

**AGREEMENT**

**BY AND BETWEEN**

**TYCO INTEGRATED FIRE & SECURITY CANADA, INC.**

**AND**

**LOCAL UNION 424  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

**Effective: March 7, 2022 to May 15, 2024**

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## **PURPOSE**

***THE PARTIES HERETO DO ENTER INTO AND ESTABLISH THE FOLLOWING WAGE SCHEDULES AND CONDITIONS OF EMPLOYMENT FOR THE PURPOSE OF MAINTAINING HARMONIOUS RELATIONS AND ESTABLISHING STABLE CONDITIONS OF EMPLOYMENT AND PROVIDING FINANCIAL AND PERSONAL RELATIONS MUTUALLY BENEFICIAL TO THE PARTIES. THE PRECEDING TO BE ACCOMPLISHED IN A SPIRIT OF MUTUAL RESPECT WHILE MAINTAINING THE HIGHEST LEVEL OF INTEGRITY AND EXCELLENT SERVICE TO OUR CUSTOMERS.***

## **ARTICLE 1 - UNION RECOGNITION**

- (a) Tyco Integrated Fire & Security Canada, Inc. (the "Employer") hereby recognizes the Union as the exclusive bargaining representative with respect to rates of pay, wages, hours and other conditions of employment for all full-time and regular part-time employees classified by the Employer as commercial installers and commercial service technicians employed by the Employer at its facility located in Edmonton, AB; but excluding all alarm service investigators, relief supervisors, all office clerical employees and professional employees, guards and supervisors; and excluding all residential and small business installers, residential and small business unit pay installers and residential and small business service technicians unless such technicians are located at or are directly supervised by employees located at the Edmonton, AB facility. If during the term of this Agreement the Employer relocates the covered employees from the Edmonton office to another, this provision shall apply to the new office.
- (b) The Company shall inform the Union (within seven days) of all new employees; such employees shall make application for membership in the Union within thirty days after commencement of employment. Employees shall, as a condition of employment, remain members of the Union. When the Company is in need of employees, it shall notify the Union of the vacancy, who will assist in filling the vacancy where possible.
- (c) The Company shall deduct monthly dues, as prescribed by the Union in writing, from the pay of each employee to whom this Agreement applies. Deductions shall be made from the first (1st) pay in each month, and shall be submitted on or before the fifteenth (15th) of the month following, together with a list of all those from whom deductions have been made. It is mutually agreed that when an employee has no pay to his credit during the regular deduction period, the Company shall not be responsible for the collection of dues for such period.

## **ARTICLE 2 - NO DISCRIMINATION**

- (a) The Union and the Company agree that they and their agents shall not intimidate, discriminate against nor coerce any employee by reason of their membership or non-membership in the Union.
- (b) All reference to the masculine gender within this Agreement shall be deemed to include the feminine gender.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

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

## **ARTICLE 4 - WORKING CONDITIONS**

- (a) The standard hours of work shall be forty (40) hours per week. Normal hours of work for employees performing serviceman I assignments shall be, 8:00 A.M. to 4:30 P.M. [ or a window of 6:00 A.M. to 6:30 P.M. for 4-10 hour day schedules] with one half (1/2) hour for lunch to be taken between the

hours of 11:30 A.M. and 1:30 P.M. If it is necessary to schedule work at times other than normal working hours, such work shall be rotated among those employees qualified to do this type of work.

Any assignments to 4-10 hour day schedules will be voluntary.

The Company will discuss with the Union or the Labour/Management committee before any changes to the standard workweek are made.

- (b) The Company must give notice to the employee of at least seventy-two (72) hours for a change of shift schedule. If the Company fails to give seventy-two (72) hours notice, it shall pay an additional four (4) hours pay for the first shift of each change of shift schedule.
- (c) If reporting directly to a job from home (or to home from a job), compensation begins for any commute beyond 45 minutes.
- (d) Tools will be supplied to each employee as deemed necessary for the performance of their duties. It is understood that employees shall exercise normal care for Company supplied tools and shall be responsible for any loss or damage willfully or negligently caused. All tools must be returned to the Company upon termination of employment.
- (e) Employees regularly assigned to installation work shall be rotated for out-of-town assignments. An alphabetical rotation list shall be posted by the Company on at least an annual basis. The Company will continue to assign work in specialty fields to qualified personnel as required.
- (f) The regular working hours for employees working out of town on installation assignments are set out in Article 4 (a) or shall consist of four (4) consecutive ten (10) hour fixed shifts subject to operational requirements and as mutually agreed with the employee(s) involved.

