

ALARM AGREEMENT

between

A.D.T. SECURITY SERVICES CANADA INC.

and

LOCAL 213 OF THE  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

EFFECTIVE DATE

JANUARY 1, 2010 TO JULY 14, 2013

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## **ARTICLE A**

### **Preamble and Term**

First that for and in consideration of harmonious relations and settled conditions of employment, with financial and personal relations mutually beneficial, and the covenants and agreements herein mentioned, the parties hereto enter into, ordain, establish and agree to the following conditions of employment commencing on the first day of January, 2010 and continuing in full force and effect for a period of forty-three (43) months and thirteen (13) days, ending the 14<sup>th</sup> day of July, 2013 except where specifically specified in this agreement and subject to notice in writing from either party hereto to the other, within the four months immediately preceding the date of the 14<sup>th</sup> day of July, 2013. The same may be amended, cancelled or substituted as may be mutually agreed upon by the parties hereto.

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

## **ARTICLE B**

### **Management Rights**

The Union recognizes that the Company shall have the sole and exclusive right, except as otherwise specifically limited by the express provisions of this Agreement, to determine all matters pertaining to the management of its affairs, and that the direction of employees is fixed exclusively in the Company and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive right of the Company to:

1. Maintain order, discipline and efficiency;
2. Organize, reorganize or subcontract the work of employees;
3. Hire, appoint, discharge, promote, demote, classify, transfer, lay off, recall, suspend or otherwise discipline employees;
4. Make and enforce and alter from time to time rules and regulations to be observed by the employees;
5. Determine and change the operations of the Company; determine and change the locations where the Company's operations are carried on; determine and change the methods of carrying out the Company's operations; set reasonable standards for the performance of work; determine the work to be performed by employees.
6. Determine the nature and kind of operations conducted by the Company; the kind and location of equipment to be used; the extension limitation, curtailment or cessation of operations; the right to sell, merge, consolidate or lease operations or any part thereof; and to determine all other functions and prerogatives heretofore vested in and exercised by the Company which shall remain solely with the Company.

## ARTICLE 1 – UNION SECURITY

### 1.01 (a) **Union Recognition**

The Company agrees to recognize the Union as the sole bargaining unit for such employees as are defined in the Certificate issued by the British Columbia Industrial Relations Council at and from Burnaby, B.C.

### (b) **Union Membership**

The Company shall inform the Union of all new employees; such employees shall, within thirty (30) days of their employment by the Company, make application for membership in the Union. All applicants must become members of the Union and shall remain members of the Union as a condition of employment.

### 1.02 **Contractors**

(a) Such work performed for, or at the instance of the Company by contractors, subcontractors, or other third parties shall be performed only by members in good standing of the said organization.

(b) The Company agrees that work normally performed by the employees shall not be subcontracted to outside contractors if the subcontracting of such work at the time results in the layoff of regular employees, except when, however, where the situation requires the employment of contractors because of owner, subscriber, or subscribers agents needs. The matter shall then be discussed by the Company and the Union immediately. The intent of this clause is not to deny the Company the right to subcontract work but to ensure job security of the Company's employees.

(c) It is mutually agreed that all new B.C. and Yukon Building Trade Council installations requiring contractual negotiations with the Company's customers will be contracted to an acceptable unionized contractor capable of performing the work. However, the Company retains the option at any time during the term of this Agreement to establish a wholly owned subsidiary to do all such installation work. If and when such option is exercised, it is mutually agreed that all conditions required by the L.U. 213 Inside Wiremen's Agreement then in effect will apply for hourly rated employees of the subsidiary will be obtained from the Union and present employees who have qualified as Inside Wiremen will be given preference to employment in the subsidiary.

- 1.03      **New Employees**  
All newly hired employees must serve a probationary period of ninety (90) calendar days, at which time they will be considered regular employees. This does not apply to laid off employees.
- 1.04      **No Discrimination**  
Provisions of this Agreement will be applied to all employees covered by this Agreement without discrimination on account of race, colour, creed, sex or national origin.
- 1.05      **Gender Substitute**  
Where the male gender is referred to in this Agreement, the female gender shall be substituted when necessary.
- 1.06      **Union Discipline**  
The Union reserves the right to discipline its members for violation of its rules and regulations.
- 1.07      **Payroll Inspection**  
Where an employee has raised a complaint about his pay cheque with the Company and has been unable to get it satisfactorily resolved, he may, prior to filing a grievance, meet with management and the Assistant Business Manager or his designate to discuss the issue and to review the payroll record of that employee for the period in question as required.
- 1.08      **Union Clearance**  
The Company agrees that permission for the Business Manager or Assistant Business Manager representing the bargaining unit to enter the Company's premises will not be unreasonably withheld or denied. It is understood that the Business Manager will provide reasonable advance notice of such visit.
- 1.09      **Union Bulletin Board**  
The Company will provide bulletin boards for the posting of Union notices and announcements.

