



COLLECTIVE AGREEMENT

Between

Allegion Canada Inc.

And

**Construction Workers Union,
CLAC Local 63**

DURATION: August 1, 2023 – July 31, 2027

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COLLECTIVE AGREEMENT

THIS COLLECTIVE AGREEMENT is made and entered into this 25th of July, 2023 by and between Allegion Canada Inc., hereinafter referred to as the “Employer”, and the Construction Workers’ Union, CLAC Local 63, hereinafter referred to as the “Union” (the “Agreement”)

ARTICLE 1 - PURPOSE

- 1.01 It is the intent and purpose of the Employer, the Union, and the employees, as parties to this Collective Agreement (Agreement), which has been negotiated and entered into in good faith, to:
- a) recognize mutually the respective rights, responsibilities, and functions of the parties.
 - b) provide and maintain working conditions, hours of work, wage rates, travel allowances, referral provisions and benefits as set forth in this Agreement.
 - c) establish a just and prompt procedure for the disposition of grievances.
 - d) establish an equitable system for the layoff of employees; and
 - e) through the full and fair administration of all the provisions contained within this Agreement, to achieve a relationship among the Union, the Employer, and the employees which will be conducive to their mutual well-being.

1.02 The parties to this Agreement pledge to work towards the greatest possible degree of consultation and cooperation believing that the following concepts provide a fundamental framework for cooperative labour relations:

- a) the industrial enterprise is an economically characterized work community of capital-investors and employees under the leadership of management.
- b) the economic character springs from a continuous striving towards the efficient use of scarce resources, energy, and the environment, and in the adequate development of the employees, research, production, and marketing; and
- c) the Employer, the Union and the employees will not discourage cooperation but will stimulate it, recognizing that while leadership without labour can do nothing, labour without management cannot survive.

1.03 Neither the Employer nor the Union shall act in a manner that is arbitrary, discriminatory, that violates applicable Human Rights, Citizenship or Multiculturalism legislation, or is in bad faith.

1.04 Should any part of this Agreement be declared invalid the remainder of this Agreement will continue in full force and effect.

ARTICLE 2 – RECOGNITION

2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees in the bargaining unit as

defined in the existing Alberta Labour Relations Board (ALRB) certificate covering:

C2137-2023 All Employees working in or out of 5136 75th Street, Edmonton except office, clerical, and sales personnel.

2.02 There will be no revision, amendment, or alteration of the bargaining unit as defined in this Agreement or of any of the terms and provisions of this Agreement, except by the mutual agreement in writing of the Parties.

ARTICLE 3 – EMPLOYER’S RIGHTS

3.01 The Union recognizes and agrees that, subject to the terms of this Agreement, the management of the operations and the direction of the working forces are fixed exclusively in the Employer and without limiting the generality of the foregoing the Union recognizes and agrees that the Employer retains the sole and exclusive right to:

- a) determine the operations, business and services which will be rendered and carried on;
- b) demote, reprimand, suspend, discharge or otherwise discipline employees for proper or just cause;
- c) hire and determine qualifications of employees;
- d) assign and direct the work of employees, including in respect of deciding the number of employees needed at any time, the number of hours to be worked, starting and quitting times, and when overtime shall be worked;

- e) classify, promote, transfer, layoff and recall employees;
- f) determine when and if vacancies in the working force shall be filled and whether they shall be filled temporarily or permanently;
- g) establish and administer tests for the purpose of assisting the Employer in determining an employee's qualifications and to require medical examinations for health and safety reasons, to support a benefit or safety claim under the Agreement or pursuant to insurance policies maintained by the Employer;
- h) determine the suppliers and customers with whom it will deal, and the services, materials, equipment, and supplies that will be purchased, leased or otherwise acquired;
- i) establish and enforce production, quality and service standards for its business and services;
- j) introduce new and improved production, maintenance and service methods and facilities;
- k) change, combine, establish or discontinue departments, jobs or operations;
- l) the Employer may only contract out work where it:
 - i. does not possess the necessary facilities or equipment;
 - ii. does not have and/or cannot acquire the required employees; or

iii. cannot perform the work in a manner that is competitive in terms of cost, quality and within required time limits;

m) discontinue temporarily or permanently, in whole or in part, the operations of the business covered or affected by this Agreement.

3.02 The Employer shall be the sole judge of skill, ability, and qualifications of employees in all situations in which such a judgment is required, including but not limited to layoffs, recalls, transfers, promotions, performance evaluations, bonuses, and generally, whether an employee is performing the job satisfactorily. The Employer's judgment of the skill, ability and qualifications of employees shall only be subject to the grievance procedure of this Agreement in the event the Employer acts in bad faith, discriminatorily or capriciously.

3.03 The Employer shall also have the specific right to make and enforce new work rules, and to enforce, change, abolish or modify existing rules, applicable to employees covered by this Agreement, as it may from time to time deem necessary or advisable, unless expressly prohibited from so doing by an explicit provision of this Agreement. Such work rules may include, but are in no way limited to, attendance policies, disciplinary rules, operational and productivity standards and procedures, health and safety rules and procedures, check-in/check-out procedures, rules relating to the property, and drug and alcohol policies.