Effective May 14, 2018, and ending on the day a subsequent collective agreement is entered into, hours of work for Employees working four (4) consecutive ten (10) hour fixed shifts will be averaged over a one (1) week period, and overtime will be paid for hours worked over ten (10) hours a day or forty (40) hours a week, whichever is greater.

The statutory holiday provisions of the collective agreement apply to such employees except that employees who must work on a statutory holiday which is their regular day of work shall be paid ten (10) hours at the normal rate plus time and one-half for the first ten (10) hours worked. All hours worked after the first ten (10) hours shall be at double the rate.

- *Clarity Note to Union: Compressed work week agreements have been phased out under Alberta Bill 17, and replaced by new "Averaging Agreement" requirements. Averaging agreements must include: (i) start and end date term of agreement that cannot exceed 2 years unless it is part of a collective agreement and terminates the day a subsequent collective agreement is entered into; (ii) number of weeks the hours will be averaged over (1 to 12 weeks); (iii) work schedule which identifies all the work days and the number of hours to be worked on each of those work days in the averaging period (if applicable); (iv) only one work schedule per agreement; (v) scheduled daily and weekly hours of work cannot exceed 12 hours per day, 44 hours per week or an average of 44 hours per week; and (vi) how overtime pay and time off with pay will be calculated.*

- (h) The Company, Union and Employees, confirm their ongoing commitment to Occupational Health and Safety Legislation.

## **ARTICLE 5 - STATUTORY HOLIDAYS**

- (a) The following shall be paid for at the employee's regular rate when not scheduled to work: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, August Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.

An additional holiday (floater) will be granted as a statutory holiday. While the floater is intended to be taken at a time convenient to both the company and the employee, the company reserves the right to schedule said date for business reasons.

In the event that Family Day is eliminated as a statutory holiday, the third Monday in February will be substituted.

In the event the Federal or Provincial Government declares an additional statutory holiday, it is understood that it will replace the floater.

- (b) Employees scheduled to work and who work on any of the Statutory Holidays referred to in paragraph (a) shall be paid eight (8) hours straight time for the holiday plus time and one-half (1 1/2) for the first eight (8) hours worked. All time worked over eight (8) hours shall be paid at double time.

Employees scheduled to work on a Statutory Holiday may request that they can take their holiday at a later date as a lieu day. They will be permitted to do so where operational requirements permit and, if so, they will be paid time and one-half (1 1/2) for the hours worked and straight time for the day they take off as a lieu day.

Employees who are not scheduled to work on a Statutory Holiday but are called in to work, shall be paid straight time for the Holiday, plus double (2) time for work performed.

"OR"

An employee who is not scheduled to work on a Statutory Holiday but is called into work, may be authorized by the Service Manager to select a day off with pay in lieu of the Statutory Holiday and receive double (2) time for the hours worked on a Statutory Holiday.

- (c) An employee failing to report, or reporting late on a Statutory Holiday for his scheduled tour of duty shall receive Holiday Pay in proportion to the number of scheduled hours worked, unless his absence is through sickness or other justifiable cause approved by the Company.
- (d) For those employees regularly working on a Monday to Friday shift, the employer shall designate either the Friday before, or the Monday after as the holiday when a Statutory Holiday falls on a Saturday or a Sunday.
- (e) The Holiday shall be from twelve o'clock Midnight to twelve o'clock Midnight on the day designated by the employer as the holiday.
- (f) Where a Statutory Holiday falls within the employee's vacation period, he shall have his vacation period extended by one day.

## **ARTICLE 6 - WAGES**

- (a) Occupational classifications and wage scales are set forth in Schedule 'A' of this Agreement.
- i. The wage rates for all Employees with lengths of service equal to or less than thirty-six (36) months are set forth in Schedule "A" of this Agreement.
- ii. All Employees with lengths of service greater than thirty-six (36) months on March 7, 2022 will receive a 3.5% wage increase effective as of March 7, 2022.
- iii. All Employees with lengths of service greater than thirty-six (36) months on May 14, 2023 will receive a 2.75% wage increase effective on May 14, 2023.
- iv. All Employees will undergo annual performance reviews.