## **ARTICLE 2 – WORK STOPPAGES**

- 2.01      **No Strike/No Lockout**  
There shall be no strike, lockout, slow-down or stoppage of work during the term of this Agreement, by either party.

2.02

**Rendering Assistance**

It is agreed that no part of this Agreement is to be interpreted as requiring members of the Union to work behind or cross a recognized legal picket line where strike, lockout or other conditions detrimental to the interests of the Local Union prevail.

**ARTICLE 3 – GRIEVANCE PROCEDURE**

3.01 (a) **Procedure**

It is specifically agreed that in the event a dispute arises out of the interpretation, application, operation or alleged violation of this agreement, the same shall be settled by means of the procedure set out herein.

(b) **Time Limits**

No such grievance shall be recognized unless called to the attention of the Company by the Union or the Union by the Company within five (5) days after the knowledge of the alleged violation occurred. Further, should the grieved party fail to proceed with the grievance within the time limits set out below, the grievance shall be deemed to have been settled or abandoned. All time periods mentioned in this Article exclude Saturdays, Sundays and recognized holidays.

It is understood that the time limits specified in these procedures may be extended by mutual agreement of the parties.

(c) **First Step**

All grievances arising under this Agreement shall be taken up with the appropriate Shop Steward who shall put the grievance in writing and discuss it with the employee's supervisor who shall render his decision in writing by the end of the fourth (4<sup>th</sup>) work day following.

(d) **Second Step**

If not satisfactorily resolved at this stage, the Shop Steward shall then refer the grievance to the Union Business Manager who shall discuss it with the next level of supervision, who shall render his decision in writing by the end of the sixth (6<sup>th</sup>) work day following.

(e) **Third Step**

If not satisfactorily resolved at this stage, the Union Business Manager shall then refer the grievance to the Director of Labour Relations. If upon discussion between the parties the matter is still

unresolved, either may submit the grievance to arbitration within ten (10) days of the discussion.

No matter settled prior to arbitration shall set precedent nor prejudice any other matters unless agreed to in writing by the Union Business Manager and the Director of Labour Relations.

#### **ARTICLE 4 – ARBITRATION PROCEDURE**

4.01 (a) **Reference to Arbitration**

When a grievance or dispute has been submitted to arbitration the party so submitting shall notify the other party in writing of its desire to submit the grievance or dispute to arbitration and the notice shall contain the name of the first parties appointee to the Arbitration Board.

(b) **Selection of Chairman**

The recipient of the notice shall, within five (5) days, inform the other party of the name of his appointee to the Arbitration Board. The two (2) appointees so selected shall, within five (5) days of the appointment of the second of them appoint a third person who shall be a chairman. If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to appoint an arbitrator, the appointment shall be made by the Minister of Labour for the Province of B.C. upon request by either party.

(c) **Decision of Board**

The decision of the Arbitration Board shall be final and binding. The decision of the majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairman governs.

(d) **Expenses of Board**

Each party shall bear the expense of its appointee and one-half of the expenses of the Chairman of the Arbitration Board. Witness fees and allowances shall be paid by the party calling witnesses. No cost of arbitration shall be awarded to or against either party.

(e) **Jurisdiction of Board**

The Arbitration Board shall deal only with the questions referred to them and without limiting the foregoing shall not extend, modify or amend any part of the Agreement.

(f) **Authority of Board**

In case of grievance for discharge, suspension or other actions of discipline, such grievance may be settled by the Arbitration Board by confirming the Company's decision in discharging, suspending, or disciplining the employee, or by reinstating the employee with full or partial compensation for time lost, or any other arrangement which is just and equitable in the opinion of the Board.

- (g) The parties may, by mutual agreement, select a sole Arbitrator instead of an Arbitration Board. In the event the parties fail to agree on the arbitrator, either party may request the Minister of Labour to make the selection. A sole arbitrator shall have the same authority as an Arbitration Board.

## **ARTICLE 5 – LABOUR / MANAGEMENT RELATIONS**

5.01 (a) **Joint Consultations**

The Company and the Union recognize the mutual value of ongoing joint consultations in matters pertaining to working conditions, supervision, safety and labour/management relations generally. To this end, Company representatives and the Union Stewards who are employed by the Company may meet at such time and place as may be mutually agreed upon, for the purpose of discussing violations of the Agreement, and any other matters of mutual concern and benefit.

- (b) The Union may request permission from the Employer to have one Union representative, other than a Steward attend a labour/management meeting, and the Employer shall not unreasonably refuse such permission.