ARTICLE 4 - UNION REPRESENTATION

4.01 Stewards

For the purpose of representation with the Employer, the Union will function and be recognized as follows:

- a) the Union has the right to select or appoint Union stewards (Stewards) to assist the employees in presenting any complaints or grievances they have to representatives of the Employer and to enforce and administer this Agreement;
- b) Union will advise the Employer, in writing, of the name(s) of the duly appointed Steward(s);
- c) Stewards will be laid off or reduced in number in accordance with layoff language. The Employer will notify the Union prior to layoff of a Steward;
- d) the Union acknowledges that Stewards have regular duties to perform as employees of the Employer and that they will not leave their regular duties for the purpose of conducting business in connection with the investigation or presentation of grievances, without first obtaining the permission of their immediate Supervisor the Branch Manager or their designee. Such permission will not be unreasonably withheld; The Employer will pay Stewards for time spent attending to these collaborative duties during working hours;
- e) a Steward will be given the opportunity to address all new employees, at a time designated by and in coordination

- f) with the Branch Manager, for the purpose of introducing themselves and the Union and providing the employees with Union information that pertains to them; and
- g) in general there will be one (1) steward for the install team and one (1) steward for the service team.

4.02 Representatives

- a) Duly appointed Representatives of the Union represent the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to and renewals of this Agreement and enforcing the employees' collective bargaining rights, as well as any other rights under this Agreement and under the law. The Union will advise the Employer, in writing, of the name(s) of its duly appointed Representative(s).
- b) Unless required or permitted by applicable law, Representatives of the Union will only have access to visit job sites during normal working hours subject to:
 - i. the Representative(s) completing the job site orientation and satisfying any third party/client requirements;
 - ii. the Representative(s) having any required safety equipment;
 - iii. the Representative(s) providing the Branch Manager with 24 hours' prior notice, where practicable;

- iv. the Representative(s) identifying themselves to the appropriate management personnel upon arriving at a job site; and
- v. the Representative(s) not interfering with the progress of any work.

4.03 There will be no Union activity on the Employer's premises during working hours, except that which is necessary for the processing of grievances and the administration and enforcement of this Agreement.

4.04 Negotiating Committee

The Union has the right to appoint a Negotiating Committee. The number of Committee members will be mutually agreed upon by the Union and Employer, typically to a maximum of two (2), with consideration for the number of current employees. Additional committee members will be mutually agreed upon by the Employer and CLAC prior to bargaining.

ARTICLE 5 - STRIKES OR LOCKOUTS

5.01 During the term of this Agreement, or while negotiations for a further agreement are being held, the Union will not permit or encourage any cessation of work, strike, slowdown, or any stoppage of work or otherwise restrict or interfere with the Employer's operation through employees recognized in this Agreement.

5.02 During the term of this Agreement, or while negotiations for a further agreement are being held, the Employer will not engage

in any lockout of its employees including a lockout in the form of deliberately restricting or reducing the hours of work.

ARTICLE 6 - EMPLOYMENT POLICY

- 6.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer will be able to hire from outside the Union membership, but may consider any qualified Union members who apply through the Employer's internal recruiting process and are able to meet the Employer's requirement of the job.
- 6.02 New employees will be hired on a probationary period of one-hundred-eighty (180) calendar days and thereafter will attain regular employment status subject to the availability of work. The parties agree that probationary employees may be discharged, with or without cause, or laid off and such will not be the subject of a grievance or arbitration excepting those provisions in Article 1.03. When a probationary employee is disciplined and not discharged, the parties agree that only the terms stated in Articles 23.01 and 23.02 will prevail.
- 6.03 Probationary employees are covered by this Agreement, excepting those provisions that specifically exclude such employees. It is agreed that probationary employees may receive appropriate and constructive feedback in order to improve performance.
- 6.04 An employee who quits or is terminated for just cause and is rehired will serve a new probationary period.

ARTICLE 7 - REMITTANCES AND REPORTING

- 7.01 The Employer shall deduct from each employee, from the commencement of employment, an amount equal to Union dues as set by the National Convention of the Union and as described within the Employer Dues Directive issued by the Union. The Employer is also authorized to deduct any administration fees owing by an employee to the Union, when hired.
- 7.02 The total amount(s) deducted on behalf of the Union will be remitted by the Employer to the Union by the Tenth (10th) day of each month following the month for which the monies were deducted, together with an itemized list of the employees for whom the deductions are made and the amount remitted for each.
- 7.03 The Union and the employees agree that the Employer will be saved harmless for all deductions and payments so made.
- 7.04 The Employer shall remit all funds electronically, along with a remittance form prescribed by the Union. The remittance form shall include the following information for each employee:
- a) first, middle, and last name;
 - b) classification;
 - c) rate of hourly pay, including hourly premiums;
 - d) gross earnings;
 - e) total regular and overtime hours worked in the month for which such deductions are made;
 - f) dues or fees deducted and remitted on behalf of the employee as may be prescribed by the Union;

- g) contributions on behalf of the employees and any deductions from and remitted for an employee as may be prescribed by this Agreement;
- h) Social Insurance Number;
- i) Date of Birth; and
- j) Complete Mailing address.

7.05 The Employer shall notify the Union upon the hiring, lay-off or termination or resignation of an employee, and will also send to the Union within one (1) month of the same pay period that the action occurred, the following information of the employees involved:

- a) complete mailing address;
- b) e-mail address;
- c) primary telephone;
- d) date of hire;
- e) classification;
- f) date of birth; and
- g) for current Employees, any change in classification, and date of change

7.06 The Union will promptly notify the Employer, in writing, over the signature of its designated officer, the amount of the deduction to be made by the Employer for regular Union dues, Union dues arrears and Administration dues, and the Employer will have the right to continue to rely on such written notification until it receives other written notification from the Union. The Union shall provide the Employer with a minimum of thirty (30) days' notice of any change in the above noted dues.