- (b) When an employee works in a higher classification, it is understood that the higher wage will prevail.
- Employees temporarily transferred to a lower rate job shall retain the current rate of pay in effect prior to being temporarily transferred for the period of the temporary transfer. Temporary transfers shall not generally extend beyond forty (40) calendar days unless extended by mutual agreement. Such agreement shall not be unreasonably withheld.
- (c) Employees will be paid bi-weekly.
- (d) When an employee is called to serve on jury duty or subpoenaed as a court witness, the Company agrees to pay the employee the difference between jury or witness pay and his regular pay. Should such court appearance occur while a man is on vacation, he will be compensated with eight (8) hours' pay at overtime rates.
- All time spent on legal matters pertaining to the Company business on an employee's scheduled day off, shall be compensated for at time and one half (1 1/2) with a minimum of four (4) hours.
- (e) The minimum rate within each occupational classification shall be as set out in Schedule 'A' of this Agreement, and shall be increased after each six (6) months' service until the employee has reached the top rate of this classification. In the case of promotion, the promoted employee shall receive at the time of promotion, the rate in the classification to which he is promoted consistent with his length of service with the Company. Increases or decreases in the basic rate of pay of an employee shall not be made effective while an employee is absent due to sickness, accident or leave of absence.
- (f) An employee shall be paid at his regular rate of pay if scheduled to work during absence not exceeding five (5) consecutive days for the purpose of bereavement of a member of the employee's immediate family; defined for the purpose here to include the employee's Mother, Father, Sister, Brother, Husband, Wife, Child and three (3) consecutive days for mother-in-law, father-in-law, sister-in-law, brother-in-law and Grandparents. The employee shall provide pertinent information regarding such absence to the Manager prior to scheduled tour of duty.
- (g) When an hourly rated employees is selected as an Acting Supervisor, he shall be paid a premium for each full hour worked at the rate of one dollar and seventy-five cents (\$1.75), over the top rate for his current classification. When three (3) or more Servicemen are working on one job site, one (1) Serviceman will be selected as an acting Supervisor, and he shall be paid a premium of one dollar and seventy-five cents (\$1.75).
- (h) Wherever necessary, employees who cannot attend special training classes on "Company Time" and so are requested by the Company to attend such classes on their own time, after working hours or on their day off, will be paid at their regular hourly rate of pay for all time spent in training.
- (i) Other articles of this Agreement notwithstanding, the company may promote a Serviceman I employee who has a minimum of five (5) years-continuous service with the Company, to the position of Master Serviceman, with rate increase of \$1.00 per hour.
- (j) Employees may take training approved by Tyco Integrated Fire & Security Canada, Inc. Cost of the training will be the responsibility of the employer under the guidelines of the tuition refund policy.

#### **ARTICLE 7 - OVERTIME**

- (a) All time worked in excess of employee's daily scheduled shift shall be paid as overtime.
- (b) Overtime shall be paid at the rate of time and one half (1 1/2) for the first four (4) hours, and double time for subsequent hours worked. Double time shall be paid for all work performed at the Company's request on the employee's scheduled days off.
- (c) Employees who are scheduled to be on call outside of their working hours shall receive standby pay in the amount of nine (9) hours pay per seven (7) day rotation. When an employee is called out to perform work he will receive pay at the overtime rate for that callout. It is understood that all employees in the Serviceman I group will share equally in this scheduling rotation providing that he/she is qualified to do the work.

- (d) The Company agrees to reimburse up to \$17.00 for a meal (with receipt) to an employee who performs four (4) or more hours of overtime work after his/her regularly scheduled shift, unless he/she has received at least sixteen (16) hours notice of overtime prior to commencement of his/her regularly scheduled shift. This clause does not apply to employees covered under the out-of-town provisions.
- (e) Employees called into work in emergencies outside their regular working hours shall receive double (2x) time for such work and shall be guaranteed at least two (2) hours work or pay for same. This paragraph covers the instance where an employee is called into work on his time off and returns to his home immediately following completion of work. The employee shall be paid from the time he leaves his home until he returns home. To be eligible for another guaranteed two hours for a second call, the second call must be received after the employee has returned home and after the original two hour period has elapsed.