- (c) Such a meeting shall be held at least once every three (3) months during the term of this Agreement.

5.02 **No Changes to Agreement**

It is expressly understood and agreed that under no circumstances shall this Article be construed by either party as a right to require the reopening of the Agreement or any part of it. The terms and conditions of the Agreement shall in all events continue to be effective throughout the express term of this Agreement except where amendments are mutually agreed to in writing and appended to this Agreement.

## **ARTICLE 6 – EMPLOYEE DEFINITIONS AND CLASSIFICATIONS**

### **6.01 (a) Definitions and Classifications**

In order to clarify the various work classifications in the operation, the following definitions are set down. These definitions are not intended to be restrictive on the Company. Therefore, as well as the duties specifically outlined below, the duties of each job shall also include such other relative functions as may be assigned from time to time.

Management personnel can be required by the Company to perform technician's work under the following conditions:

- (a) instructive capacity
- (b) in emergency situations when an employee who normally does the work is not available.

#### **Master Serviceman**

A qualified Technician shall be appointed as Master Serviceman to provide technical support and training for the Technicians as required by the Installation/Maintenance Supervisor. The Master Serviceman shall be required to maintain a complete knowledge of all standard ADT equipment transmission techniques and installation/ inspection/ maintenance procedures. The Master Serviceman shall be assigned to provide general support for the duration of his normal shift in addition to his other Technician's duties. This article shall, in no way, limit the ability of the Company to direct the day-to-day activities of its Technical workforce. In addition, the Company shall continue to utilize its management and training personnel for product and technical training in accordance with its normal practice.

#### **Technician**

An employee designated to carry out the following duties:

1. The upgrading of the existing alarm services in the field.
2. The addition or deletion of supplementary protection to an existing service.
3. Maintenance and service inspection of all alarm services.
4. Commissioning of services' equipment installed by a contractor.

5. Testing and repairing malfunctions in commissioned services including Central Station equipment.
6. When assigned to the Central Station, assist in the Central Station operations.
7. Technicians' jurisdiction shall include installation of new services excluding B.C. and Yukon Building Trade Council sites.
8. Time and material work.
9. Rehabs or rebuilds of presently installed services/equipment not requiring contractual negotiations with the Company's customers.
10. Technicians' jurisdiction shall include new commercial installations including sales made by the Vancouver residential branch.

If a new classification is included in the bargaining unit or created, the rate for such a classification shall be opened for negotiation between the Company and the Union within thirty (30) days. The Company may place into effect a temporary rate of pay pending negotiation of the rate, and once the rate is negotiated, it shall be made retroactive to the date such classification was included, created or changed.

In the event the Union and the Company are unable to agree on the appropriate rate for newly included or created classifications, the dispute shall be submitted to interest arbitration for a decision regarding the appropriate title, description and rate. A failure to agree to a referral to interest arbitration shall in no event preclude or delay the inclusion or creation of, or change to such a classification.

## **6.02 Part Time Employees**

### **(a) Maximum Employed**

The Company may employ a maximum of two (2) Technicians as part time employees.

### **(b) Union Clearance**

Such employees shall secure a clearance from the Union Hall and pay appropriate union dues.

- (c) **Minimum Hours**  
They shall work a minimum of four (4) hours when called to work and not perform scheduled overtime. In addition, they shall not work more than eighty (80) hours per month.
- (d) **Layoff**  
In cases of layoff or reduction in the regular workforce, such part time employees shall be terminated.
- (e) **Seniority**  
Part time employees shall not accrue Company seniority.
- (f) **Wage Progression – Part Time Employees**  
The wage progression rate for part time employees shall be on total hours worked.  
  
0 to 1040 hours equates 0 to 6 months worked.  
After 1040 hours equates to 6 months worked.  
After 2080 hours equates to 12 months worked.
- (g) **Overtime**  
Vacation relief employees or part time employees that work in excess of eight (8) hours in a day or forty (40) hours in a week, shall be paid overtime rates for such hours.

## **ARTICLE 7 – SENIORITY**

- 7.01 **Order of Layoff**  
The Company recognizes the principal of seniority in the event of a reduction of forces; the last person hired should be the first person released. In rehiring, the last person released shall be the first person hired.
- 7.02 **Minimum Notice**  
The Employer recognizes and agrees to be bound by the provisions of the Employment Standards Act (Part V) of B.C. as it applies to lay-offs.
- 7.03 **Notice to Union**  
When layoffs are required, the Company shall give immediate notice to the Union with the view of allowing as much time as possible for both parties to this Agreement to discuss the matter and to reach where possible, satisfactory arrangements for the retraining

of the affected employees by the Company, or for placement of the affected employees elsewhere through the Union, prior to the layoff.

