

COLLECTIVE AGREEMENT

BETWEEN

ADT SECURITY SERVICES CANADA INC.

AND

**LOCAL 213 OF THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS**

EFFECTIVE DATE:

JANUARY 8, 2021 – DECEMBER 31, 2023

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ARTICLE A

Preamble

This Collective Bargaining Agreement (this "Agreement") is entered into as of January 8, 2021 between ADT Security Services Canada, Inc. (hereinafter referred to as "ADT" or "the "Company") and Local 213 of the International Brotherhood of Electrical Workers (hereinafter referred to as the "Union"). 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.

ARTICLE B

Management Rights

The Employer shall remain vested with full exclusive control of management and operation of the Company and with the direction and supervision of the working forces 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 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 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 1 - UNION SECURITY

1.01 (a) Union Recognition

The Company agrees to recognize the Union as the sole bargaining agent for such employees as are defined in the certificate issued by the British Columbia Industrial Relations Council on October 22, 1990, and varied on March 24, 2017 and May 31, 2017 that is (i) employees of ADT, other than sales and administrative staff, working at and from 8500 Baxter Place, Burnaby, B.C., (ii) Technicians of ADT working on Vancouver Island at and from 8500 Baxter Place, Burnaby, BC and (iii) Technicians of ADT who work remotely in the Interior of British Columbia at and from 8500 Baxter Place, 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) The Company agrees that work normally performed by the employees shall not be subcontracted to outside contractors or other third parties if the subcontracting of such work at the time results in the layoff of regular employees, except when the situation requires the engagement of contractors because of owner, subscriber, or subscriber's agent's needs. 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.

1.03 No Discrimination

Provisions of this Agreement will be applied to all employees covered by this Agreement without discrimination in accordance with the BC Human Rights Code.

1.04 Probationary Period

(a) All newly hired employees must serve a probationary period of ninety (90) days worked, at which time they will be considered regular employees. This does not apply to laid off employees.

(b) An employee's employment may be terminated at any time within the probation period, if, in the Company's opinion, the employee would not be suitable for permanent employment.

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 their pay cheque with the Company and has been unable to get it satisfactorily resolved, they may, prior to filing a grievance, meet with management and the Assistant Business Manager or their 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 notice 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 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) Procedures

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 procedures 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 employee in question who shall put the grievance in writing and discuss it with the appropriate Manager who shall render a decision in writing by the end of the fourth (4th) work day following. The employee shall have the Shop Steward present at such discussion.

(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 General Manager or designate, who shall render a decision in writing by the end of the sixth (6th) work day following.

(e) Third Step

Should satisfactory settlement not be reached at this stage, either party to this Agreement may submit the grievance to arbitration within ten (10) work days.

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 names of at least three (3) possible arbitrators. The recipient of the notice shall, within five (5) days, provide the other party with at least three (3) names of possible arbitrators.

(b) Selection of the Arbitrator

The recipient of the notice shall, within twenty-one (21) days, inform the other party of the acceptance of one of the people proposed to act as Arbitrator, or, the names of other individuals proposed to act as the Arbitrator. If the parties are unable to agree on an Arbitrator within fourteen (14) days of the reply referenced above, a written request to the Minister of Labour to appoint an Arbitrator will be made by the parties.

(c) Decision of the Arbitrator

The decision of the Arbitrator shall be final and binding.

(d) Expenses of the Arbitrator

Each party shall bear the expense of one-half of the expenses of the Arbitrator. 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 the Arbitrator

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

(f) Authority of the Arbitrator

In case of grievance for discharge, suspension or other actions of discipline, such grievance may be settled by the Arbitrator 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 Arbitrator.

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 Steward(s) 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) Labour/Management

A Labour/Management meeting shall be held at least once every three (3) months during the term of this Agreement, and the Union may request permission from the Employer for the attendance of one (1) Union representative, other than a Steward. The Employer shall not unreasonably refuse such permission.