#### **ARTICLE 8 - VACATION LEAVE**

Employees who, as of 3/21/2016, were members of the bargaining unit, have completed the required number of years of service shall receive vacation entitlement as follows:

- (a)
 

1 year but less than 3 years	10 days
3 years but less than 10 years	15 days
10 years but less than 20 years	20 days
20 years but less than 26 years	25 days
26 years but less than 27 years	26 days
27 years but less than 28 years	27 days
28 years but less than 29 years	28 days
29 years but less than 30 years	29 days
30 years +	30 days

Employees voluntarily terminating their employment will be paid, in addition to all other money due them, pay for unused vacation credit on a basis proportionate to their length of service.

**Employees entering the bargaining unit after 3/21/2016 who have completed the required number of years of service shall receive vacation entitlement as follows:**

- |                                 |         |
|---------------------------------|---------|
| 1 year but less than 3 years    | 10 days |
| 3 years but less than 10 years  | 15 days |
| 10 years but less than 20 years | 20 days |
| 20 years+                       | 25 days |

- (b) Definition of "continuous service" for purposes of this article shall mean full-time employment for a minimum period of one hundred and ninety (190) days within the twelve (12) month vacation qualifying period.
- (c) The qualifying period for vacation shall be from May 1st to April 30th. The employer shall assign the starting dates for each period of the vacation interval, which will be scheduled to conform to the requirements of the business.
- (d) Vacation in the first year of employment shall conform to Schedule 'C' of this agreement.
- (e) Employees may take their vacations during the summer months of June, July, August and September. It is understood that during these months, not more than two (2) weeks vacation shall be taken consecutively and that only two (2) employees [or three (3) when 16 or more active employees are in this department] may be off on vacation at any one time. An additional employee(s) may be granted vacation simultaneously with the concurrence of the company. Where an employee does not schedule two weeks summer vacation, said employee will have first preference at other times of year.
- (f) An employee taking his vacation outside the summer months may be granted time off for an uninterrupted vacation period, provided that work-load requirements of the business can be reasonably met.

- (g) By mutual consent, special arrangements can be made between the Employer and the Union with respect to the vacation schedule of any employee.
- (h) Employees with the greater Company seniority shall have preference in choice of vacation periods, but this will apply to only one vacation period in each year.
- (i) During the first fifteen (15) days of March of each year, a list showing the vacation allowance which employees will be eligible for in the current year will be posted on appropriate bulletin boards. Any employees who have not indicated a choice of vacation period by March 31st will be construed to have waived whatever right he may have had to choose his vacation period. Prior to May 1st in each year the vacation schedule for all eligible employees will be posted.
- (j) If new or temporary employees are required as vacation relief, they shall be hired to fill the lowest classification.

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

The Company agrees to grant leave without pay to not more than two (2) employees to attend Collective Bargaining providing that seventy-two hours (72) advance notice in writing has been received. A shop Steward may take leave as required provided that the Company agrees that no disruption of Company business takes place because of these absences.

#### **ARTICLE 10 - SENIORITY**

- (a) A new employee shall be considered a probationary employee and shall have no seniority rights or rights to a discharge grievance for the first one hundred eighty (180) calendar days of employment at which time he shall be considered a regular employee and shall be placed on the appropriate seniority list at that time with seniority from the original date of employment. There shall be one seniority list for service and install.

- (b) Company will post all bargaining unit vacancies for five (5) consecutive days.

Employees requesting to move from a higher classification to a lower classification, may apply to do so, however, the final decision will be at the sole discretion of the employer.

Employees on leave may make written application in advance personally or by their designate.

- (c) The following factors shall apply for promotions, demotions, or transfers of employees:

1. Skill and Ability
2. Seniority

When skill and ability are relatively equal, seniority shall govern.

- (d) In all cases of layoff and rehiring, employees shall be laid off and rehired in the order of their Company seniority and shall retain seniority for a period of one (1) year from the date of layoff. Group insurance, medical and other benefits will not apply during layoff. If an employee withdraws his pension contributions during this one (1) year period, he can re-enter the pension plan immediately upon his return.
- (e) Employees subject to recall shall be notified by registered mail, at their last known address, to return to work. Employees must notify the employer of their intention of returning within seven (7) days. Employees not reporting for active duty within fourteen (14) days of such recall notice shall forfeit any existing seniority rights, and will be considered as terminated.
- (f) In the case of an employee transferred to a position outside the jurisdiction of this Agreement being transferred back to a position subject to this Agreement, the seniority accumulated during the time served in the other position shall be added.
- (g) The company agrees that work normally performed by the employees shall not be sub-contracted to outside contractors if the sub-contracting of such work at that time results in the layoff of regular



employees, except however where the situation requires the employment of contractor(s) because of owner, subscriber or subscriber's agents needs. The matter shall then be discussed by the Company and the Union immediately. The intent of this paragraph is not to deny the Company the right to sub-contract work, but to ensure the security of the Company's employees.