7.04 **Technological Change – Severance Pay**

- (a) An employee who is displaced from his/her job classification due to the introduction of alarm monitoring computers and/or other technological change in the Employer's operation shall be given first consideration for other positions then vacant within the bargaining unit, or ADT Canada Inc. operations, if qualified or retrainable.
- (b) If the Employer determines that an employee is retrainable for such other position, the Company will be responsible for the necessary training.
- (c) Severance pay as defined in paragraph (e) shall be utilized either when a vacancy is not available at the time of displacement or when an employee is not offered such a vacancy or when an employee who is offered such a vacancy fails to assimilate the required training.
- (d) In the event that there is no such position vacant at the time of severance, the employee can elect to defer claiming severance pay for a period not to exceed three (3) months. During the deferment period, the person will be afforded an opportunity to be trained for other such suitable positions within the bargaining unit which become available.
- (e) Each employee displaced as set out above with more than five (5) years of continuous service with the Company shall receive severance pay at the rate of one (1) week for each full year of service. Employees in receipt of severance pay shall not be subject to being rehired pursuant to Article 7.01.

**ARTICLE 8 – HOURS OF WORK**

8.01 **Scheduled Hours of Work**

The hours of work will be as indicated on the schedule attached and designated as Appendix 'B' to this Agreement, but in no way limits the Company to the number of employees it may have at any one time on its payroll.

- 8.02      **Shift Rotation**  
Shifts indicated as rotating on Appendix 'B' will rotate on a four (4) week basis unless otherwise indicated.
- 8.03      **Shift Schedule Changes**  
Changes to the shift schedule shall be made on a mutually agreeable basis between the designated Union Representative and the Service Manager.
- 8.04      **Posted Shift Changes**  
Any changes to shifts as posted should be made at least seven (7) full days prior to the proposed change. Where less than four (4) full days notice is given, the employee(s) affected will receive two (2) times their normal hourly rate of pay for the first shift.
- 8.05      **Mutual Shift Changes**  
With regards to mutual arrangements for temporarily exchanging days or shifts of work, all mutual arrangements must be agreeable to the Management and at no additional cost to the Employer.
- 8.06      **Shift Premiums**  
Employees assigned to the afternoon shift (1600-2400) shall be paid a premium of \$1.00 per hour for all hours worked on that shift and employees assigned to the midnight shift (2400-0800) shall be paid a premium of one dollar and twenty-five cents (\$1.25) per hour for all hours worked on that shift.
- 8.07      **Report Pay**  
Employees shall receive a minimum of two (2) hours pay at their prevailing scale for reporting to work when no work is available, unless they have been notified before the termination of the preceding shift.
- 8.08      **Meal Breaks**  
On shifts as per Appendix "B", indicated as 0800-1630; 1100-1900 and 0800-1600, each employee shall be provided with an eating period of not less than one-half (1/2) hour or such shorter period as necessitated by emergency conditions such as alarms or fires, at such intervals that will result in no employee working longer than five (5) consecutive hours without an eating period. In the event a lunch period is not provided as stipulated, the employee will be paid one and one-half (1 ½) times his regular hourly rate for the portion of the lunch period not taken, plus one-half (1/2) hour or less

rest period with no loss of pay, at a time to be mutually agreed upon.

8.09      **Hours of Work – Data-Coordinator**

The standard work week shall consist of forty (40) hours, Monday through Friday. The daily hours of work shall consist of eight (8) hours with a starting time of 0800 hours and a quitting time of 1630 hours. This will include a one-half (1/2) hour unpaid meal break.

**ARTICLE 9 – OVERTIME**

9.01      **Definition**

All time worked in excess of eight (8) hours in a twenty-four (24) hour period shall be classed as overtime.

9.02      (a)      **Payment of Overtime**

All overtime shall be paid at two hundred per cent (200%) of regular wages. The minimum amount paid for call out should be the proper amount for two (2) hours of work beginning at the time of the call.

(b)      **Standby Duty**

The rotating Technician will be assigned to standby for a period of one week (7 days) at a time. During this period, the employee will be paid for standby duty at the rate of ten (10) hours pay per week, and if actually called to work, he will receive pay at the overtime rate. Standby shall start from Thursday 4:30 p.m. to the following Thursday at 8:00 a.m.

9.03      **Overtime Meals**

A meal intermission that occurs during any overtime period shall be paid for at the prevailing rate, providing such intermission is not more than thirty (30) minutes duration.

9.04      **Overtime Rest**

An employee working overtime must have eight (8) hours rest, prior to starting his next scheduled shift. If the employee would not be able to complete a minimum of four (4) hours of his next regular shift, then no loss of pay for that regular shift would apply, i.e. the employee must return to work by 1300 hours if his overtime finished at or before 0500 hours on the same calendar day.