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 re-opening 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.

5.03

The Company agrees to supply the Union with copies of all verbal and written warnings issued to bargaining unit employees.

ARTICLE 6 - EMPLOYEE CLASSIFICATIONS

6.01

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

(b) 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 negotiations 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 or a referral to interest

arbitration shall in no event preclude or delay the inclusion or creation of, or change to, such a classification.

(c) For purposes of this Agreement, the Parties agree to classify the job classifications for members of the Union as set forth on Schedule A, and as amended from time to time as mutually agreed by the Union and the Company. References in this Agreement to Installer or Maintainer mean a fully qualified Technician.

(d) An "associated work group" is determined by the Company and, for purposes of this Agreement, refers to a team of employees who are normally assigned by the Company to cover or support each other. Any schedule covering an associated work group will include the names of the employees who are included on that schedule. When there is a change in the composition of an associated work group, the change will be reflected on the next posted schedule. Associated work groups are not applicable to Article 7.

6.02

(a) **Part Time Employees**

(i) The Company agrees to ensure that it will not use part time employees for the purpose of eroding the full time bargaining unit positions.

(ii) Part time employees shall become members of the Union within thirty (30) days of hire and shall pay appropriate Union dues.

(iii) When the Company is required to make an overtime payment, it will ensure that full time employees are offered such overtime prior to part time employees; except in the case of the job continuation where that part time employee is already on the shift requiring overtime.

(iv) In cases of layoff or reduction in the regular work force, such part time employees shall be terminated.

(b) **Wage Progression - Part Time Employees**

The wage progression rate for part time employees shall be on total hours worked, with each regular eight (8) hour day worked, equivalent to one (1) full day.

(c) 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.

(d) **Probationary Period**

However, for part time employees, seniority will accumulate at a rate of one day for each regular eight (8) days worked, in no case shall the probationary period for such employees exceed one (1) year from date of hire.

ARTICLE 7 – SENIORITY

7.01 **Order of Layoff**

The Company recognizes the principal of seniority in the event of a reduction in the work force; within each of the three separate geographic markets, the most junior employee(s) in the job classification being reduced shall be laid off first, unless the Company determines that it is necessary to deviate from seniority in order to retain employees with specialized skills, training, or qualifications.

Prior to layoff, the most junior employee(s) in the job classification being reduced who either have worked in another classification referred to in Schedule "A" and who performed satisfactorily in that job classification or are deemed by the Union and the Company to meet the selection criteria set out

in the Job Vacancies provision (Article 11.02), have the right to replace a more junior employee in these job classifications. This process shall continue until the most junior employee is laid off. The employee transferred to the lower classification shall retain their previous rate of pay for ten (10) working days following the date of transfer, after which the lower rate shall apply.

7.02 Minimum Notice

The Employer recognizes and agrees to be bound by the provisions of Section 63 of the Employment Standards Act (RSBC 1996) Chapter 113 as it applies to layoffs.

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 their job classification due to the introduction of alarm monitoring computers 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 Security Service 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 is 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 the Order of Layoff and Article 7.05.

7.05 Recall

When an employee is laid off under Article 7.01 they shall be on recall for a period of nine (9) months at the expiry of which they will receive severance. The employee may choose to accept severance at any time during the nine (9) months ending their right to recall. Severance will be one (1) week per year of service.

ARTICLE 8 - HOURS OF WORK

8.01 Standard Hours of Work and Shift Schedules

(a) Except as otherwise agreed between the parties or such shorter period as necessitated by emergency conditions, the standard hours of work shall be forty (40) hours per week.

(b) The Primary Shift shall be Monday to Friday 8:00 a.m. - 4:30 p.m., with one half hour unpaid lunch, or such hours as mutually agreed between the Company and the Union.