7.07 The Union agrees that it will make membership in the Union available to all employees covered by this Agreement subject to

the Constitution of the Union and the terms and conditions specified by its applicable policies. Neither the Employer nor the Union will compel employees to become members of the Union. The Employer will not discriminate against employees because of Union membership or lack thereof, and it will inform all new employees of the contractual relationship with the Union. All new employees shall be referred by the Employer to a Union Steward or a Union Representative in order to give the Union an opportunity to describe the Union, its purpose, representation policies, and any other information relevant to such new employees.

- 7.08 Employees who cannot support the Union with their dues for reasons of conscience, as determined by the Union's internal guidelines of what constitutes a conscientious objection, may apply to the Union, in writing, to have their dues redirected. Such application shall outline the nature of the conscientious objection.
- 7.09 The Employer agrees to include the amount of union dues paid by each employee for each tax year on the employee's T-4 slip.

ARTICLE 8 - WAGE AND AREA RATES OF PAY

- 8.01 Wage schedules and other provisions applicable to various job classifications and work descriptions are as set forth in the Wage Schedules, as appropriate to the work. It is understood and agreed that the Employer and the Union will jointly determine the wage schedule during collective agreement negotiations. If there is a dispute, the matter will be settled in accordance with the arbitration procedure set out in Article 22. The Employer reserves the right to establish the rate of pay for newly hired employees at any point on the Wage Schedules within the effective annual period.

8.02 Additional classifications may be established by the Employer, and the rates for the same will be subject to negotiations between the Employer and the Union. Any addition under these terms will be put into writing and signed by a representative of the Employer and the Union. If the Union and the Employer are unable to agree upon the wage rates for new classifications, either party may apply directly for arbitration under Article 22.

Classification	Base Wage August 1, 2023	Base Wage August 1, 2024	Base Wage August 1, 2025	Base Wage August 1, 2026
		2.75%	2.75%	2.75%
0-6 months	\$29.25	\$30.05	\$30.88	\$31.73
7-12 months	\$29.86	\$30.68	\$31.52	\$32.39
1 year	\$30.85	\$31.70	\$32.57	\$33.47
2 year	\$32.47	\$33.36	\$34.28	\$35.22
3 year	\$33.42	\$34.34	\$35.28	\$36.25
4 year	\$34.00	\$34.94	\$35.90	\$36.88
5 year	\$34.59	\$35.54	\$36.52	\$37.52
10 year	\$37.40	\$38.43	\$39.49	\$40.57
15 year	\$38.82	\$39.89	\$40.98	\$42.11

ARTICLE 9 - HOURS OF WORK AND OVERTIME

9.01 The normal workday shall consist of eight (8) hours of work with one-half (1/2) hour unpaid lunch break. The normal work week will consist of forty (40) hours per week, consisting of five (5) eight (8) hour days, Monday through Friday, inclusive. Business demand/volume can require employees to work more than eight (8) hours per day and forty (40) hours per week. The Employer will make every reasonable effort to limit this when call volume, customer demands allow it.

9.02 Show Up Time and Starting Work

- a) An employee who reports to work or starts work without having been notified that there is no work available, and who is sent home because of lack of work, will receive a minimum of three (3) hours' pay at their regular hourly rate. The employee will also receive their full accommodation allowance if and when applicable.
- b) Notification of a cancellation of a shift or shortage of work will be an hour prior to the Employees scheduled start time departure. Such notification will be text message.

9.03 Call-Back

An employee who is called back to work in the same day will receive a minimum of four (4) hours' pay at the appropriate rate. If the employee is called back out after they have returned home from the initial call they will receive an additional four (4) hours' pay.

9.04 Emergency On-Call Premium – Service Technicians and Install Technicians

- a) The Branch Manager will assign employees to be on call for emergency service. For the purpose of this article, the week shall run for seven (7) consecutive twenty-four (24) hour periods. The Branch Manager will determine the duration and order of the on-call rotation. The on-call schedule will include all qualified Technicians. Install Technicians can voluntarily agree to be part of the on-call rotation.

- b) Scheduled on-call employees will receive \$200 a week and \$250 a week for General Holiday weeks for being on call. On call will be considered 1 calendar week at a time beginning on a Friday at 4:30pm. This premium shall be paid whether the employee is called out or not.
- c) An employee who is on-call is required to be reachable by phone. When called, the employee will be obligated to report for duty within the time period established by the department or dispatching centre.

9.05 When there is a temporary shortage of work within a given workday in a specific classification, the Employer may employ the affected employees in another classification at the rate of pay of their usual specified classification provided the employee is qualified to do the required work.

9.06 If the shortage of work is for a period longer than the day outlined in Article 9.04 above, the employee may be given the option to work in another classification, for which they are qualified, instead of being laid off. The employee will be paid the rate for the new classification. This will be recorded in writing signed by the Employer, the employee, and the Steward.

9.07 The Employer retains the sole discretion to establish starting times, the number of shifts and hours worked, and work rotations. Except where unforeseeable circumstances make it impossible to do so, the Employer will provide at least seventy-two (72) hours notice to employees of any change in the normal work week, including where an employee is required to work an overnight job. When the affected employee returns to his regular start time, the Employer shall allow that start time to be no less than eight (8) hours after the end of his last shift.

- a) If an employee has less than eight (8) hour break between shifts, and, as a result, the employee suffers a loss of regularly scheduled hours in the week following the change, the Employer will:
 - i. either afford the employee an opportunity to obtain replacement hours during the normal work week; or
 - ii. otherwise pay the employee for any missed regular time hours for the rescheduled period. This option is triggered if and when no opportunity for replacement hours is available to the employee.

