE 26	Modification & Termination
* ARTICLE 27	Dental Plan
* WAGE SCHEDULE	

\* denotes Articles with negotiated changes.

## **ARTICLE 1 - UNION RECOGNITION**

- a) The Company agrees to recognize the Union as the sole bargaining agency for such employees of the Company as are defined in Certificate MLB-2686.
- b) The Company shall deduct a sum equivalent to monthly dues, as prescribed by the Union, from the pay of each employee to whom this Agreement applies. Deductions shall be made from each paycheque and shall be remitted to the Union monthly, together with a list of all those from whom deductions have been made and their current hourly rates. It is mutually agreed that when an employee has no pay to 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.

## **ARTICLE 2 - DISCRIMINATION**

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

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

## **ARTICLE 3 - MANAGEMENT RIGHTS**

The Company shall remain vested with full and exclusive control of the Management and operation of the Company and with the direction and supervision of the working forces, including its rights to hire, suspend, or discharge employees for proper cause; or to relieve employees from duty because of lack of work or for other legitimate reasons; or to schedule its operations; or to extend, limit, curtail or reschedule its operations, when in its sole discretion it may deem it advisable to do so, providing that any claim by the Union that these rights are exercised in a discriminatory manner shall be considered a grievance and shall be dealt with in accordance with the terms of this Agreement.

## **ARTICLE 4 - HOURS OF WORK**

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

### **\*4.02.1 SERVICE DEPARTMENT**

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

### **\*4.02.2 MONITORING SERVICES DEPARTMENT**

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

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

### **4.02.4 CHANGES TO TOURS OF DUTY**

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

### **\*4.03 BREAKS**

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

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

\* 4.05 STANDBY

Technicians may be required to be on seven (7) day rotational standby schedule. For each seven (7) day cycle or pro-rated portion thereof the employee will receive one hundred and twenty-five (\$125.00) dollars. When an employee on standby is called into work outside of his/her regular working hours, the provisions of Article 7(d) will apply.

**ARTICLE 5 - STATUTORY HOLIDAYS**

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

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

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

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

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

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

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

e) If an employee takes 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 Years Day so that employees who work on the Christmas shall not be scheduled for the New Years.

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

## **ARTICLE 6 - WAGES**

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

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

\*c) Employees will be required to provide a VOID cheque and will be paid by direct deposit every second Friday. There shall be a one-week holdback of pay to accommodate the bi-weekly pay period. Appropriate pay stubs will be made available in a timely fashion.

d) All time spent in court as a witness on behalf of the Company on an employee's own time will be compensated for at straight time.

e) Whenever necessary, employees who are requested by the Company to attend special training classes on their own time after working hours, will be paid at their regular rate for all time spent training.

f) An employee shall be paid at his regular rate of pay or scheduled to work during absence not exceeding three (3) consecutive days, for the purpose of attending the funeral of a member of the employee's immediate family, defined for the purpose hereof to include the employee's mother, father, sister, brother, husband, wife, child, mother-in-law, or father-in-law. Other situations may be taken to the Supervisor for consideration. Employees to supply pertinent information for such absence to the Supervisor, prior to scheduled tours of duty.

\*g) Schedule "A" of this agreement will determine the starting rate and increases for each occupational classification. Newly hired employees, if considered qualified by management can be hired initially at higher rates as determined by their qualifications and proceed from that point. Increases or decreases in an employee's rate shall not be made effective while an employee is absent from work due to sickness, accident, or leave of absence.

#### **\*ARTICLE 7 - WAGES - OVERTIME**

a) All hours worked over 80 hours in a two-week pay period, or beyond 8, 10 or 12 hours as scheduled in any shift, shall be overtime.

b) Overtime shall be paid on the following basis: Time and one half for the first four (4) hours of overtime and double time thereafter until relieved.

c) Full time Monitoring Services staff requested to perform work on the employee's day off shall be paid time-and-one-half for the agreed upon shift the employee is to work. For all hours worked beyond the agreed shift double time shall apply.

d) Service technicians who are on call shall receive double time from the time they leave home until the time they return home. A minimum of 2-hours at double time shall be paid for all instances a service technician is called.