## ARTICLE 10 – REPORTING TO WORK

### 10.01 **Report Location**

For employees assigned take home vehicles who live within (30) minutes of the Burnaby office, travel to their first and from their last jobs shall be on their own time for jobs within 30 minutes of their home. For those employees who live more than (30) minutes from the Burnaby office, their unpaid travel time shall equal the travel time between their home and the Burnaby office.

### 10.02 **Overnight Assignments**

Work assignments which necessitate the employee to stay overnight shall be governed as follows:

1. Travel time will be paid at the prevailing hourly rate and the employee shall travel at the time designated by the Employer. The Employer shall pay all travel time and expenses from reporting point to job, job to job, and from job to reporting point.
2. Men shall be reimbursed all actual expenses incurred in proceeding to and from the job by land, sea or air and telephone expenses incurred in connection with the job.
3. When accommodation and meals are required, building trade standards or first class accommodation for that particular area will be used. Receipts will be required for such expenses reimbursement.
4. Unless it interferes with another job or customer requirements, offers of overnight assignments will be made by seniority to the qualified technician. Qualifications will be based on the skills needed for the particular assignment.

If there are no qualified volunteers, the junior qualified technician shall perform the work.

Disputes in the application of this provision shall be referred to the Union Business Manager and Area Manager for the business group involved. Remedies for any error shall be limited to preference for future assignments.

## ARTICLE 11 – JOB VACANCIES

### 11.01 (a) **Job Posting**

The Company shall post bulletins advising all employees covered by this Agreement of any positions that may become vacant or any new positions covered by this Agreement. All employees will have the right to apply for the said positions.

### (b) **Posting Duration**

All bulletins must be posted at least ten (10) working days before closing date to allow receipt of applications.

### (c) **Probation Period**

Successful applicants in (a) above, must serve a probationary period of sixty (60) days.

### (d) **Voluntary Return**

Employees shall be able to voluntarily return to their previous position with no loss of seniority, within the sixty (60) day period.

### (e) **Unsuccessful Probation**

Employees not successful in achieving permanent job status at the completion of the sixty (60) day probationary period, shall return to their previous position with no loss of seniority. Employees displaced as a result of the above shall return to the previous positions with no loss of seniority.

### 11.02 **Job Selection Criteria**

It is understood and agreed that in the selection of an applicant for a different classification, the following factors as listed below shall be considered; however, when factors (a) and (b) are relatively equal, Company seniority shall be the guiding factor.

- (a) knowledge, training ability, skill efficiency and qualifications
- (b) physically fit for job classification;
- (c) Company seniority

## ARTICLE 12 – TRAINING

### 12.01 **Technical Bulletins**

Technical bulletins or other Company publications will be made available for review by all employees with the understanding that the employees recognize that much of the information contained

therein would be of a security hazard to the Company and its subscribers if the information was divulged to persons outside the Company or to others not authorized by the Company to receive the information.

**12.02 Training Schedules**

All training that cannot be accomplished during the employee's scheduled hours of work will be paid at the employee's normal hourly rate, provided such training is under the direct supervision of the Company and does not exceed a four (4) hour period in each twenty-four (24) hours. Any time spent in excess of this will be paid overtime in accordance with Article 9.02

**12.03 Management Information Meetings**

Management information meetings which occur outside of an employee's normal working hours, will be attended by employees on a voluntary basis.

**ARTICLE 13 – LEAVES OF ABSENCE**

- 13.01 The Employer may grant a leave of absence of up to three (3) months without pay to employees, when requested in writing, and with a minimum of fourteen (14) days notice, for legitimate personal reasons including illness and accidents. The employee must renew such leave of absence at the end of each three (3) month period. Leave of absence shall not be granted to an employee for the purpose of working elsewhere. Any leave of absence granted by the Employer shall be in writing, and shall set out the length of leave of absence granted, the purpose of the leave and the terms, if any, on which it is granted.

**ARTICLE 14 – BEREAVEMENT LEAVE**

- 14.01 An employee shall be paid at his/her regular rate of pay, if scheduled to work, during absence not exceeding three (3) consecutive days or an additional two (2) days, out of province, for the purpose of attending or arranging the funeral of the employee's mother, father, sister, brother, husband, wife, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandmother or grandfather. In the case of a brother-in-law, sister-in-law, one day will apply. Employee to supply pertinent

information for said absence to the manager, or his/her designate prior to scheduled tour of duty.