- (h) When layoffs are required, the Company shall give immediate notice to the Union with a view to allowing as much time as possible for both parties to this Agreement to discuss the matter and to reach where possible, satisfactory arrangements for retaining the affected employees by the Company, or for placement of affected employees elsewhere through the Union prior to layoff.
- (i) Tyco Integrated Fire & Security Canada, Inc. Non-Bargaining and Supervisory personnel shall not do any work normally done by employees covered by this Agreement except for the purpose of instruction, experimenting, emergency conditions, or when an employee who normally does this work is not readily available.

#### **ARTICLE 11 - GRIEVANCE PROCEDURE**

- (a) 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 procedure set out herein.
  - (b) 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) All grievances arising under this Agreement shall be taken up with the appropriate Shop Steward who shall put the grievance in writing and discuss it with the Manager who shall render his decision in writing by the end of the fourth (4th) work day following. 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 Manager.
  - (d) Failing resolution at this stage the Union Business Manager shall, within the following ten (10) working days, refer the grievance in writing to the appropriate Area Manager who shall respond in writing within a further ten (10) working days. At or during this stage the parties may agree to meet to further discuss the grievance.
- Any grievance settled prior to arbitration shall not set precedent nor prejudice any future matters unless agreed to in writing by the IBEW Business Agent and the Director of Labour Relations.
- (e) Should satisfactory settlement not be reached at this stage either party to this Agreement may submit the grievance to arbitration within ten (10) days. 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.

If they are unable to agree upon such arbitrator within a fourteen (14) working day period, the parties may request the Minister of Labour for the Province of Alberta to appoint such an arbitrator.

The decision of the Arbitrator shall be final and binding upon both parties concerned and the employee(s) concerned. No person may be appointed as an arbitrator who has been involved in any attempt to negotiate or settle the grievance.

- (f) The parties will jointly share the expense of the single 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.
- (g) The Arbitrator shall deal only with the questions referred to him/her, and without limiting the foregoing shall not extend, modify or amend any part of this Agreement.

- (h) In case of grievance for discharge, suspension, or other actions of discipline, such grievance may be settled by the Arbitrator by confirming the Company's decision in discharging, suspending, or disciplining the employee, or by reinstating the employee with full or partial compensation for time lost, or any other arrangement which is just and equitable in the opinion of the Arbitrator.
- (i) All disciplinary letters involving less than suspension shall be maintained for a two (2) year period. The Employer reserves the right to lessen the time period when it deems, if appropriate.

#### **ARTICLE 12 - BENEFITS**

The Company will provide Employees with a group insured benefits program, including short-term disability and Company retirement savings plan, subject to the terms and conditions of applicable plans and policies. Any changes to the group insured benefits program provided to Employees will be made in a manner that is consistent with other similarly-situated employees of the Company.

(The table in Schedule B will be used as a reference.)

The Company will provide no more than eight (8) paid sick days per calendar year, including any days paid under the waiting period for the short-term disability plan. Sick days cannot be carried over from year-to-year and have no cash value. A doctor's note is required in order to substantiate a paid sick day if more than one sick day is used per event, however management may require a note for a one day event when, at its sole discretion, abuse is suspected.

#### **ARTICLE 13 - UNIFORMS - SPECIAL CLOTHING**

- (a) The Company agrees to furnish those employees, who are required to wear a uniform in the performance of their duties, with the required uniforms.

The Company agrees to furnish black Safety Shoes or black Boots to each Serviceman I, Serviceman II, and Installation Helper to a maximum cost of One-Hundred & Seventy-five (\$175.00) Dollars.

Should the cost of basic safety footwear change during the term of this collective agreement, the Company will undertake to increase the basic amount appropriately.

It is understood that employees shall exercise normal care for the uniform equipment and shall be responsible for any damage willfully or negligently caused. Uniform apparel, including Safety Shoes and Boots, will be replaced as required.

Employees shall not wear uniform apparel when off duty, other than when directly en-route to or from work. Upon leaving the company's service, employees shall surrender all items of uniform equipment to the Company.

Employees are expected to wear complete uniform while on duty.