## **ARTICLE 8 - PAID VACATIONS**

\*a) A vacation year shall be the twelve months between July 1<sup>st</sup> of one year and June 30<sup>th</sup> of the following year.

\*b) Vacation pay is calculated based on the earnings in the previous year. For each week of vacation, employees earn two per cent of their gross wages as vacation pay.

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

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

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

c) Employees with less than one (1) year's service shall receive vacation with pay in accordance with the Manitoba Vacations with Pay Act.

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

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

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

\*g) A vacation list shall be posted for each department (Monitoring & Service) by March 1st and finalized on April 30<sup>th</sup> of each year. Vacation choices shall be on the basis of Company seniority, except that no employee shall be allowed to choose more than two (2) weeks until all employees have had the opportunity of registering their choice.

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

h) For the purpose of defining amount of 'service' in regards to vacation, all vacations taken in one (1) year will be based on employment with the Company, as of the employee's anniversary date.

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

j) 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.

Should an employee fail to register by the April 30<sup>th</sup> finalization date, will result in being placed at the bottom of the vacation list.

k) Relief replacements for vacation periods shall be made for not more than two (2) months and be paid a rate commensurate with their qualifications. If retained on a regular basis after this time, they shall have seniority status from time of original hire.

#### **ARTICLE 9 - LEAVE-OF-ABSENCE**

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

#### **ARTICLE 10 - SENIORITY AND PROMOTIONS**

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

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

c) When a full time position becomes available, the company shall endeavor to fill the position by canvassing part time bargaining unit members. The senior qualified applicant shall be selected, and shall be placed on the appropriate full time pay scale based on accumulated hours.

\* d) Service Technician Progress Levels

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

Service Technician Level 1

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

Full knowledge of basic ProTELEC service policies and procedures,

Full knowledge of ProTELEC safety policies,

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

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

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

Demonstrated ability to perform minor service calls on residential and commercial alarm systems, such as

change batteries,

replace door contacts

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

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

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

Successful completion of Class “M” Limited Electrical License,

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

## Service Technician Level 2

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

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

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

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

Demonstrated ability to service all type of ProTELEC customers, from the small residential security systems to the large commercial systems,

Demonstrated ability to install residential and commercial alarm systems,

Full knowledge of commercial control panel (DMP), programming and operation.

Full knowledge of commercial end user software (DMP’s System Link) and demonstrated ability to install, set up and train customers on its features,

Knowledge necessary of networking and Internet Protocol (IP) as it relates to ProTELEC products and services,

Demonstrated ability to install, program and service commercial door control systems (DMP),

Commercial Specializations:

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

CCTV Systems  
Card Access Systems  
Health Care Communication Systems  
Sound Systems

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

Specialization training will be comprised of:

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

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

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

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

f) Any employee laid off due to shortage of work who has been notified in writing 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 any employee, a copy shall also be mailed immediately by registered mail to the Business Manager of the Union.

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

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

## **ARTICLE 11 - GRIEVANCE PROCEDURE**

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

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

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

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

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

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

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

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

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

**\*ARTICLE 12 - REPRESENTATION**

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

**ARTICLE 13 - BENEFITS**

\*a) The company agrees that all employees covered by this Agreement shall accumulate sick or jury duty leave on the basis of one day per month of service. (One day is equivalent of 8-Hours pay at regular time)

Sick leave will be paid on the following basis for the first three occurrences per calendar year with any additional occurrences subject to a one-day waiting period:

1-6 months	Not eligible
6-12 months	Three day waiting period
12-24 months	Two day waiting period
24-36 months	One day waiting period
More than 36 months	½ Day waiting period

New employees (1-6 months) while not eligible to receive sick pay, shall accumulate benefits as per paragraph one of this article.

Sick leave payments will be reduced by any wages paid by Workers Compensation.