## **ARTICLE 15 – COURT APPEARANCES**

### **15.01 Compensation**

If an employee has to appear in court on Company business, said employee will be excused one shift to compensate for each appearance. If the employee is on the 1100 to 1700 hour shift, he will be excused the shift as a result of his appearance in court. Should a man be required to appear in Court on his day off or on vacation, he will be compensated eight (8) hours pay at straight time rate, plus an equal amount of time off at a later mutually agreeable date without loss of pay for the time spent in court.

### **15.02 Limited Compensation**

When an employee is required to serve on jury duty, or is required to attend court under subpoena as a witness in a matter that does not directly involve him, the Company agrees to pay the employee the difference between jury pay or subpoena pay and his regular pay.

## **ARTICLE 16 – UNIFORMS, EQUIPMENT, VEHICLES AND TOOLS**

### **16.01 Uniforms**

#### **(a) Employer's Responsibility**

The Company agrees to furnish those employees who are required to wear a uniform in the performance of their duties, with the following items of equipment: coat, overcoat, or reefer, cap, shirt, tie, trousers.

The Company agrees also in its sole discretion to have the foregoing items of apparel (excepting only the uniform shirts) cleaned and maintained as necessary. It is understood that employees should be responsible for any damage willfully or negligently caused.

#### **(b) Employee's Responsibility**

Uniform personnel will be required while on duty, to wear the complete uniform except that the wearing of tunics and/or winter coats shall rest with the Company as to the point of time uniforms

are in need of replacement and the Company reserves the right to equip new employees with items of clean and altered apparel.

Upon leaving the Company's service, employees shall surrender all items of uniform and equipment to the Company.

(c) **Rain Gear**

Adequate wet weather clothing shall be available to all employees of Technician classification covered by this Agreement when the weather and working conditions are as such to necessitate such clothing.

16.02 **Equipment**

(a) **Employer Responsibility**

The Company shall provide necessary kits, equipment and multi-meters used by the employees and such equipment will be surrendered upon leaving the Company service.

(b) **Employee Responsibility**

It is understood that employees shall be responsible for any avoidable damage caused to any Company equipment, including vehicles. Such vehicle liability by an employee shall not exceed one hundred dollars (\$100.00).

16.03 **Vehicles**

(a) **Parking Violations**

The employee will be responsible for all fines and payment of same in relation to avoidable traffic or parking violations while in charge of a Company vehicle.

(b) **Personal Vehicles**

No employee shall be permitted to use their personal vehicle on Company business without the approval of the Union Assistant Business Manager or his delegate.

16.04 **Tools**

Technicians shall only be required to provide themselves with the following tools which shall be:

knife	hammer
diagonal pliers	hack saw frame
gas pliers	side cutting pliers

pencil  
six-inch rule

screwdriver (not over 8")  
long nose pliers

#### **ARTICLE 17 – SAFETY**

**17.01      Line Work**

All outside aerial line work, or work above twenty-five (25) feet, shall require at least two (2) men.

#### **ARTICLE 18 – SECURITY LICENSES**

**18.01      Annual Fees**

The Company will reimburse employees for the costs of annual fees for security employees' licenses, as required by Bill 38 (Private Investigators and Security Act of B.C.)

**18.02**

As approved by the Company, all professional certificates and licenses required by the employee to do the job will be paid by the Employer.

#### **ARTICLE 19 – BENEFITS**

**19.01      Health and Welfare Contributions**

The Employer shall pay to the Local 213 Electrical Workers' Welfare Plan, two dollars and ten cents (\$2.10) for each payroll hour worked by each employee covered.

**19.02      Pension Plan Contributions**

The Employer shall pay to the Local 213 Wiremen's Pension Plan effective:

\$2.38 for each payroll hour worked by each employee covered by the Collective Agreement.

**19.03      Method of Payment**

Payments to the Welfare Plan and Wiremen's Pension Plan based on hours worked shall be made by cheque payable at par to the City of Vancouver, Province of British Columbia, to the Administrator of the Local 213, Electrical Workers Welfare Plan (in trust).

- 19.04      **Payment Date**  
Payments shall be due and payable not later than fifteen (15) days after the termination of the calendar month in which the hours were worked.
- 19.05      **Employee List**  
The Employer shall also forward a statement setting out the names of the employees in respect of whom such payments are made, and the amounts in respect of each employee and the hours worked by each employee during such calendar month.
- 19.06      **Annual and Statutory Holidays**  
Annual and Statutory Holidays shall not, for the purpose of determining the contributions, be considered as hours worked unless work is actually performed on such days.
- 19.07      **Overtime**  
Each actual overtime hour worked, including overtime worked on annual and statutory holidays, or travel time outside the regular work day, shall, for the purpose of welfare contributions, be considered as two (2) hours.
- 19.08      **Union Option**
- (a) At any time during the term of this Collective Agreement, the Union may direct the Company to submit the total funds referred to in Article 19.01 and 19.02 to a Welfare Plan carrier selected by the Union.
  - (b) If such direction is given, the Union will provide sixty (60) days notice to the Company to cease contributions to the existing plan carrier in 19.03 and commence contributions to the new carrier.
  - (c) The Company will not incur any increases in cost as a result of such notice being given.