#### **ARTICLE 14 - SPECIAL PROVISIONS**

- (a) The Company will provide bulletin boards for the posting of Union notices and announcements.
- (b) In the event of permanent layoff, each employee with more than five-(5) years of continuous service with the Company so laid off shall receive severance pay at the rate of one-(1) week's pay for each full year of continuous service. Such payment shall be based on the employee's authorized hourly wage rate in effect at the time he is laid off.
- (c) If an employee who has received severance pay is rehired and the period since the date of his layoff is less than the period for which he has received severance pay, the amount paid to the employee in excess of the period of his actual layoff shall be considered as an advance to him by the Company and repayment shall be made through payroll deductions at the rate of 10 percent (10%) of his basic weekly wage until the amount is fully repaid and as a condition of re-employment the employee either before, at or subsequent to the time he returns to the payroll, shall upon Company demand execute any and all documents that may be necessary, desirable or proper to effectuate this provision.

- (d) In the event of an employee, who is laid off, is re-hired within a one-(1) year period, his severance pay rights shall be re-established on the basis of his record of continuous service.
- (e) The company will provide the following towards the purchase of prescription safety glasses for all employees who required them to safely perform their duties. The Company will reimburse upon presentation of the original invoice once every two (2) years.

Effective October 1, 2007	\$130.00
Effective October 1, 2008	\$140.00
Effective October 1, 2009	\$150.00

#### **ARTICLE 15 - TRAVELLING EXPENSES**

- (a) Employees travelling on assignment for the Company, and using their own motor vehicle at the Company's request shall be paid at the Employer policy rate cents per kilometre with a ten (\$10.00) dollar daily minimum. The Shop Steward will be supplied with a list of these employees authorized to use their vehicles to be paid daily at the appropriate rate. This rate per kilometer will change as the rate in the Employer policy changes.
- (b) If through no fault of his own, the automobile of an employee is damaged while being operated on business of the Company for which he is receiving compensation, and he is unable to recover the cost of the necessary repairs from any other source, he shall be entitled to reimbursement up to two hundred and fifty dollars (\$250.00) after ninety (90) days. If the employee thereafter makes recovery from any other source, he shall turn over to the Company all sums so recovered up to the amount of payment made to him by the Company. In no event shall the amount paid by the Company under this item exceed the value of the automobile at the time the damage is sustained.
- (c) Living allowance for work assignments which necessitate the employee stay overnight, accommodation and meals will be paid by the Company upon submission of receipts reflecting reasonable incurred expenses, except that where no meal receipts are presented the employee will receive a daily meal allowance:  
Breakfast - \$14.00, Lunch - \$17.00, Dinner - \$24.00  
**When required by a customer contract, all receipts must be provided.**  
The method of reimbursement above will not be mixed on any given day and will be agreed to prior to the assignment.  
  
An incidental expense of \$5.00 for each overnight stop will be granted from the first day for any employee traveling or away from his/her home. Incidental expenses are intended to cover such items as laundry, gratuities, casual parking etc. An incidental expense is not applicable if an employee commutes daily from his/her home.
- (d) The Company shall not favor nor discriminate against any employee by reason of the use or non-use of his personally owned vehicle in the service of the Company.
- (e) With prior supervisory approval travel time for an authorized driver on an out-of-town assignment shall be 15 minutes for each 20 kilometres, calculated 40 kilometres from the city centre paid at time and one half (1 1/2) unless the travel is during regularly scheduled hours.

Passengers of an authorized vehicle referred to above shall be paid at straight time.

#### **ARTICLE 16 - STRIKES, SLOW DOWNS AND LOCKOUTS**

It is agreed that there will be no stoppage or slowdown of work either by strike, lockout, or other means for the duration of this Agreement.

During the term of this Agreement, or any extension thereof, neither the Union nor its members, agents, representatives, employees or persons acting in concert with them, shall encourage, direct, authorize, condone, participate in, threaten or sanction any strike, including any sympathy strike, stay-in, walk-out or other interference with or interruption of work; and shall not engage in picketing, or handbilling, directed against the Company or its products and/or services.

It is agreed that no part of this Agreement is to be interpreted as requiring members of the Union to cross or work behind a recognized legal picket line.

#### **ARTICLE 17 - LABOUR/MANAGEMENT COMMITTEE**

There will be a committee composed of two (2) members from the Union and two (2) members from the Company who shall meet immediately following the first safety meeting of each quarter (or more frequently as needed) to discuss matters of mutual concern, relating to the Labour/Management Committee.