(c) Notwithstanding the foregoing, the Company may designate alternate shifts (a "Secondary Shift", and together with the Primary Shift, the "Regular Shifts") to ensure weekend and evening coverage, as necessitated by workload, service demands, or other operational requirements. Secondary shifts will start no earlier than 7am and no later than 1pm. The number of Secondary Shifts shall not exceed 30% of the total number of Regular Shifts assigned to employees.

The Company shall first seek volunteer employees for each Secondary Shift on (i) a permanent basis and then (ii) on a rotating basis. The Company shall select volunteers for Secondary Shifts by giving preference to the highest seniority. To the extent that volunteers are not available for a Secondary Shift, the Company may assign such Secondary Shifts to employees on a rotating basis within each associated work group.

The Company may, for any employee hired after January 8, 2021, assign such employee to the Primary Shift or the Secondary Shift, at the sole discretion of the Company.

(d) During the week that an employee is assigned standby duty, their work schedule shall be Tuesday to Friday 8:00 a.m. - 4:30 p.m. and Saturday 8:00 a.m. - 4:00 p.m. The work week shall be on an 8-hour day and 40-hour work week basis with a one-half (1/2) hour paid lunch each day.

8.02 Shift Rotation

All shift rotations amongst employees between Primary Shifts and Secondary Shifts shall be not less than 2 weeks in duration unless otherwise agreed by the Company and the Union. Temporary Shifts may be less than 2 weeks in duration and will be assigned to employees on a rotating basis within each associated work group.

8.03 Posted Shift Changes

The Company will endeavour to provide employees with at least two weeks' advance notice of a change from a Primary to a Secondary Shift and where less than five (5) full days' notice is given, the employees affected will receive 1.5 times their normal hourly rate of pay for the first day of such shift.

8.04 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.

8.05 Shift Premiums

Employees shall receive a shift differential of \$1.50 per hour for all hours worked at straight time rates after 6:00 p.m.

8.06 Standby Duty

Employees assigned to standby will be assigned on a rotation basis for a period of one week (7 days) at a time. During such a period, the employee will be paid for standby duty at the rate of nine (9) hours pay per week and, if actually called to work, they will receive pay at the overtime rate.

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

In the event a lunch period is not provided as stipulated, the employee shall be permitted to leave one-half (1/2) hour early, or be paid for that period at a rate of time and one-half (1 1/2), at the discretion of the Supervisor.

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 Payment of Overtime

All overtime shall be paid at time and one-half (1 1/2) of the regular hourly rate for the first four (4) hours and double time thereafter.

9.03 Call Out Pay

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. All such time shall be at two (2) times the hourly rate.

9.04 Overtime Meals

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

9.05 Overtime Rest

An employee working overtime must have eight (8) hours rest prior to starting their next scheduled shift. If the employee would not be able to complete a minimum of four (4) hours of their 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 their 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 thirty (30) minutes of the Designated Office, travel to their first and from their last jobs shall be on their own time for jobs within thirty (30) minutes of their home. For those employees who live more than thirty (30) minutes from the Designated Office, their unpaid travel time shall equal the travel time between their home and the Designated Office.

10.02 Overnight Assignments

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

1. Employees shall be expected to travel in the normal course of their job. Wherever possible and practical, work schedules will be established and available on the Friday preceding the normal workweek. Travel to meet emergency requirements will only be utilized without notice where absolutely necessary. All scheduled work requiring travel will be equitably distributed among those capable of performing the work and will be fitted within the scheduling concept outlined above unless it can be shown that scheduled work must be performed with less notice due to customer demands unknown at the time of the fixing of the week by schedule. In no event will scheduled work requiring travel be required with less than 48 hours' notice to the employee. The notice requirements will be waived if the scheduled technician becomes unavailable.

2. 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.

3. Employees shall be reimbursed all reasonable expenses incurred in proceeding to and from the job by land, sea or air and telephone expenses (where Company provided mobile communications do not work) incurred in connection with the job.

