

COLLECTIVE AGREEMENT

BETWEEN

TROY LIFE & FIRE SAFETY LTD.

Hereinafter called "The Company" of the first part

AND

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

Hereinafter called "The Union" of the second part

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PREAMBLE

The Negotiating Committee for the Parties have reached agreement on all terms and conditions for the renewal of the Collective Agreement between them.

Accordingly, subject to ratification by the Bargaining Unit, the Collective Agreement will be renewed in accordance with and subject to the following.

1. The Collective Agreement, which was in force until March 4, 2009, shall be renewed on its existing terms and conditions, except to the extent of the changes specifically, agreed to by the Parties in their negotiations.
2. All the changes agreed to by the Parties are detailed in the various provisions, which are appended to this Memorandum of Agreement.
3. Following ratification, a new Collective Agreement will be prepared by the Union.
4. The Parties agree that they will cooperate in editing the final drafts of the new Agreement, correcting errors and renumbering or rearranging the Articles, as required to accommodate the changes which were agreed to.

ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01 The purpose of the agreement is to provide an orderly collective bargaining relationship between the Company and the Union with respect to the bargaining unit as defined herein, to secure and promote the prompt disposition of grievances and the efficient operation of the Company business. The agreement shall be regarded as a complete and full statement of the relationship between the Company and the Union. No amendment, qualification, change, interpretation or alteration shall be effective unless it is made in writing and signed by duly authorized representatives of the parties who have executed this agreement.
- 1.02 The parties expressly agree that the operation of Section 66(2) of the Industrial Relations Act of British Columbia is specifically excluded.
- 1.03 The parties expressly agree that all regulations, limitations, and responsibilities as imposed by the Workers' Compensation Act of British Columbia shall apply and be in full force and effect.
- 1.04 There shall be no discrimination, interference, restraint or coercion by the Company or the Union or by either of their agents against any employee because of his membership, non-membership or activity in any labour, fraternal or religious organization, except where such membership can be justifiably shown to prejudice the business of the Company with such charge to be subject to the grievance procedure. The Company and the Union agree not to discriminate against a person due to his race, creed, colour, sex or national origin.
- 1.05 With due regard to the seniority provisions of this agreement, the Company will give technologically displaced employees preferential consideration to be trained in new skills for other jobs that may be required of employees in the bargaining unit provided such employees have the requisite qualifications and experience for such training.

ARTICLE 2 - DURATION OF AGREEMENT

- 2.01 This agreement shall become effective on the 5th day of March, 2011 and shall remain in effect for the full twenty-four (24) calendar months and shall be renewed automatically from year to year thereafter unless either party gives notice of amendment requirements desired after normal expiry date March 4, 2013, such notice to be given in writing prior to sixty days before such normal expiry date or prior to sixty days before any yearly expiry date thereafter.
- 2.02 The parties to this agreement will continue to apply Parts 3, 4, 5 and 7 of the Employment Standards Act of British Columbia as it was administered prior to December 1, 1983.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union recognizes that it is the function of management to manage the affairs of the business and to direct the working forces of the Company.
- 3.02 Such management functions shall include but not be limited to:
1. To determine work assignments, work schedules, location of work assignments and the method for carrying out such assignments.

2. To maintain discipline of employees, including the right to make rules and regulations concerning the conduct of the business and the activities of its employees during working hours or any periods of time when they are representing the Company.
3. To discharge, suspend, discipline or demote employees for just cause and also to hire and promote as provided for in the terms of this agreement. Employees may be assigned to shifts after the establishment of shift work guidelines as provided for in Article 7.02 of the collective bargaining agreement.

3.03 Neither the Union nor any employee shall take part in, call, sanction or approve any strike, work stoppage or slowdown during the term of this agreement. There shall be no lockouts by the employer during the term of this agreement.

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

3.05 (a) As the Company may have warranty obligations or maintenance contracts in existence over which they now have no control, it is therefore recognized that by showing the pertinent documentation to the Assistant Business Manager of the Union, the employer shall then be granted the right to perform the emergency requirements of such contract.

(b) In the event a technician is unable to perform a requested emergency assignment, management has the right to perform service and/or trouble call or verification work and, at its discretion, assign a qualified Edwards technician to perform the requested assignment.