#### **ARTICLE 18 - MODIFICATION AND TERMINATION**

This Agreement shall become effective March 7, 2022, and shall remain in full force and effect until May 15, 2024, and therefore from year to year unless either party gives to the other party a written notice of termination or modification by registered mail within a period of not more than ninety (90) days, nor less than thirty (30) days or at such time that is mutually agreeable to both parties with a view to agreeing on terms and conditions for the renewal or modification of the Agreement. The terms and conditions of the existing Agreement shall remain in effective until the date of ratification.

#### **ARTICLE 19 - SHIFT DIFFERENTIAL**

Employees assigned to 8:00 A.M. to 4:30 P.M. shall be paid a shift differential for all hours worked outside of 8:00 A.M. to 4:30 P.M. If an employee works the majority of hours outside of 8:00 A.M. to 4:30 P.M. on a workday, the shift differential shall apply to the entire shift.

Effective 3/7/2022      \$2.25

#### **ARTICLE 20 - TRAVEL NOTIFICATION**

All Employees travelling to out-of-town jobs that require an overnight stay shall be advised of such assignments forty-eight (48) hours prior to travel to such jobs whenever possible. Employees on vacation shall not be scheduled for out of town jobs that require an overnight stay until they have returned to work for forty-eight (48) hours whenever possible. Four (4) hours double time will be paid in lieu of such notice.

#### **ARTICLE 21 – SEPARABILITY AND CONTRACT SCOPE**

If the enactment of legislation, or a determination of a court of final jurisdiction (whether in a proceeding between the parties or in one based on a similar statement of fact) invalidates any portion of this Agreement it shall not affect the validity of the rest of this Agreement, which shall remain in full force according to its terms in the same manner and with the same effect as if such invalid portion had not originally been included herein.

This Collective Agreement contains the entire agreement between the parties and no other agreement or practices, either oral or written, shall apply unless placed in writing and signed during the most recent contract negotiations or after.

#### **ARTICLE 22 – ANCILLARY BENEFITS**

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.



**Schedule "A":**

MONTHS  
OF  
SERVICE

SERVICEMAN I

ASSIGNED INSTALLERS

ASSIGNED INSPECTORS

ASSIGNED MAINTENANCE

	<u>Effective 3/7/2022</u>	<u>Effective 5/14/2023</u>
0 - 6 MO.	\$20.25	\$20.81
7 - 12 MO.	\$22.20	\$22.81
13 - 18 MO.	\$24.12	\$24.78
19 - 24 MO.	\$26.04	\$26.76
25 - 30 MO.	\$28.02	\$28.79
31 - 36 MO.	\$29.90	\$30.72
36 MONTHS	\$32.16	\$33.04

MONTHS  
OF  
SERVICE

Installation Helpers

	<u>Effective 3/7/2022</u>	<u>Effective 5/14/2023</u>
0 - 6 MO.	\$16.62	\$17.08
7 - 12 MO.	\$18.56	\$19.07
13 - 18 MO.	\$20.47	\$21.04
19 - 24 MO.	\$22.40	\$23.01
25 - 30 MO.	\$23.86	\$24.51
31 - 36 MO.	\$26.24	\$26.96
36 MONTHS	\$28.00	\$28.77

As this Agreement was ratified on March 7, 2022, an in lieu of retro lump sum payment of \$1000.00 will be made to all active employees (prorated for anyone that entered the bargaining unit since 5/15/2021)



**SCHEDULE "B"** Employees governed by the collective bargaining agreement are entitled to Short Term Disability Benefits for weeks of coverage as follows\* :

<b>New for 1/1/2018</b>		
<b>Years of Service</b>	<b>100%</b>	<b>70%</b>
<1	2	24
1	4	22
2	6	20
3	8	18
4	8	18
5	12	14
6	12	14
7	15	11
8	15	11
9	15	11
10	20	6
11	20	6
12	20	6
13	20	6
14	20	6
15	22	4
16	22	4
17	22	4
18	22	4
19	22	4
20	24	2
21	24	2
22	24	2
23	24	2
24	24	2
25+	26	0

\*subject to the language in Article 12

**SCHEDULE 'C'**  
**VACATION ALLOWANCE**

<u>Month Joining Company</u>	<u>Vacation First Year</u>
May	Ten (10) Days
June	Nine (9) Days
July	Eight (8) Days
August	Eight (8) Days
September	Seven (7) Days
October	Six (6) Days
November	Five (5) Days
December	Four (4) Days
January	Three (3) Days
February	Three (3) Days
March	Two (2) Days
April	One (1) Day

#### Letter of Agreement

The Company and the Union agree to recognize the years worked by the x-Honeywell employees with their former employer as years worked for TycoIS for both company and bargaining unit seniority.