## **ARTICLE 20 – ANNUAL VACATIONS**

- 20.01      **Earned Vacations**  
Employees shall be granted vacations on the basis of:
- 3 weeks after completion of one full year of service.
  - 4 weeks after completion of five years' full service.
  - 5 weeks after completion of fifteen years' full service.

- 5 weeks + 1 day after completion of twenty-six years.
- 5 weeks + 2 days after the completion of twenty-seven years full service.
- 5 weeks + 3 days after the completion of twenty-eight years full service.
- 5 weeks + 4 days after the completion of twenty-nine years full service.
- 6 weeks after the completion of thirty years full service.

20.02      **Vacation Pay**

Vacation Pay will be at two percent (2%) of gross earnings for each week of vacation entitlement, from January 1<sup>st</sup> to December 31<sup>st</sup> of the vacation year. Excess payments shall be made in the month of January following the vacation year.

20.03      **New Employees**

The employees with less than one (1) years' service shall, upon request, be granted a leave of absence for vacation purposes, not to exceed the number of days he would normally receive if employed for a one (1) year period, and vacation pay will be allowed, pro-rated for the time employed up to the date the leave of absence is taken, provided the Company agrees.

20.04      **Vacation Periods**

The Company will designate vacation periods agreeable to the employees. In the event of a dispute, the Company and the Union will meet to resolve the dispute.

20.05      **Vacation Calculation**

All vacations shall be calculated on the anniversary date of employment.

20.06      **Vacation Restrictions**

- (a) All entitlements for vacation will be taken as time off.
- (b) Only twenty percent (20%) of Technicians from Commercial and High Volume will be allowed vacation at any one time except as allowed by the Company. (Rounded down to the nearest whole number, but never less than one.) Commercial and High Volume will be considered separate groups for the purpose of vacation restrictions.

- (c) Where they exist, not all Master Technicians shall be on vacation at the same time.

20.07 **Vacation Scheduling**

- (a) The Company will draw up a vacation schedule and post it prior to January 15<sup>th</sup> of each year in which vacations are taken.
- (b) Each employee will have selected and finalized their vacation selections by Company seniority by March 1<sup>st</sup> of each year, and the Company shall post the finalized vacation list by no later than April 1<sup>st</sup>.
- (c) Any changes in vacation selection made after March 1<sup>st</sup> shall be by mutual agreement between the Company and the employee requesting a change. An employee may submit a written request in advance to use vacation for scheduled medical/dental appointments (in full day increments), if mutually agreed to by their supervisor.
- (d) An employee shall only be permitted to take three (3) weeks of vacation during the peak months of July and August. Should additional time for vacation be available during July and August, such time shall be distributed to employees on a seniority basis following the posting date.
- (e) If an employee has not selected and been approved annual vacation time off by October 1<sup>st</sup>, then the Employer shall schedule the employee's time off by December 31<sup>st</sup>.

**ARTICLE 21 – STATUTORY HOLIDAYS**

21.01 **Statutory Holiday List**

The following are recognized statutory holidays:

New Years Day	B.C. Day
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Dominion Day	Christmas Day
Boxing Day	Third Monday in February (Flag Day)

or any other day not related to the above holidays so declared a holiday by order in council by the Federal or Provincial Governments.

**21.02 Working on Holiday**

Employees scheduled to work and who work on any of the twelve (12) statutory holidays referred to in Article 21.01, shall be paid eight (8) hours straight time for the holiday, plus double time for all hours worked. Employees who work on a statutory holiday and wish to take their holiday at a later day mutually agreed upon, can do so and they shall be paid double time for the holiday worked and straight time for the day they take off.

**21.03 Called in on Holiday**

Employees who are not scheduled to work on a Statutory Holiday, that are called into work under the conditions outlined in Article 9, shall be paid straight time for the holiday, plus double time for the work performed.

**21.04 Off Duty on Holiday**

When a Statutory Holiday falls on a day when an employee is off duty, one day will be scheduled off at a mutually agreeable later date for which he will be paid straight time.

**21.05 Alternate Schedule**

If a Statutory Holiday should fall on a Saturday or Sunday, employees normally scheduled to work will observe the actual holiday. Employees not normally scheduled will observe the day/days officially designated by the Provincial Government, except as mutually agreed.