4. When accommodation and meals are required, all reasonable expenses incurred will be reimbursed. Receipts will be required for such expense reimbursement. When required, the Company will arrange to pay for accommodations in advance.

5. When out of town travel exceeds two (2) overnight stays, a \$2.00 per hour premium will be paid on each hour worked on such out of town assignment with the exception of out of town travel for training. If the travel is to a remote job site location with overnight stays and a Holiday Inn or similar caliber hotel or motel is not available, the \$2.00 per hour premium will be paid on each hour worked starting the first day.

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 said positions. Employees not selected to fill the vacancy shall be advised in writing of the reasons.

(b) Posting Duration

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

(c) Probation

Employees will be on a trial period for the first sixty (60) days of a transfer. Employees not successful in completing the trial period shall receive due consideration for any vacancies for which he has the qualifications.

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 relevantly 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 at the prevailing overtime rate.

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. In addition, the Company may require employees to attend one (1) meeting per calendar year to a maximum of four (4) hours. Payment of wages in this circumstance will be at regular straight time wages if outside of the employee's normal working hours.

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-month period. Leave of absence shall not be granted to any employee for the purpose of working elsewhere. The employee's request shall be responded to within three (3) days and shall not be unreasonably denied. Any leave granted shall be in writing and shall include 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, for the purpose of attending or arranging a funeral, as follows:

No. of Days	Relation
5	mother, father, spouse, child
3	mother-in-law, father-in-law, sister, brother
1	sister-in-law, brother-in-law, daughter-in-law, son-in-law, natural grandparent, grandchild

Employee is 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 excluded one shift to compensate for each appearance if he is working either the afternoon or night shift.

If the employee is on the afternoon shift, he will be excused the shift following their appearance in court and, if he is on the night shift, he will be excused the shift previous to the court appearance. Should an employee be required to appear in court on their 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 them, the Company agrees to pay the employee the difference between jury pay or subpoena pay and their regular pay.

ARTICLE 16 – UNIFORMS, EQUIPMENT, VEHICLES AND TOOLS

16.01 Uniforms

(a) Employer's Responsibility

The Company agrees to provide employees with Service Apparel (e.g. jackets, shirts, boots, pants) where a standard uniform is a requirement in the performance of their duties. Employees will be reimbursed for receipted expenses authorized by the manager for approved alterations. Service Apparel will be replaced as necessary, provided the replacement is the result of normal wear.

(b) Employee's Responsibility

Employees will be required, while on duty, to wear the Company provided Service Apparel as directed. Employees will be responsible for maintenance and cleaning of their Service Apparel, and any damage caused to Service Apparel other than through normal wear. Upon leaving the Company's service, employees shall return all Service Apparel to the Company.

(c) Rain Gear

Adequate wet weather clothing shall be available to all employees 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 \$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

It is not the Company's intention that employees use their personal vehicle on Company business. Should this situation change, the Company shall discuss the matter with the Union.

16.04 Tools

(a) 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	screw driver (not over 8")
six inch rule	long nose pliers

(b) The Company shall replace employee owned tools that have been stolen from locked Company vehicles and are listed in Article 16.04 (a) with equal quality provided the theft has been officially reported to the Police.

16.05 P.P.E.

The Company agrees to provide all personal protective equipment (PPE) that employees are required to wear or use. The Company will replace such items as it deems necessary.

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) employees.

ARTICLE 18 – SECURITY LICENCES

18.01 Annual Fee

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

ARTICLE 19 – BENEFITS

19.01

Full time bargaining unit employees covered by this Agreement shall be entitled to the same Flex benefit plans (e.g. medical, extended health, dental, short and long term disability) and retirement savings plans offered to the majority of non-bargaining unit full time employees employed by the Company in Canada subject to the terms, conditions and limitations contained therein. The Company 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.

19.02

In the event the Company exercises its unilateral rights under Article 19.01, it will notify the Union 90 days in advance of any such change.

19.03

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.