The Company reserves the right to return to a full (1) day waiting period after 36 months, should, in the Company's opinion, sick leave abuse be taking place.

b) The Company will organize, administer and pay 50% of the Basic Blue Cross Plan.

c) HEALTH & WELFARE PLAN -

The Plan Administrator will be responsible for providing and administering the Health & Welfare Plan. The Company shall not contribute to the Plan.

d) Effective immediately, the company shall fully fund the new Group Insurance Benefits Plan the currently in place for the Office staff. This includes coverage for Group Life Insurance, Accidental Death and Dismemberment, and Long Term Disability.

**\*ARTICLE 14 - UNIFORMS**

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

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

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

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

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

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

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

The company reserves the right to refuse footwear payment, if the employee does not wear the safety footwear during working hours.

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

## **ARTICLE 15 - SPECIAL PROVISIONS**

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

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

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

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

## **ARTICLE 16 - TRAVELLING & LIVING ALLOWANCES**

a) Mileage rates for use of employee owned automobile travelling on assignment for the Company shall be thirty-five cents (35 cents) per kilometre with a minimum of \$5.00 per day, and the Company will pay all reasonable parking costs.

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 17 - RESIGNATION AND DISMISSAL**



\*a) Employees with one year or more of service wishing to resign shall send written notice to their Supervisor at least two (2) weeks before leaving the Company. Employees with less than one year but more than 30 days of service shall send written notice at least one (1) week before leaving the company.

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

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

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

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

This provision is inserted in the Collective Agreement pursuant of the provisions of Section 79 (1) and (2) of the Labour Relations Act of Manitoba, and if such provision of the Act is amended or repealed, this sub-paragraph shall be null and void.

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

#### **ARTICLE 18 - SPECIAL MERIT INCREASES**

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

#### **\*ARTICLE 19 - LABOUR MANAGEMENT COMMITTEE**

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

#### **ARTICLE 20 - STRIKES & LOCKOUTS**

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

#### **ARTICLE 21 - RETROACTIVITY**

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

#### **\* ARTICLE 22 - DIFFERENTIALS**

A shift premium as per schedule "A" of the agreement shall be paid for all hours worked between the hours of 16:00 and 08:00.

#### **\* ARTICLE 23 - MONITORING SERVICES ADDITIONAL PAY PREMIUMS**

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

b) Training- from time to time employees will be required to assist with the training of new staff members. A premium as per schedule "A" of the agreement shall be paid for all hours they provide training. The company has the right to deny payment if it is clear that inadequate training had been performed.

c) Crossed Trained - when an employee is capable of being both an Alarm Monitoring Representative (AMR) and a Customer Service Representative (CSR) an additional premium will be paid as per schedule "A" of the agreement. To qualify the employee must be able to demonstrate proficiency in both roles and have worked a minimum of 520 hours at each role. To remain qualified the employee must perform a minimum of 16 hours in both roles for every 1040 hours worked.

#### **ARTICLE 24-WAIVER & ENFORCEMENT OF PROVISIONS**

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

#### **\*ARTICLE 25 - EMPLOYEE RETIREMENT SAVINGS PLAN**

All employees after (1) year of service will be required to participate in a retirement savings plan. Employees hired prior to (July 10, 2008) are exempt, but may irrevocably opt in on a voluntary basis by giving notice to the company.

The company will deduct a minimum of (6%) from each pay period and forward the monies to the agreed upon retirement Savings Plan Agent, along with a list designating the amount for each employee. The employees can annually change the amount deducted. All funds are the employee's and as such, an employee has the right to withdraw these funds, and will be responsible for all taxes, etc. The Company's responsibilities end with the deduction from pay

cheque and forwarding of proper funds and distribution lists to the designated agency. The company shall not contribute to the plan.

**\* ARTICLE 26 - MODIFICATION & TERMINATION**

This agreement shall remain in full force and effect from the first day of July 2007 until June 30th 2010 and thereafter from year to year unless either party gives to the other party written notice of termination or modification by registered mail within a period of not more than sixty (60) days nor less than thirty (30) days prior to the annual expiration date. In the event of such notice of termination or modification being given, the parties agree to meet within thirty (30) days of its receipt to negotiate with a view to agreeing on terms and conditions for the renewal or modification of the Agreement. The terms and conditions of the existing agreement shall remain in effect during the period of such negotiations.