**ARTICLE 22 – WAGES**

**22.01 Payment of Wages**

Employees will be paid by cheque or direct deposit on a weekly basis, i.e. every Friday. Payments shall be for all wages up to the fifth working day prior to the pay date.

22.02

### Occupational Wage Scales

The following hourly rates of pay shall apply:

	Jan 1/09	Jul 15/11	Jul 15/12
<b>Technicians:</b>			
Start	23.71	24.86	25.36
After 6 months service	25.44	26.68	27.21
After 12 months service	28.00	29.36	29.95
 <b>Master Serviceman</b>	 28.72	 30.09	 30.70

The premium for a Master Serviceman rate shall be 2.5% of the top rate of the Technician.

All bargaining unit employees employed on July 7, 2011 will receive a lump sum four hundred dollar (\$400.00) payment.

IN WITNESS WHEREOF the Parties hereto have hereunder affixed their hands and seals the day and year first above written.

Signed at Vancouver, British Columbia this 18<sup>th</sup> day of AUGUST, 2011

ADT SECURITY SERVICES  
CANADA INC.

Tim Prolek 8/8/11

Manager - Labor Relations

LOCAL 213 OF THE  
INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS

[Signature]

### LETTER OF UNDERSTANDING – RE: 8.01

If required, one (1) installer technician will be designated to work at regular rates either Monday – Friday or Tuesday – Saturday with 8 hours scheduled between 6:00 p.m. – 8:00 a.m. This shift schedule will only be utilized where a specific request is made by the customer.

Selection of the Installer shall be by:

- a) Volunteer
- b) Senior man with right of refusal down to junior installer who shall perform the work.
- c) Once utilized, junior installer moves to top of list for right of refusal.

## LETTER OF UNDERSTANDING

### **Guidelines for Deferred Hours Program**

- The program allows employees to apply hours worked in excess of eight hours on a particular workday to a workday later in the same payroll week. For example, an employee who works 10 hours on day 1 of the payroll week may elect, with mutual agreement from their Manager, to work 6 hours on day 3 of the same payroll week. Hours applied to another workday will not count toward the daily amount of hours worked for overtime purposes under the collective bargaining agreement.
- Participation in the program is strictly voluntary.
- The program only applies to hours which extend the normal weekday, not after hours call outs.
- In any payroll week, an employee may defer up to 4 hours in one day and 8 hours in total.
- Employees required to extend their workday to complete a job will have the ability to apply up to four hours on a day later in the week. In the event the employee chooses not to defer the hours, the Manager may elect to:
  - Have another employee finish the job on the same day. (An employee not utilizing comp time.)
  - Allow the technician to finish and pay the overtime.
  - Defer the job to be completed on a subsequent day. This determination should be made carefully and weighed against the probability of completion.
- The Manager may allow an employee to take the hours prior to working the extended hours provided the employee commits to working the additional hours before the end of the payroll week.
- Nothing in this agreement shall be construed as guaranteeing an employee 40 hours in a particular work week.
- Either party may terminate this program with one-weeks notice to the other party.
- The parties agree to mutually discuss any issues which may arise during the term of this agreement.

- This agreement shall not set precedent nor prejudice any other matters and shall not be referenced in any other forum.
- This agreement shall terminate upon expiration of the current collective bargaining agreement.

## APPENDIX 'B'

	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.
Day Techs.	8 – 4:30	8 – 4:30	8 – 4:30	8 – 4:30	8 – 4:30	Off	Off
Rotating Techs.	8 – 4:30	8 – 4:30	8 – 4:30	8 – 4:30	8 – 4:30	Off	Off
Rotating Techs.	8 – 4:30	8 – 4:30	8 – 4:30	8 – 4:30	8 – 4:30	Off	Off
Rotating Techs.	Off	11 – 7	11 – 7	11 – 7	11 – 7	11 – 7	Off
Rotating Techs.	11 – 7	Off	Off	8 – 4:30	8 – 4:30	8 – 4	8 – 4

## LETTER OF AGREEMENT – TRAINEE PROGRAM

The Company and the Union agree to support a security alarms installer/maintainer training program in accordance with the following:

Trainees to be hired only after successful completion of the B.C. full time program of instruction as a Security Alarm Installer/Maintainer.

Trainees to work with technicians.

Within 18 – 24 months, trainees are to register for and successfully pass the Trades Qualification examination. Employees who fail the exam, will be given a second opportunity at the next sitting to pass the exam, in order to maintain their employment with the Company.

Trainees to be laid off prior to the lay off of any technician.

All other clauses of the Collective Agreement will apply.

### **Wages Rates:**

Start	67%
12 months of service	72%
24 months of service	77%

Upon successful completion of Trades Qualification, trainee goes to top Technician rate.

Ratio of one (1) trainee to every six (6) Technicians.