9.08 The needs of the business may require that the Employer schedule individual employees as required to begin their shifts outside the timeframes outlined above. Any employee beginning their work between the hours of 2:00 p.m. and 8:00 p.m. is considered to be working on the second shift. Any employee beginning work between the hours of 8:00 p.m. and 2:00 a.m. is considered to be working on the third shift.

All employees working second shift shall work such hours at the employee's applicable straight time hourly wage, plus an additional 10% shift differential. All employees working third shift shall work such hours at the employee's applicable straight time hourly wage, plus an additional 20% shift differential. An assignment calling for one employee shall consist of either one installation tech or one service tech qualified to perform installation work on his or her own. If there are no volunteers for such assignments, the Employer shall make all such assignments on a rotational basis and with consideration of the employee's experience.

- 9.09 Employees will be paid overtime at the rate of one and one-half (1.5x) times the employees' straight time hourly rate of pay for all hours worked in excess of eight (8) regular straight time hours per day and forty-four (44) regular straight time hours per week. The work week is defined as Sunday, 12:00am, to Saturday, 11:59pm, with hours worked deemed to accrue in the work week in which a shift commences. There shall be no duplication or pyramiding of overtime or other premium pay rates for the same hours worked unless required by the Employment Standards Code.
- 9.10 For the purposes of calculating overtime, only time actually worked by an employee will factor into the calculation.
- 9.11 The Employer will attempt to distribute overtime work as evenly as possible.
- 9.12 Sunday
- a) Sunday will be deemed the first day of the week.
 - b) If an employee works on a Sunday they will be paid at the rate of two (2X) times the employees' straight time hourly rate of pay.
- 9.13 Nothing in this Article shall be construed as a guarantee of, or limitation on, the hours which employees will work other than those stipulated in Articles 9.01 and 9.02. Notwithstanding the above, employees may be called in to work from home on days not scheduled to work on a voluntary basis.

9.14 Rest Breaks and Meal Periods

- a) Employees will be given two (2) paid rest breaks of fifteen (15) minutes duration for each normal workday. The two (2) paid rest breaks may be combined to become one (1) paid thirty (30) minute break, but cannot be taken at the end of the workday.
- b) Employees will be given an unpaid meal period of one-half (1/2) hour for each normal workday.
- c) Employees will be given a fifteen (15) minute paid rest break at the start (or at the earliest convenience when performing critical tasks) of each three (3) hour period worked beyond the normal workday. A rest break will not apply if a to the meal break is provided after twelve (12) hours.
- d) Employees who work beyond twelve (12) hours in a day will be provided with an additional one half (1/2) hour unpaid meal period and a meal will be provided by the Employer.

ARTICLE 10 – SENIORITY AND LAY-OFF PROCEDURE

10.01 Seniority

Seniority is defined as an employee's length of service with the Employer. The Employer will lay off in accordance to seniority, with the longest tenure employee being last laid off.

Seniority rights and employment shall cease for any employee who:

- a) voluntarily terminates their employment;
- b) is terminated for cause;
- c) is laid off for a period longer than six (6) calendar months;
- d) fails, while laid off, after receiving notification by registered mail or email, to report to work within five (5) consecutive working days after the date of notification to report back to work. Employees shall, upon receiving such notice, state their position within twenty-four (24) hours, either by telephone or email to the Employer's business office;
- e) is absent for more than three (3) consecutive working days without, during such period, having notified the Employer of the reason for said absence; or if upon returning to work does not have a reasonable excuse, acceptable to the Employer, for such absence and failure to notify;
- f) is off work due to illness or injury for a period of one (1) year, subject to reasonable accommodations of a disclosed disability short of undue hardship;
- g) has no reasonable likelihood of being able to return to work in the foreseeable future due to a physical or mental disability. In the event the employee has not exhausted short term or long term disability benefits at the time such determination is made, seniority will terminate upon the exhaustion of such benefits; or

h) overstays a non-statutory leave of absence, gives a false reason for procuring such a leave of absence, or engages in unapproved employment with another employer during such leave of absence.

10.02 There will be three (3) seniority lists, one for install technicians, one for service technicians and one for the warehouse worker classification.

10.03 In the event that it becomes necessary to layoff or recall employees, the Employer shall consider the skill, ability and qualifications of the employees and, where their skill, ability, and qualifications are equal, shall lay off the least senior employee or recall the most senior employee. Each affected employee will be given only the minimum notice of layoff, if any, as is required by the Alberta Employment Standards Code. The Employer will make every attempt to perform layoffs during an employee's working shift days, prior to them going home.

10.04 The Employer will not be required to give notice of lay-off when equipment failure, shortage of material, severe weather or other reasons beyond the control of the Employer cause a stoppage of operation.

ARTICLE 11 - VACATION PAY

11.01 Employees are entitled to earn vacation pay from the commencement of employment, and, subject to employment standards legislation, are entitled to commence earning vacation time upon the completion of the probationary period. Vacation time and pay will be earned monthly and determined by the following schedule:

<u>Length of Service</u>	<u>Vacation Allotment</u>
New Hire (1 st year)	1 day per month to a maximum of 10
Years 2-7	15 days (120 hours)
Years 8-19	20 days (160 hours)
Year 20+	25 days (200 Hours)

- 11.02 Vacation days must be taken in full and half day increments.
- 11.03 Vacation pay will be paid to employees no later than the next regularly scheduled pay day after the employee takes vacation time.
- 11.04 Employees terminated from employment will be paid for any accrued and unpaid vacation pay.
- 11.05 Vacations must be scheduled by the end of each February to give the employee their choice of dates to the extent reasonably possible.
- a) Where employees request overlapping vacation periods and scheduling such vacation periods may affect efficient operations of the Branch, vacation periods will be scheduled based on seniority.
 - b) In the event agreement between the employees and the supervisor cannot be reached, the vacations will be scheduled in a manner that will maintain efficient

operations and which may include Branch vacation blackout.