19.04

Notwithstanding any other benefits provided by the Company, the Company will pay one hundred percent (100%) of the cost of the Medical Services Plan of British Columbia.

19.05

Notwithstanding the foregoing, in lieu of the standard Company retirement savings plans, employees currently participating in the Local 213 Wireman's Pension Plan (the "Union Pension") as of the date of this Agreement shall continue to participate in the Union Pension and shall not be eligible to participate in any retirement savings/pension plan sponsored by the Company. For participants in the Union Pension, the Company shall pay \$2.88 for each payroll hour worked by each such employee to the Union Pension, subject to the following terms:

(a) Payments to the Union Pension shall be based on hours worked and shall be made by cheque or electronic funds transfer to and as directed by the Administrator of the Local 213, Electrical Workers Welfare Plan (in trust).

(b) 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.

(c) The Company 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.

(d) 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.

ARTICLE 20 – ANNUAL VACATIONS

20.01 Paid Vacations

Employees shall be entitled to vacation with pay in accordance with the table below. Vacation entitlement will be calculated from the beginning of the calendar year in which the employee attains the required number of years of service.

- Less than 1 year - 4% of earnings in lieu of vacation with pay
- 1 year, but less than 8 years - 3 weeks (15 days)
- 8 years, but less than 14 years - 4 weeks (20 days)
- 15 years and over - 5 weeks (25 days)

Vacation Pay

Vacation pay will be at two percent (2%) of gross earnings for each week of vacation entitlement. Entitlement shall be paid by February 28th of the following year.

20.02 New Employees

The employees with less than one (1) year's service may, 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.

20.03 Vacation Restrictions

(a) All entitlements for vacation will be taken as time off.

(b) Up to Twenty percent (20%) of the employees in an associated work group shall be allowed off at the same time, rounded up to the nearest whole number. The Company shall have the discretion to permit additional employees to be allowed off where operational requirements permit.

20.04 Vacation Scheduling

(a) The Company will draw up a vacation schedule and post it prior to January 15th of each year in which vacations are taken.

(b) Each employee will have selected and finalized their vacation selections by Company seniority by March 1st of each year, and the Company shall post the finalized vacation list by no later than April 1st.

(c) Any changes in vacation selection made after March 1st shall be by mutual agreement between the Company and the employee requesting a change.

(d) An employee shall only be permitted to take two (2) 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. In no case shall an employee be allowed more than three (3) weeks vacation during July and August.

ARTICLE 21 – STATUTORY HOLIDAYS

21.01 Statutory Holiday List

The following are recognized statutory holidays:

New Years Day, Family Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day

21.02 Working on Holiday

Employees scheduled to work and who work on any of the statutory holidays referred to in Paragraph 1 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 date 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 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

When a Statutory Holiday falls on a Saturday or a Sunday the Employer shall designate either the Friday before or the Monday after as the holiday.

Employees whose days off are scheduled other than Saturday or Sunday and a Statutory Holiday falls during the scheduled days off, one (1) day will be scheduled off at a mutually agreeable date for which the employee will be paid straight time.

ARTICLE 22 – WAGES

22.01 Payment of Wages

Employees will be paid by direct deposit on a bi-weekly basis, on alternate Thursdays. Payments shall be for all wages up to the Saturday prior to the pay date. The Company may, upon 30 days prior notice to the Union, change the day of the week on which wages are paid/deposited.

22.02 Acting Supervisor Allowance

An Acting Supervisor may be selected by the Company to relieve a Supervisor who is absent from duty for reasons such as sickness, accident, day off or annual vacation. When a Union member is selected, he shall be paid a premium of \$1.00 per hour for each hour worked as Acting Supervisor.

22.03 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.