3.06 (a) No employee shall be disciplined without the presence of a Shop Steward (or designate) unless the employee requests that no steward be present. If a Shop Steward is not immediately available then the meeting will be scheduled for a time when one is available. In the case of remote locations the steward will be advised by telephone.

(b) All discipline, including verbal warnings, will be noted by giving written notice to the employee and the Shop Steward.

(c) The employer will arrange a meeting with the employee as soon as practical, upon learning of the offense. Any suspensions that arise from discipline will be scheduled immediately, or at a time that is mutually acceptable, unless the employee's work schedule requires that the suspension be scheduled by the Company at another time.

3.07 **Personnel File**

(a) Each employee, upon reasonable notice to the employer, will be entitled to review his personnel file, in the presence of his supervisor.

(b) The Employer will remove all discipline imposed on an employee from their personnel file after a two (2) year period.

Good customer reviews and thank you notes will be posted in the office for one week and a copy will be kept in the employee's file for two years.

ARTICLE 4 - UNION RECOGNITION

4.01 The Company recognizes "the Union" as the sole and exclusive bargaining agent for the service technicians engaged solely in the functions as described in Article 5 of the Agreement at or from the dispatching office of the said Company, save and except supervisors, dispatchers, clerical employees or others not engaged in the work described in Article 5.

4.02 Where a technician requests the supervisory or advisory assistance of staff whose normal function is not covered by the terms of this collective bargaining Agreement, such assistance will be provided on the job site. On installation of complex special systems, where the work is beyond the normal technical requirements of the technician, advisory or supervisory staff whose normal work is not covered by the terms of this collective bargaining Agreement, may be sent to advise the technician on the method of completing such installation, but only after the steward or other Union official is advised.

Performance of work covered in Article 5 of this Agreement shall be done by such salaried staff only in cases of emergency or bonafide training of bargaining unit personnel and such work shall not be done without the knowledge of and/or notice to the Union.

4.03 (a) This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event the entire operation or any part thereof is sold, leased, transferred, or taken over by sale, transfer, lease assignment, receivership or bankruptcy proceedings, or another limited company is set up to perform any of the functions previously performed by the Employer covered herein, that portion of the operation which is covered by this Agreement shall continue to be subject to the terms and conditions of this Agreement for the life hereof.

(b) It is understood by this Section that the parties hereto shall not use any leasing device to a third party to evade this Contract; nor shall the Employer use owner operators of any description to contract or subcontract, or in any other way to perform work done by employees covered by this Agreement, other than members in good standing of the International Brotherhood of Electrical Workers; nor shall the Employer require as a condition of continued employment that an employee purchase any truck or vehicle equipment or that any employee purchase or assume any proprietary interest or other obligation in the business.

(c) If at any time the Employer intends to sell, transfer or lease the entire operation or any part thereof, he shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee of that part of the operation which is covered by this Agreement. Such notice shall be in writing with a copy to the Union, not later than the effective date of sale.

(d) Troy Sprinkler Limited (Edwards) operating in and from the Cities of Victoria, Nanaimo and Kelowna, in the Province of British Columbia shall not carry on any business activities which fall under the work jurisdiction definition contained in Article 5 of this Collective Bargaining Agreement for the duration of said Agreement or any extensions or renegotiations of said Agreement.

ARTICLE 5 - WORK JURISDICTION

5.01 The employer understands that the Local Union's jurisdiction - both trade and territorial - is not a subject for negotiations but rather is determined solely within the I.B.E.W. by the

International President and, therefore, agrees to recognize and be bound by such determinations.

ARTICLE 6 - UNION SECURITY AND CHECK-OFF

6.01 It shall be a condition of employment that all eligible employees will become and remain members in good standing of the Union. New or rehired employees will become members of the respective Union following completion of the probationary period of 90 working days.

6.02 (a) The Employer shall, as a condition of employment of any employees covered by this Agreement, deduct from such employee, regular monthly union dues as provided herein.

Such deductions will become effective on the first day of employment with the Company.