- c) Vacation blocks of greater than two (2) weeks require written approval from the Branch Manager.

11.06 If an employee requests vacation time after February 28th, seniority will not be taken into consideration, but instead will be on a first come first serve basis with Branch Manager approval.

- a) The employee must submit the vacation request in writing at a minimum of forty-eight (48) hours in advance. The vacation request is not approved unless/until the Branch Manager or designee provides written confirmation of approval.

11.07 All vacation time must be taken during the year in which it is earned and cannot be carried over from year to year, subject only to compliance with the minimum requirements of applicable employment standards legislation. Where scheduled vacation time is cancelled by the Employer, and if permitted by employment standards legislation, an employee shall be permitted to carry over the cancelled vacation time to a date in the next vacation period that is acceptable to the Employer.

11.08 The Employee is entitled to withhold three (3) days of vacation after October 1st, with the intent of scheduling such days within the same calendar year, otherwise the Employer maintains the right to unilaterally schedule vacation, if necessary.

11.09 No more than three (3) Service Technicians and three (3) Installation Technicians may be off on a vacation at a time.

ARTICLE 12 – GENERAL HOLIDAYS AND HOLIDAY PAY

12.01 All employees will be paid eight (8) regular hours as general holiday pay for the holidays listed below within the pay period that the general holiday occurred.

New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Heritage Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day or any further days proclaimed by the Provincial Government.

12.02 Employees absent on the work-days next preceding or next following any general holiday shall not be entitled to pay for such holiday unless the absentee received permission from the Employer to be absent.

12.03 Employees who work on one of the above general holidays will receive overtime pay for all hours worked in addition to the holiday pay outlined in Article 12.01.

ARTICLE 13 - TRANSPORTATION, TRAVEL AND ACCOMMODATION

13.01 The Employee will be allowed to purchase meals on their corporate card while working on overnight trips away from their primary residence. The employee must submit receipts for all such purchases. Meal purchase maximums are as follows:

Breakfast - \$15

Lunch - \$25

Dinner - \$40

- 13.02 The Employer will also pay for the reasonable costs for overnight lodging but shall not require more than one (1) employee to stay in an ordinary hotel room.
- 13.03 The Employer agrees to pay expenses for room and board on a weekly basis.
- 13.04 Expense reports must be submitted within seven (7) days from the date of the oldest transaction.
- 13.05 Employees who are provided with the use of an Employer vehicle may choose to take such vehicle home after the conclusion of their shift. However, the Employer shall not require any employee to take their Employer vehicle home or report to work from home using their Employer's vehicle.
- 13.06 Where an employee chooses to take an Employer vehicle home after the conclusion of their shift and chooses to report directly to a job site for the commencement of their next scheduled shift with the Employer vehicle, only any commuting time to the job site from the employee's home prior to the commencement of their shift or from the job site to the employee's home at the end of the employee's shift that is in excess of thirty (30) minutes will be paid time.
- 13.07 An employee scheduled to report to the branch before starting work will have their working time start at the time of their reporting to work as scheduled.
- 13.08 The Employer will be responsible for all registration, insurance, parking, all other expenses that deal with the day-to-day servicing of an Employer vehicle.

ARTICLE 14 - UNION-MANAGEMENT COMMITTEE

- 14.01 In order to build a cooperative relationship between the Employer, the Union and the employees, committee meetings will be scheduled four times annually. The meetings will serve as a forum for discussion and consultation about policies and practices covered by, and not necessarily covered by the Collective Agreement. The areas for discussion may include, but are not limited to, the following:
- a) safety measures;
 - b) matters that affect the working conditions of the employees;
 - c) training and promotion; and
 - d) discipline and discharge policies.
- 14.02 Notwithstanding Article 14.01, no discussion or consultation between the Employer or Union shall in any way affect the Employer's management rights set out in Article 3.
- 14.03 The Employer and the Union will each appoint up to three (3) representatives to the committee. For the Union this will consist of two (2) employee representatives and one (1) Union Representative. Meeting notes will record the business of each meeting, and copies will be distributed as the Committee determines.
- 14.04 Employees attending the meetings during regular working hours will be entitled to their wages.

ARTICLE 15 - HEALTH AND SAFETY

- 15.01 It is the intent of the parties to have working conditions that are safe and healthy.
- 15.02 The Union and Employer agree that it is in the best interests of the Employer and all members of the bargaining unit to maintain a safe and healthy workplace and to observe all occupational health and safety requirements implemented by the Employer to comply with applicable law. The Employer is entitled to make practicable policies, rules and regulations for the health and safety of its employees during the hours of their employment and the Union undertakes to give full support to these policies, rules and regulations and shall promote safety consciousness and a personal sense of responsibility among the employees.
- 15.03 The Employer's health and safety policies, rules and regulations shall be provided to employees during orientation process.
- 15.04 A health and safety committee will be established, as required, to address matters concerning safe work conditions and practices and to maintain a co-operative effort for the safety of the workforce. Meeting notes will record the business of each meeting, and copies will be distributed as the Committee determines.
- 15.05 The Employer and the Union will each appoint up to three (3) representatives to the Committee. The Union shall appoint no more than one (1) employee representative from each of the service, install and warehouse departments.