#### Letter of Agreement

The Company and the Union agree to establish a safety Committee whose mandate will be to foster the safety and health of our employees while at work.

#### LETTER OF UNDERSTANDING

If, during the term of the collective agreement dated effective May 14, 2018 (the "Agreement"), the Alberta Government reinstates an individual charge for the Alberta Health Insurance Plan ("AHIP"), the Employer will pay the full cost of the AHIP for all full-time employees and their dependents covered by the Agreement. This Letter of Understanding shall be in effect for the term of the Agreement.

#### Letter of Agreement – Criminal Records Check

The Company and the Union recognize that the nature of the security services business places a high premium on risk management. In that regard, the Union acknowledges that an increasingly large number of the Company's customers require that the Company employees working on customer sites or on other business have annual criminal and credit record checks and correspondingly clean criminal and credit records.

It is the Company's policy that it will seek each employee's consent to a criminal and credit records check to be undertaken annually in order to determine that employee's eligibility to be assigned to customers who require clean criminal and credit records of the Company's personnel. Any employee who does not have a clean criminal and credit record or who does not agree to provide such consent will not be eligible for such assignments. If there are an insufficient number of employees, who have provided their consent for a criminal and credit records check or who have clean criminal and credit records, to enable the Company to service its customers, the Company will retain the right to require employees who have not provided their consent to do so in reverse order of seniority, until the Company's service capability needs are met. Management will inform the union when an employee has opted not to give consent.

March 7, 2022

Mr. Scott Crichton  
IBEW Local 424  
Edmonton, Alberta

Side Letter re: Pay

Dear Mr. Crichton,

At least thirty (30) days after ratification, the Company may change the pay week to Sunday to Saturday, and pay day to bi-weekly on Friday. The Company will provide a one-time advance prior to the transition to those requesting such, which will then be repaid over the next two pay cycles. Further, all wages will be paid via direct deposit and all pay statements and tax forms will be made available electronically.

Sincerely,

Tim Drabek, Director LR, TIF&S

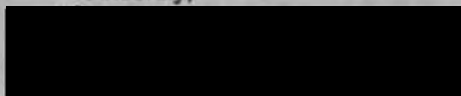
March 7, 2022  
Mr. Scott Crichton  
IBEW Local 424  
Edmonton, Alberta

Side Letter re: Goals

Dear Mr. Crichton,

At the time of the final review each year, management will discuss **individual goals with each employee** for the coming period.

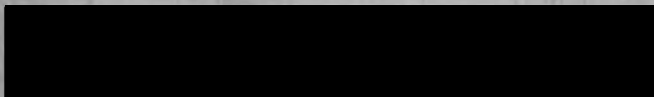
Sincerely,



Tim Drabek, Director LR, TIF&S

SIGNED FOR THE EMPLOYER:

**Tyco Integrated Fire & Security Canada, Inc.**




Tim Drabek, Director - Labour Relations

SIGNED FOR THE UNION:

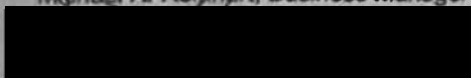
**LOCAL UNION 424 of the INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL WORKERS**

Per:



Michael A. Reinart, Business Manager

Per:



Scott Crichton, Assistant Business Manager

Per:



Fangfang Xiao, Assistant Business Manager

Per:



Mike Carey, IBEW Job Steward

For illustration purposes only

Schedule 8:00am – 4:30pm

- A. If reporting to the office at the beginning of the day – no change, travel to office on employee's own time.
- B. If returning to the office at the end of the day – no change, travel home on employee's own time.
- C. Reporting to a job from home that will take approximately 60 minutes
  - a. Get prior approval from supervisor for 15 minutes of overtime and arrive at 8am, or
  - b. Arrive at customer at 8:15am
- D. Last job of the day is approximately 60 minutes from home
  - a. Get prior approval from supervisor for 15 minutes of overtime and arrive home at 5:30pm, or
  - b. Depart from customer at 4:15pm.