(b) All new and recalled employees will be required to sign an assignment of wages which authorizes the deduction of the Union dues as provided herein, before commencing work with the Employer

6.03 The Company agrees that it will deduct from the earnings of each member of the bargaining unit who is issued a regular pay on the normal pay day of the first full week in any month, union dues, fees or assessments in a specific amount certified by the respective union to the company. Such deductions shall be remitted within 15 days to the designated officer of the respective union and shall be accompanied by a list of all current union members indicating the amount of deduction for each. The Company shall not deduct any additional dues, fees or assessments without the specific written direction and authorization of the Union and each individual member of the unit.

6.04 The Union recognizes and agrees that the Employer's obligation to deduct such dues and assessments is expressly restricted to making only such deductions as are permitted by law and by the valid authorization of each employee.

6.05 The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities that shall arise out of, or by reason of any action taken or not taken by the Employer for the purposes of complying with any of the provisions of this Check-Off article, except that such indemnification would not apply where the fault lies with the Employer.

6.06 The Union agrees that should any employee revoke his assignment, the Employer must forthwith cease to make such deductions, and that any further action to be taken by the Employer in consequence of such revocation shall be taken only upon the written instructions of the Union.

The Employer will provide the Union with a copy of any revocation of an assignment of wages, which it receives from an employee.

ARTICLE 7 - HOURS OF WORK

7.01 The normal workweek for a bargaining unit employee shall be 37 1/2 working hours consisting of five (5) consecutive daily shifts of 7 1/2 working hours each, commencing Monday.

- 7.02 In the event that it becomes necessary in the course of operating the business to institute periods of three or more consecutive second or third shifts, such shifts shall be governed by terms and conditions to be negotiated by the Company and the Union.
- 7.03 The normal work shift shall commence at the office of the Company or any job site location that is the same traveling time as the office is from the employee's residence.
- 7.04 The hours of operation for the normal 7 1/2 working day shift shall be 8:00 A.M. to 4:00 P.M. with one-half (1/2) hour unpaid lunch.
- Evening or night shift hours of operation shall consist of seven and one-half (7 1/2) working hours in an eight (8) hour period with one-half (1/2) hour unpaid lunch.
- 7.05 In the event that it becomes necessary to work an alternate work schedule, the following will apply:
- Day Shift 6:00 a.m. - 8:00 p.m.
4 shifts totaling 37.5 hours weekly
5 working days notice
Monday - Thursday or Tuesday - Friday
- Second Shift 4:00 p.m. - 12:00 p.m.
Voluntary basis
30 hours work week for 37.5 hours pay
Monday - Thursday
Tuesday - Friday
5 working days notice
- If shift is cancelled, banked overtime will be used in lieu of the day off.
 - Rotation will be 2 times per year, unless voluntary.
 - If a technician refused the shift, then the day shift will be mandatory to the junior qualified technician. All qualified technicians rotate through the mandatory list.
- 7.06 The Company will expect each employee, if required, to be available to work scheduled overtime. Notice of such overtime will be given as far in advance as is practical and overtime shall be equitably distributed among those normally performing the work. Whenever possible, 48 hours notice will be given for scheduled overtime.

ARTICLE 8 – OVERTIME

- 8.01 The Company will pay an employee two times his regular straight time rate for all hours he is required to work over his normal work shift as defined in this collective bargaining agreement.
- 8.02 Any employee called out to work overtime beyond his normal work week where such overtime falls on a Saturday or Sunday shall be paid at the rate of two times his regular straight time hourly rate for all such time worked.
- 8.03 Any employee who is called out, outside of his normally scheduled work hours and after he has left the company premises or a designated work site shall be deemed to be on call out. When employees are called out they shall be paid a minimum of two (2) hours pay at the applicable overtime rate.
- 8.04 (a) An employee required to work more than two (2) consecutive hours above his normal shift shall receive a thirty (30) minute paid meal break and every four (4)

hours thereafter. In addition, he shall be entitled to a twenty dollar (\$20) meal allowance, receipts to be submitted.

- (b) Where an employee is required to work for four (4) or more hours on a Saturday, Sunday or Statutory Holiday, he is entitled to a paid (straight time) ½ hour meal break and every four (4) hours thereafter.
- (c) The paid meal break allowance does not apply to call out unless the call out work exceeds four (4) hours.