15.06 An employee who is injured on the job during working hours and is required to leave for treatment for such injury will receive payment for the remainder of their shift.

15.07 An employee who is injured on the job and who requires transportation from the work site to a local physician or hospital will receive such transportation provided for by the Employer. Should an employee require hospitalization for a period of more than one (1) week the Employer will provide transportation to an available facility near the employee's home within Canada at no cost to the employee, provided such transportation costs are not paid by private insurance or a provincial health care plan.

15.08 Modified Work Programs

- a) If an employee is injured on the job and requires medical attention, the employee may be eligible to Modified Work. The Employer reserves the right to require an independent medical opinion by a Physician selected by the Employer.

ARTICLE 16 - HEALTH AND WELFARE PLAN

16.01 Dental Plan

The Employer shall provide dental benefits to the employees under the same terms and conditions as it provides to the hourly non-union employees of Allegion Canada Inc. This includes but is not limited to the plans, plan designs, and employee contributions through payroll deduction for the cost of such benefits.

16.02 Medical Plan

The Employer shall provide health benefit other employees under the same terms and conditions as it provides to the hourly non-union employees of Allegion Canada Inc. This includes but is not limited to the plans, plan designs, and employee contributions through payroll deduction for the cost of the premiums associated with employee's health benefit elections.

16.03 Vision Plan

The Employer shall permit entry into the vision plan under the same terms and conditions as such plan is available to hourly non-union employees of Allegion Canada Inc.

16.04 Life Insurance and Accidental Death & Dismemberment (AD&D)

The Employer shall provide Life Insurance and AD&D under the same terms as hourly non-union employees of Allegion Canada, Inc.

16.05 Voluntary Life Insurance

The Employer shall permit entry into the voluntary life insurance plan under the same terms and conditions as such plan is available to hourly non-union employees of Allegion Canada Inc.

16.06 Long Term Disability

The Employer shall provide Long Term Disability benefits to full time employees under the same terms and conditions as hourly non-union employees of Allegion Canada Inc.

16.07 Short Term Disability

The Employer shall provide Short Term Disability benefits to full time employees under the same terms and conditions as hourly non-union employees of Allegion Canada Inc.

ARTICLE 17 – RETIREMENT PLANS

17.01 The Employer agrees to contribute to a Registered Pension Plan for each employee as follows:

- a) 2% core; and
- b) 3% matching.

ARTICLE 18 - EDUCATION AND TRAINING FUNDS

18.01 The Employer will provide any required training to employees at no cost to the employee and employees shall be paid hourly for any such training.

ARTICLE 19 - TOOLS

- 19.01 An employee will supply their own hand and common tools. Specialty and power tools will be provided by the Employer.
- 19.02 The employees will be held responsible for all tools issued to them by the Employer. The Employer will supply adequate security for all tool storage.
- 19.03 Tool lists, if necessary, will be established by mutual agreement between the Employer and the Union. Such tool lists will form part of this Agreement.

ARTICLE 20 - PROTECTIVE EQUIPMENT

- 20.01 All employees will wear Canadian Standards Association (“CSA”) approved safety hats supplied by the Employer.
- 20.02 All employees will wear CSA-approved safety boots supplied by the employees.
- 20.03 The Employer will supply the employees with all safety-related equipment excluding prescription safety eyewear. Said equipment will remain the property of the Employer. Any worn out safety equipment will be replaced upon presentation of the worn equipment. The employees will be held responsible for loss or improper maintenance of Employer supplied items.
- 20.04 An employee will wear CSA approved safety eyewear supplied by the Employer, when required.

20.05 Prescription Safety Eyewear

The Employer agrees to reimburse any employee of the cost of prescription safety eyewear, or laser eye surgery up to one hundred dollars (\$100.00) according to the following criteria. The employee must have worked past probation with the Employer for the first reimbursement. For any subsequent reimbursement, the employee must have worked an additional two (2) years from the last time reimbursed.

20.06 Safety Boot Allowance

The Employer will continue its practice of providing a reimbursement, upon the purchase of, safety footwear that meets or exceeds the requirements set forth by the CSA, as follows:

- a) \$125 for every calendar year; or
- b) \$250 for every two (2) calendar years.

20.07 All employees will be provided with \$175 per calendar year for an Allegion uniform refresh policy each January 1st. This amount shall be proportionate for employees hired after January 1st.

ARTICLE 21 - LEAVE OF ABSENCE

21.01 Employees will be entitled to leaves in accordance with the Employment Standards Code and the Employer's policies respecting leaves of absence. Any leave granted under the Employer's policies respecting leaves of absence that overlap

with a statutory leave of absence shall be treated as a concurrent, not additional, leave of absence.

21.02 The Employer reserves the right to require an employee seeking to return from a medical-related leave of absence to undergo a medical examination, at no cost to the employee, prior to the employee's return from the leave of absence. The medical examination will be used to clear the employee to return to work, or otherwise determine whether the employee has limitations regarding their ability to safely perform the essential functions of their job, with or without reasonable accommodation.

21.03 Jury Duty

- a) Employees will be granted paid leave of absence to serve as a juror or when subpoenaed as such witness. Such employees will be paid their full base pay for their normal shift during all such periods.
- b) The Employer does not require employees to reimburse the Employer for the stipend amount issued by the court for the employee's service.
- c) benefits continue uninterrupted during the period of jury service or as a subpoenaed witness.