**\*ARTICLE 27 – DENTAL PLAN**

Effective April 1, 2003, a dental plan shall cover all members of the bargaining unit, current and future. All current employees are covered effective upon implementation of the plan. Future enrolment will require a 3-month waiting period. The total cost of the yearly premium for the dental plan will be paid by ProTELEC Ltd. Each individual is responsible for their own yearly deductible.

- 100% (mandatory) participation, excluding spousal waivers
- condition of employment for new employees
- 80% reimbursement of eligible Basic services, including Endodontics and Periodontics
- 50% reimbursement of eligible Major services
- \$25 single/\$50 family annual deductible
- \$1,500 annual maximum per insured person

**BASIC SERVICES COVERED**

The Plan covers the “Basic” Dental Services listed below:

1. Diagnostic:  
All necessary procedures to assist the dentist in evaluating existing conditions to determine required dental treatment, including:
  - Examinations covered twice in each calendar year.
  - Bite-wing x-rays covered twice in each calendar year.
  - Full mouth x-rays or Panorex once every two years if necessary.
2. Preventive:  
The usual preventive procedures including:
  - Prophylaxis (the removal of deposits and stains from the tooth surface) up to twice in each calendar year.
  - Topical application of fluoride up to 2 applications in each calendar year.
  - Space maintainers (except when used in orthodontic treatment).

3. Extractions:  
Uncomplicated procedures for the removal of teeth which are beyond restoration.
4. Surgical:
  - Extractions and complicated surgical procedures performed in the Dentist's office, including postoperative care.
  - Diagnostic x-rays and laboratory procedures required in relation to dental surgery.
5. Restorative:  
All necessary procedures to restore natural teeth by composites (fillings) made of amalgams, silicates, plastics, and synthetic porcelains. Includes temporary stainless steel crowns.
6. Prosthetics:  
Repair of damaged dentures. Adding teeth to an existing denture, or relining or rebasing the denture once every three years.
7. Endodontics:  
The usual procedures required for pulpal therapy and root canal filling.
8. Periodontics:  
The usual procedures for treatment of the diseases of the tissues and bones supporting the teeth.
9. Anesthesia:  
General anesthesia, administered in the Dentist's office in connection with surgical, periodontic or restorative procedures.
10. Accidental Injury:  
Major dental services as a result of an accident up to a maximum of \$1,000 per year per person.

#### MAJOR SERVICES COVERED

In addition to the "Basic" Services listed previously, the Plan covers the following "Major" Dental services:

1. Extensive Restorations:
  - Gold inlays and onlays.
  - Jackets, crowns and bridges to rebuild and replace missing teeth.
2. Prosthetics:
  - Partial or complete upper and/or lower dentures, provided by a Dentist or licensed Denturist.
  - Allowances include all adjustments.

## **Monitoring Services Wage Schedule**

ProTelec wage schedules:

Effective July 1, 2008 all wages will be increased by the Statistics Canada increase in the All Items Consumer Price Index for Manitoba covering the period July 2007 to July 2008.

Effective July 1, 2009 all wages will be increased by the Statistics Canada increase in the All Items Consumer Price Index for Manitoba covering the period July 2008 to July 2009.

Wage increases will be processed retroactively as soon as statistics are available.

## **ProTelec Dress Code Policy**

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

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

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

### **Examples of appropriate work attire would be:**

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

### **Examples of inappropriate work attire would be:**

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

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

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

## **Schedule "B"**

### **TOOL'S REQUIRED BY SERVICE TECHNICIANS**

DRILL

DRILL BITS

1/8"

1/4"

3/8"

3/4" SPADE

1" SPADE

STANDARD SET

FLASH LIGHT

STAPLER

LEVEL

BUTT SET

MULTI METER

SCREW DRIVERS:

ROBERTSON YELLOW

ROBERTSON GREEN

ROBERTSON RED

PHILLIPS SMALL

PHILLIPS LARGE

FLAT BLADE

TERMINAL SCREW DRIVER

PRY BAR

FISH TAPE

NEEDLE NOSE PLIERS

LINES MAN PLIERS

SOLDERING IRON & SOLDER

HAMMER

NAIL PUNCH