8.05 Employees may, subject to the following, elect to receive time off in lieu of pay for overtime worked provided that:

- (a) employees desiring to schedule time off shall make application to the Company not less than two (2) weeks in advance of the period requested.
- (b) any employee having vacation entitlement will receive preference over an employee requesting the use of accumulated hours for time off.
- (c) in any calendar year, the maximum hours that an employee may accumulate for time off shall not exceed thirty seven and one-half (37½).
- (d) effective January 1, 1980, the maximum hours that any employee may accumulate for time off shall not exceed fifty-two (52).
- (e) overtime hours worked at a rate of more than double time (2X) will not apply to this article.
- (f) accumulated hours, up to a maximum of 37½ hours may be carried from one calendar year to the next calendar year.
- (g) Employees may apply to take multiple weeks of banked time off provided the 25% rule per article 11:03 is not exceeded.
- (h) All overtime, whether for pay or banked time, must be submitted within two (2) weeks of working the overtime.

8.06 **Standby**

- (a) standby duties will be shared equally amongst all qualified technicians.
- (b) employees will rotate weekly on standby and be permitted to mutually agree to exchange rotation on shift provided that standby coverage is maintained and there is no additional cost to the employer.
- (c) standby will be provided from 16:00 hours to 08:00 hours the following day. The shift will be effective from Monday at 16:00 hours through to the following Monday at 08:00 hours. When a holiday falls on the Monday, the shift will be extended to include Monday as well and shift will end at 08:00 hours Tuesday.
- (d) technicians will be available for callout at their residence or carry a pager with them during hours of standby.
- (e) the scope of work performed while on standby is to respond to calls from customers that require immediate response. Technicians will be expected to complete repairs unless circumstances prevent completion.

- (f) hours worked will be calculated from the time of departure from the technician's residence to the time of return to the technician's residence.
- (g) technicians will receive a minimum of two (2) hours pay at the applicable overtime rate for each time the technician is required to leave home.
- (h) standby pay for Monday through Friday is twenty-five dollars (\$25.00) per day and Saturday, Sunday and statutory Holidays is sixty dollars (\$60.00) per day.
- (i) The standby schedule will be posted by January 15th of each year.
- (j) The company is to develop a process detailing the procedure if an employee is sick.

8.07 Any employee who has worked more than two (2) consecutive eight (8) hour shifts is entitled to a total of eight (8) hours break away from work.

ARTICLE 9 - LIVING OUT ALLOWANCE AND TRAVEL EXPENSES

- 9.01 Employees shall be expected to travel in the normal course of their job. Wherever possible and practical, work schedules will be established and available on the Friday preceding the normal workweek. Travel to meet emergency requirements will only be utilized without notice where absolutely necessary. All scheduled work requiring travel will be equitably distributed among those capable of performing the work and will be fitted within the scheduling concept outlined above unless it can be shown that scheduled work must be performed with less notice due to customer demands unknown at the time of the fixing of the week by schedule. In no event will scheduled work requiring travel be required with less than 48 hours notice to the employee.
- 9.02 Traveling expenses of a normal nature and amount shall be paid by the Company where such expenses have been authorized by the Company. This shall include accommodation as required in Holiday Inn or similar caliber hotels, meals of a nature similar to what the employee would eat if at his home and transportation costs as directed by the supervisor or as necessary to perform the job.
- 9.03 If an employee is called out after a normal working day, or a normal working week, he shall be paid at the appropriate premium rate provided that, if sleeping accommodation is provided by the Company, he shall not be paid for traveling time between the hours of 10:30 p.m. and 8:00 a.m.
- 9.04 Travel time under the call out provision of this contract shall be deemed to be paid time from the time of departure of the employee from his home until his return to his home with whatever documentation the Company deems necessary to support the time worked claim to be supplied by the employee.
- 9.05 Where supplied for specific job assignments, company vehicles will be driven from company premises and returned at the end of a work shift or at such time as designated by the Company.
- 9.06 The Company will insure adequate financial or credit availability for such traveling employees to insure the meeting of expense requirements.
- 9.07 Out of town travel time, outside the normal hours of work, will be paid at time and one half for the first three (3) hours and double time for travel time in excess of three (3)

hours. Travel time to attend courses will be at straight time. The company will provide factory training (or equivalent) to 2 (two) technicians per year.