21.04 Employees appearing in court on the employee's own behalf (such as a plaintiff, defendant or for non-subpoenaed court appearance), unless requested by the Employer are not included under this policy and will not receive paid time off. Employees may submit a request to use vacation or unpaid time for these instances. Such requests will be reviewed in accordance with Employer policy and on a case-by-case basis.

21.05 Bereavement Leave

- a) The Employer will allow five (5) authorized paid days off for bereavement for relative(s) as defined below:
- Spouse (includes both married and unmarried couples, of the same or opposite genders)
 - Parent, step-parent, foster parent, child, step-child, foster child, grandparent, step-grandparent, grandchild or step-grandchild of the employee or the employee's spouse
 - Parent of the employee's spouse
 - Employee's sibling
- b) The Employer will allow three (3) authorized paid days off for bereavement for relative(s) as defined below:
- Sibling of the employee's spouse
 - Spouse of the employee's child
 - Cousin of the employee
 - Sibling of the employee's parent, step-parent or foster parent
 - Child of the employee or the employee's spouse's sibling

21.06 It is at the Employer discretion to request appropriate documentation to validate a bereavement leave request.

- a) Bereavement leave days are not to be taken for any other reason than the intent of the policy and they are to be used consecutively.

- b) If all paid time has been exhausted, additional time off without pay may be granted under a personal leave request. The employee should notify the Branch Manager as soon as the employee is aware of the need.
- c) For deaths outside of the above-mentioned relationships, employees should speak directly with their Manager and each situation will be dealt with on a case-by-case basis.

21.07 Employees are entitled to two (2) sick days per year. This will be paid out when the employee utilizes their sick days on their next pay period. This amount will not be paid to employees at the end of the calendar year if they have not used their eligible sick days. Employees are also entitled to five (5) unpaid personal days per year for personal health or to meet family responsibilities. Unless outside of an employee's control, an employee who fails to notify the Employer of an absence from work will be deemed to use an available unpaid personal day, and, if no unpaid personal days are available, will be deemed to use an available paid sick day, and, if no paid sick days are available, will be deemed to use an available vacation day.

21.08 Employees will be granted a 1 day leave of absence with pay for the birth of their child.

21.09 The Employer may grant leaves of absence without pay, for a time mutually agreed upon between the Employer and the employee, for the following reasons:

- a) Marriage of the employee.
- b) Sickness of the employee or employee's immediate family.

- c) Birth or adoption of the employee's child.
- d) Union business
- e) Death of a person not outlined in Article 21.05.
- f) Job related training; or
- g) Other personal reasons as approved by the Employer.

ARTICLE 22 - GRIEVANCE PROCEDURE AND ARBITRATION

22.01 A grievance is any dispute or complaint of the Union or the Employer alleging a violation of this Agreement. Any Union grievance, including a policy grievance, shall commence at Step 1, below, and shall be processed through the procedure described thereafter. Any Employer grievance shall commence at Step 2, below, and shall be similarly processed.

Step 1

If the Union or an employee has a grievance, the Union will first attempt to settle same with the Branch Manager or their designee, it being understood that any aggrieved employee shall have the right to request that a steward be present at this step of the grievance procedure. Such a grievance must be presented by the Union to the Employer in writing within five (5) working days of the date on which said dispute, complaint or grievance first arose. The Employer shall then have five (5) working days to respond to the grievance in writing. Should the Employer fail to respond to the grievance in writing, the Employer will be deemed to have denied the grievance.

Step 2

If a grievance is not resolved at Step 1, or if the Employer has a grievance, such grievance must be presented in writing by the grieving party to the non-grieving party. Such grievance must be submitted by the grieving party in writing to the non-grieving party within ten (10) days of (i) in the case of a grievance not resolved at Step 1, the receipt of the Employer's response or deemed denial; or (ii) in the case of an Employer grievance, the date on which said dispute, complaint or grievance first arose. A meeting will then be held between a Union steward, Representative, the aggrieved employee (if any), and one or more supervisors or other officials of the Employer to attempt to settle the grievance within ten (10) days of receipt of the written grievance. The non-grieving party shall give the grieving party its answer to said grievance in writing, within ten (10) days following the grievance meeting.

Step 3

If a grievance is not resolved at Step 2, the grieving party shall have ten (10) days to request in writing that the parties meet to resolve the grievance. A meeting will then be held between the Representative and a Human Resources Business Partner (or designee) to attempt to settle the grievance within ten (10) days of receipt of the written request to meet. The non-grieving party shall give the grieving party its answer to said grievance in writing, within ten (10) days following the grievance meeting.

Step 4

If a grievance is not satisfactorily resolved at Step 3, and if the grievance is otherwise arbitrable under this Agreement, the grieving party may refer the dispute to arbitration by email (a

“Notice to Arbitrate”), within ten (10) days of the Step 3 answer and in strict accordance with the provisions of this Agreement pertaining to arbitration. If the grieving party fails to submit the dispute to arbitration within the ten (10) day period, in the manner prescribed by this Agreement, then the grieving party shall be conclusively presumed to have accepted the non-grieving party’s answers (or non-answers) thereto and said grievance shall not thereafter be arbitrable.

22.02 The procedural time limits in this Article are to be strictly construed and shall be extended only by mutual written agreement of the Employer and the Union. Either party’s failure to move the grievance to the next step within the specified time limits shall release the non-grieving party from further processing of the grievance and shall be construed by an arbitrator as a waiver of the grieving party’s right to pursue the grievance.