ARTICLE 23 – “NOT USED”

ARTICLE 24 – MODIFICATION AND TERMINATION

24.01

This Agreement amends and restates all prior agreements between the Parties concerning the conditions of employment of the employees covered by the certificates described in Section 1.01 hereof. For clarity, upon ratification of this Agreement, all prior agreements, whether written or oral, and whether express or implied, including Letters of Agreement, Letters of Understanding, Letters of Intent, Memoranda of Agreement, or any other agreement between the parties (including

predecessor organizations) shall be terminated unless specifically renewed and contained within the Agreement.

This Agreement shall be in effect commencing on ratification and shall remain in effect until the 31st day of December 2023 inclusive, and thereafter from year to year subject to notice in writing from either party hereto to the other within the four months immediately preceding the date of the 31st day of December 2023. 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 negotiations for a new Agreement.

ARTICLE 25 – 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.

Signed at Vancouver, British Columbia this 16th day of December, 2021.



Kurt Wittkopp, VP Field Operations & Enablement
ADT Security Services Canada, Inc.



Corey Broslow, Assistant Business Manager
Local 213, I.B.E.W.



Jim Lofty, Business Manager & Financial Secretary
Local 213, I.B.E.W.

SCHEDULE "A"

'Technician' will be comprised of fully qualified technicians licensed by the Province of British Columbia who perform (i) installations for customers classified as either residential or small business; (ii) maintenance service for customers classified as either residential or small business, and (iii) who perform maintenance service or installations for customers classified as complex residential, small business, commercial or national.

Apprentice - non-qualified apprentices in the process of becoming a fully qualified Technician. The terms of employment of apprentices require that they become fully qualified and licensed in the Province of British Columbia to install and maintain alarm systems within 3 years after commencing employment with the Company otherwise their employment will be terminated within 3 months after the end of the third year with severance pay consistent with a layoff under this Agreement.

An Apprentice may work alone or under the direction of a Technician, as deemed appropriate by management. An Apprentice may perform the full scope of work within the Technician classification.

While the Company will attempt as far as possible to assign an employee to work for which the employee has been trained and qualified, no part of this Agreement shall be construed as meaning that an employee shall do only work of the role for which they are currently employed, nor shall any part of this Agreement be construed as meaning that certain work shall be performed by only certain employees.

Technicians and Apprentices

All Technicians and Apprentices shall be paid as pursuant to the following wage grid:

Hourly Rates	Effective		
		Pay period commencing after:	
TQ Technician	January 8, 2021	July 1, 2022	July 1, 2023
All TQ categories less than 1 year service	\$26.43	\$26.69	\$27.09
All TQ categories less than 2 years service	\$28.30	\$28.58	\$29.01
All TQ categories less than 3 years service	\$30.00	\$30.30	\$30.75
All TQ categories with greater than 3 years service	\$33.69	\$34.03	\$34.54
Apprentice			
Until Qualified	\$26.43	\$26.69	\$27.09

Notwithstanding the wage grids and job classifications set forth herein, the Company may, in its sole discretion pay more per hour to any Technician than required by this Agreement as it deems necessary to hire and retain the workforce it requires to manage the Company's business.

LETTER OF AGREEMENT – re SECONDARY SHIFTS

1. The parties acknowledge that the size of the bargaining unit may fluctuate over time. Notwithstanding the 30% threshold established by Article 8.01(c), the Company, at its discretion, will in all circumstances be permitted to schedule at least 4 employees on a Secondary Shift in Lower Mainland, 1 employee on a Secondary Shift in Island, and 1 employee on a Secondary Shift in Interior.

This does not preclude the Company from scheduling fewer employees on a Secondary shift, if such an arrangement is deemed adequate by the Company.

2. Within 30 days of vacation submission deadline, the Company will post a Secondary Shift schedule covering the 6 months to follow (or a longer period, at its discretion, up to 12 months) identifying the dates on which an employee will be rotated on to a Secondary Shift. Assignments shall follow equitable rotation, commencing in reverse order of seniority.