- 9:08 If an employee traveling on overnight company business stays at a private residence with friends or relatives, in lieu of accommodation, the company will reimburse up to a maximum of seventy-five (\$75.00) for meal expense per day. Receipts to be submitted for an expense claim.

ARTICLE 10 - PAID HOLIDAYS

- 10.01 The following will be observed as paid holidays by all employees in the bargaining unit, as per 10.02:

New Years' Day
Good Friday
Easter Monday
Victoria Day
Canada Day
Labour Day
Thanksgiving Day
Remembrance Day
British Columbia Day
Friday before British Columbia Day
Christmas Day
Boxing Day

Employees may elect to alternate the Friday before British Columbia Day for another day at Christmas; such selection will be determined in conjunction with the annual vacation selection.

- 10.02 Each employee shall receive 7 1/2 hours pay at straight time rates for any of the days designated in 10.01 providing and as restricted by 10.04.
- 10.03 An employee required to work on any of the holidays outlined in 10.01 shall be paid at the rate of two times his regular straight time hourly rate in addition to his holiday pay.
- 10.04 In order to qualify for payment of the designated holidays, the employee must have worked the scheduled shifts preceding and following the holiday. Exceptions to this being absence due to vacation, bereavement leave, jury duty, sickness, accident or absences specifically authorized by the Company (excluding leaves of absence) and lay off due to lack of work within five (5) days of the holiday.
- 10.05 If a holiday falls on a weekend, the lieu day or days, will be the days observed by the construction industry in the Province of British Columbia.

ARTICLE 11 - VACATION ENTITLEMENT

- 11.01 (a) Each employee with seniority standing of twelve (12) months as of January 1st shall receive vacation time off according to the schedule below with pay calculated at the straight time hourly rate as of May 31st of that year or 2% of gross earnings whichever is greater (2% of gross per week of entitlement). On obtaining 30 years of service, the employee will receive \$500.00 on the 30th year only.

- (b) Each employee with seniority of less than twelve (12) months as of January 1st, shall receive vacation pay of four percent (4%) of gross earnings or vacation of one day for each full month of service to a maximum of ten (10) days.

Seniority	Vacation Entitlement
1 year	10 days
2 years	12 days
3 years	13 days
4 years	14 days
5 years	15 days
6 years	15 days
7 years	16 days
8 years	16 days
9 years	17 days
10 years	17 days
11 years	18 days
12 years	18 days
13 years	19 days
14 years	19 days
15 years	20 days
16 years	21 days
17 years	22 days
18 years	23 days
19 years	24 days
20 years and above	25 days

The company will provide each employee with a monthly summary of vacation time.

11.02

- (a) The dates upon which earned vacation may be taken will be decided following the consideration of requested vacation times from all the technicians to determine if any of the times requested are not acceptable based on good and justifiable business requirements. In the event that more than one technician requests similar vacation dates and the Company is unable, for good and justifiable business requirements, to grant such coincidental vacation absences, the most senior employee in the unit shall have the first selection of such period as is available.

- (b) The company will post the vacation schedule January 2nd each year. Employees will make their selection by February 1st for their first 2 weeks of entitlement.

The company will post the final list by March 1st.

March 2nd, employees will make their vacation selection for the remaining vacation entitlement.

In the event of a conflict, seniority will prevail in accordance with the classifications listed below.

The final calendar will be posted by April 1st. All other requests will be on an ad-hoc basis. The April vacation selection does not override the February selection.

No more than 25% per classification will be allowed off simultaneously.

For vacation scheduling purposes only, the classifications will be:

PMT
PMT II
CET

Any changes in vacation selection after April 1st will be with approval of the company.

11.03 **Reduced Vacation Entitlement**

Vacation pay will be reduced on a pro-rated basis if an employee is absent for more than a total of fifteen (15) days in the vacation year due to the temporary layoff and leave of absence during the vacation year. An employee who is absent on an unapproved weekly indemnity claim will have their vacation entitlement pro-rated, based on the time missed.

ARTICLE 12 - LEAVE OF ABSENCE

12.01 All requests for a leave of absence shall be presented, in writing, to the employee's supervisor 30 days prior to the requested date of absence except in those cases where a leave of absence is required due to circumstances, which could not reasonably have been known 30 days prior to the expected absence. The decision as to the granting of such leave shall be in keeping with the requirements of the business.