22.03 If a Notice to Arbitrate is served, the two parties will each nominate an arbitrator within ten (10) days of service and notify the other party of the name and address of its nominee. The two arbitrators so appointed will attempt to select, by agreement, a Chairperson (together with the other two arbitrators, the “Arbitration Board”). If they are unable to agree upon a Chairperson within ten (10) days of their appointment, either party may request the Minister of Labour to appoint an impartial Chairperson. The parties may, upon mutual agreement, substitute a single arbitrator in place of the Arbitration Board (the “Arbitrator”).

22.04 Each of the parties hereto will bear the expenses of the single arbitrator appointed by it, and the parties will jointly bear the expense of the Chairperson of the Arbitration Board or Arbitrator, as applicable.

22.05 The Arbitration Board or Arbitrator, as applicable, will not be authorized to make any decisions inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement, nor to adjudicate any matter not specifically assigned to it by the Notice to Arbitrate.

ARTICLE 23 - WARNING, SUSPENSION AND DISCHARGE

23.01 A Steward will be present for all investigatory meetings and upon request by the employee for disciplinary meetings.

23.02 When the attitude or performance of an employee calls for a warning by the Employer, such a warning will be provided in writing by the Branch Manager. The Branch Manager will send a copy of such warning to the Steward and Union office within twenty four (24) hours of presentation of the warning to the employee.

23.03 The Employer shall have the right to discipline or discharge employees who have completed their probationary period, for just cause. The Union acknowledges and agrees that the conduct of employees covered by this Agreement must conform with the highest standard of propriety and correct behaviour, and that failure to conform with this standard shall be cause for immediate discipline or discharge. While it is the policy of the Employer to warn employees for minor infractions before taking disciplinary action or discharging them, it is distinctly understood and agreed that certain conduct, such as, but not by any means limited to, the following may be cause for immediate discharge without warning:

- a) dishonesty, insubordination or disrespectful conduct, including the failure to comply with Employer policies, rules or regulations;
- b) fighting while at the Employer premises or on duty;
- c) failure or refusal to wear or utilize any safety equipment required by the Employer or to follow any safety procedure prescribed by the Employer;
- d) “horseplay” of such a nature as to be capable of causing personal injury or property damage;
- e) failure to exert reasonable effort on the job, maintain satisfactory levels of production, wasting time, loitering, or sleeping or appearing to sleep on the job;
- f) negligent or reckless operation of a Employer or customer vehicle or equipment;
- g) being in possession of alcoholic beverages, drinking alcoholic beverages while at the Employer premises or on duty, unless part of a Employer-sponsored event.
- h) operating a Employer vehicle during/after consumption of alcohol or any substances that will cause impairment;
- i) being in possession of or being under the influence of narcotics or any other substance that may cause the employee to become unfit for duty, subject to reasonable accommodations of a previously disclosed medication required for a medical disability;

- j) carrying or being in possession of a weapon while at the Employer's premises or on duty;
- k) theft of property;
- l) conviction of or pleading guilty to an indictable offence;
- m) theft or unauthorized possession of Employer, employee, visitor, customer or vendor property;
- n) falsification of records or reports;
- o) willful or negligent damage to tools, equipment and other Employer or customer property;
- p) willful or negligent violation of environmental or health and safety policies, rules or regulations;
- q) failure to report an accident or near miss;
- r) disloyalty to the Employer or its customers, such as derogatory references to the Employer or customers, or their respective services;
- s) harassment, verbal or physical, of associates or customers;
- t) unauthorized use, possession or removal of, or access to, Employer records of any type or form; or
- u) participation in any activity prohibited by Article 5.

23.04 The Employer shall have the right to discharge employees during their probationary period, with or without cause, and

without recourse by the Union or by such probationary employee to the grievance procedure of this Agreement unless the discharge is discriminatory.

ARTICLE 24 - DURATION

24.01 This Agreement will be effective on the first (1st) day of August, two-thousand and twenty-three (2023) and will remain in effect until the thirtieth (31st) day of July two-thousand and twenty-seven (2027) and for further periods of one (1) year unless notice is given by either party of the desire to delete, change, amend or cancel any of the provisions contained herein, within the period from one hundred twenty (120) to sixty (60) calendar days prior to the renewal date. In the event that notice to renew or amend this Agreement is not given pursuant to this Article, this Agreement shall be automatically renewed from year to year thereafter.

24.02 If negotiations are not completed prior to the expiration date of this Agreement all negotiated items will be retroactive from the date of signing to the expiration date of the expired agreement. Until a new agreement has been concluded, all provisions in this Agreement will remain in full force and effect.

24.03 Before any negotiations have taken place the parties may by mutual agreement accept the provisions of the following:

Should negotiations fail, and the parties have fulfilled all the requirements of the Alberta Labour Relations Code, and no settlement has been agreed to, the parties agree to take all outstanding issues to binding arbitration in lieu of a strike or lockout.

DATED at Edmonton, Alberta, this _____ day of _____, 2023

Signed on behalf of
ALLEGION CANADA INC.

Signed on behalf of
**CONSTRUCTION WORKERS
UNION CLAC LOCAL 63**

Per _____
Authorized Rep

This printing is for information purposes only. Original signed documents are held on file at the CLAC Member Centre in Edmonton.

ntative

Per _____
Authorized Representative

Per _____
Authorized Representative

Per _____
Authorized Representative

WE'RE COMMITTED TO YOU



Positive Work-Life

We are a modern union with a modern attitude. We don't just help create a better workplace, but a better work-life, helping you get the most out of every day.



Champions of You

We make your voice heard. We lead positive change. And through it all, we keep you working.



Everyday Greatness

We believe that greatness is in all of us. That when you enjoy what you do, when you feel valued and respected, supported and secure, everyone—you, your family, and your community—benefits.

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