If an employee is unable to work his assigned shift due to illness/injury or other authorized leave, and should the Company desire to fill the shift, the Company shall seek volunteers. If no volunteer is found, the junior employee in the absent employee's associated work group shall be assigned, subject to the limitation that no employee shall be assigned in such a way more than twice in any 12 month period. Where the junior employee cannot be assigned because of the aforementioned limitation, the next eligible junior employee shall be assigned, and the Company may make an assignment from a different associated work group, if no employee is available within the absent employee's associated work group.

Nothing in this Letter shall be deemed to restrict the Company's rights to establish, modify or change hours of work or schedules as set out under Article 8, including, without limitation, the right to establish additional Secondary Shift(s) which are not on the posted schedule.

LETTER OF AGREEMENT – WELLNESS CREDITS

Employees shall receive additional Wellness Credits in an amount equivalent to one-day's pay (8 hours x hourly rate) added to their Wellness Credits for use in the purchase of benefits plan (or towards HSA, etc.). The additional credits provided under this letter shall be made available in each contract year.

LETTER OF UNDERSTANDING – TRANSITION ISSUES

The following items were agreed to in the negotiations that led to the renewal collective agreement with term of January 8, 2021 to December 31, 2023.

1. Vacation Transition

- As a result of the new vacation schedule being implemented, no employee shall experience a reduction in their current vacation entitlement. For employees with a current vacation entitlement that exceeds the new vacation schedule, their entitlement will be red circled until such time that they acquire the years of service consistent with their current entitlement. The updated vacation entitlements will become effective within 120 days of the effective date of the collective agreement, on a date determined by the Company.
- EMPLOYEES WILL BE PERMITTED TO BANK UP TO 10 DAYS:
 - 5 DAYS to be used in 2021;
 - 5 DAYS to be used in 2022 - can all be used in one year with Company agreement
 - Remaining days in vacation bank cashed out and paid within 120 days of ratification

2. Wage Treatment

- Any Technician paid a rate higher than contemplated by the Wage Grid in Schedule "A" shall not experience a decrease in pay and shall remain at the same pay rate until such time as they are entitled to a higher wage rate pursuant to the Wage Grid in Schedule "A".
- On ratification, any employee whose wage rate is below the Schedule "A" wage grid shall have his wage rate adjusted to the applicable wage rate provided for in Schedule "A".

3. Lump Sums and Voluntary Separation Program (VSP)

- A lump sum equal to \$3,500.00 will be paid within thirty (30) days] following ratification to all employees on the active payroll at that time ("Wage Lump Sum"). Any employee not on the active payroll at that time, will receive the lump sum payment after completing thirty (30) working days of continuous employment following the employee's return to work.
- Within two (2) weeks of ratification, the Company shall advise employees who had requested a VSP as of November 30, 2020 as to the Company's decision. Employees who are granted a VSP will be released from duty no later than ninety (90) days following the decision being communicated, and will be required to comply with all requirements of the VSP.
- A lump sum equal to \$3,500.00 will be paid within thirty (30) days following ratification to all employees who are on active payroll, who do not receive a VSP and who are anticipated to remain in the employ of the Company on an ongoing indeterminate basis ("Non-Wage Lump Sum").
- For clarity, any employee who is granted a VSP shall receive only the lump sum amount provided for in paragraph 30, and shall not receive the lump sum provided in paragraph 32. Nor shall such employees receiving a VSP participate in any change in monetary employment benefit or entitlement which is derived in this Agreement prior to the severance of their employment in accordance with the terms of the VSP.
- A new round of applications for the VSP will be undertaken prior to its implementation.

MEMORANDUM OF AGREEMENT – WITHDRAWAL OF PROCEEDINGS

Any ongoing grievance, dispute, or differences between the parties, whether known or unknown and whether raised or not at the time of the entering into this Agreement shall be deemed to be withdrawn for all purposes, without any admission of liability, and without precedent. Without limiting the generality of the preceding this includes the arbitration relating to contracting out of service work proceeding before Arbitrator Mark Brown (Grievance of July 15, 2019).