12.02 Any leave of absence granted shall be for a maximum of 30 days with extensions to such leave to be solely at the discretion of management.

12.03 Failure to return from a leave of absence at the time agreed upon and set down in writing will result in immediate dismissal, except where it can be proven to the satisfaction of management that such timely return was not possible.

12.04 A request for leave of absence to attend to union business by an executive of the Local shall not be unreasonably withheld if; there are no other bargaining unit employees on inactive status, if such leave does not exceed 30 days, and if the requirements of the business will allow such leave.

12.05 In the event of a death in the employee's immediate family, as defined below, the employee will be granted a bereavement leave of up to three days at his regular straight time hourly pay. The decision as to the length of such leave will rest with his supervisor and in no case will pay be extended for days or hours not normally worked or for a bereavement situation wherein the employee cannot or does not attend the funeral.

Immediate family for the purpose of this clause shall be deemed to include only: mother, father, legal spouse, legal children, brother, sister, mother-in-law, father-in-law and grandparents.

If the funeral is outside of the Province, the employee will be granted five (5) days. Four (4) days with pay at his straight time hourly rate and the fifth (5th) day with no pay.

12.06 **Jury Duty and Court Leave**

Leave of absence with pay will be granted to an employee for jury duty or to appear in Court in the interests of the Employer. In addition, a leave of absence with pay will be

granted to an employee for a maximum of 3 days, when the employee is subpoenaed to Court to serve as a witness. Any compensation received from the Court for this service will be turned over to the Employer.

12.07 **Maternity and Parental Leave**

Maternity and Parental Leave will be granted in accordance with the British Columbia Employment Standards Act.

ARTICLE 13 - MISCELLANEOUS

13.01 The Company will make available as necessary for any individual work assignment, a multi-meter or smoke detector calibrator or any other piece of test equipment which is not considered as part of the hand tool kit as listed below which each employee will provide and equip to perform all normal work, including hard hats.

The Company will reimburse employees for the cost of replacement of the following list of tools upon proof satisfactory to the Company that they were worn out, broken on the job through normal use, or stolen.

If Company property is lost, stolen or damaged; the employer and the Union agree to meet, on a case-by-case basis, to ascertain liability.

Hand Tool Kit List

Brand names are shown only to indicate type and quality and are not specific brand requirements.

- 1 - set of allen key driver Xcelite 99PS-40
- 1 - Slip joint pliers 6" Xcelite 76C
- 1 - Diagonal cutter 4" Xcelite 74C6
- 1 - Side cutting pliers 8" Xcelite C606
- 1 - Long nose pliers 4" Xcelite 41C6
- 1 - Set Robertson screw-drivers for socket 0-1-2-3
- 1 - Set Stubby Robertson for socket 1-2
- 1 - Set of screwdrivers for slotted screws blade 1/8", 3/16"
- 1 - Stubby screw-drivers for slotted screws blade 1/4"
- 1 - Knife Xcelite K22
- 1 - Fuse puller for 1/4" to 1/2" diam.
- 1 - Burnisher
- 1 - Set of Philips screwdrivers for sockets 1-2

13.02 When requested by the Union, the Company will supply a computer payroll summary showing hours worked; gross pay, deductions and net pay for those members of the bargaining unit.

13.03 In accordance with the Bylaws of Local 213, and the Constitution of the I.B.E.W., a shop steward will be appointed to represent the Unit.

13.04 (1) Where an employer introduces or intends to introduce, a technological change, that (a) affects the terms and conditions, or security of employment of any number of employees to whom a collective agreement applies; and/or (b) alters significantly the basis upon which a collective agreement was negotiated, either party may refer the matter to an arbitration board under the collective agreement, or pursuant to Part VI of the Labour Code of British Columbia Act.

(2) The arbitration board shall decide whether or not the employer has introduced or intends to introduce, a technological change, and upon deciding that, the employer has or intends to introduce a technological change, the arbitration board (a) shall forthwith inform the Minister of its finding; and (b) may, then or later, make any one or more of the following orders:

- i) that the change be made in accordance with the terms of the collective agreement unless the change alters significantly the basis upon which the collective agreement was negotiated.
- ii) that the employer will not proceed with the technological change for such period, not exceeding ninety days, as the arbitration board considers appropriate;
- iii) that the employer reinstate any employee displaced by reason of the technological change;
- iv) that the employer pay to that employee such compensation in respect of his displacement as the arbitration board considers reasonable.

An order made under this section is binding on all persons bound by the Collective Agreement.

13.05

Coveralls

The Company agrees to clean the Company supplied coveralls.

13.06

Footwear

The Employer will provide an annual allowance of \$150.00 for the purchase of safety footwear. The employee may carry over the footwear allowance to the following year to a maximum of \$250.00. Receipts are to be submitted.

13.07

Savings and Stock Ownership Plan

Effective February 6, 2006, the member basic contribution will be as follows:

- 2% employee contribution = 2% employer contribution.
- 3% employee contribution = 3% employer contribution.
- 4% employee contribution = 4% employer contribution.
- 5% employee contribution = 4.5% employer contribution
- 6% employee contribution = 5% employer contribution.

If the formula changes for the corporate plan, the formula will also be changed for the members of IBEW Local 213.

ARTICLE 14 - GRIEVANCE PROCEDURE

- 14.01 (1) Termination, temporary layoff or disciplining of an employee during the probationary period of 90 working days shall not be subject to challenge by the Union or the employee under the terms of this collective agreement and the grievance procedure will not be applicable in such terminations.
- (2) Any complaint or grievance, which is not commenced or processed through the next stage in the grievance procedure within the time specified herein, may be extended by mutual agreement of the parties.
- (3) The parties agree that all parties to this Agreement have a right to file a grievance under this Section in accordance with the procedure described below.
- 14.02 An employee who has a complaint relating to the interpretation, application, administration or alleged violation of this Agreement shall discuss his complaint with his shop steward within three (3) working days of the incident giving rise to the complaint or within three (3) days of the pay procedure covering the period of the original incident.
- 14.03 If no satisfactory solution is found under 14.02, then the steward may discuss the grievance with the appropriate department head within four (4) days of the original incident or the pay procedure covering the period of the original incident. The appropriate department head shall give his answer to the steward regarding the Company's position on the grievance within twenty-four (24) hours of the discussion with the steward.
- 14.04 If a satisfactory solution to the grievance is not obtained through the procedure outlined in 14.03, the steward will refer such grievance to the Assistant Business Manager of the Union within two (2) days of the answer of the appropriate department head. The Assistant Business Manager will take the grievance up with the Industrial Relations Manager or his designate within three (3) days of the answer of the appropriate department head to the shop steward. The Industrial Relations Official will meet with the Assistant Business Manager within two (2) days and will provide an answer to the grievance at such meeting.
- 14.05 If the grievance is not settled under 14.04 above, then the Assistant Business Manager will notify the Company within two (2) working days that he has filed for arbitration.
- 14.06 An arbitrator shall be chosen in the following manner:
- Each party shall request that the Honourable Minister of Labour submit a list of names of impartial arbitrators who could be available to hear the case - such list to contain an odd number of names, preferably seven, but in no event less than three - within three (3) days of the receipt of such listing the representatives of the two parties shall alternatively strike names until a single arbitrator is left unvoided to hear the case. In the first such case, the initial party to strike a name shall be decided by fair means and the responsibility of first striking a name shall alternate between the parties on each subsequent case.
- 14.07 The decision of the arbitrator shall be final and binding on both parties. Each party shall pay the fees and expenses of its representatives, and one-half the fees and expenses of the arbitrator.

ARTICLE 15 - SENIORITY

- 15.01 Each employee who has completed 90 working days of active employment and whose work falls within the specified area of bargaining unit work shall have seniority standing in the bargaining unit.
- 15.02 The appointment or selection of employees for supervisory positions or for any positions not subject to the provisions of this Agreement are not governed by this Agreement.

ARTICLE 16 - LOSS OF SENIORITY

- 16.01 An employee shall lose his seniority standing and his name shall be removed from all seniority lists for any one of the following reasons:
1. If he voluntarily quits [seniority to be reinstated if employee rehired by Company within five (5) days]
 2. If the employee is discharged and is not reinstated.
 3. If the employee is on lay off status and fails to answer a notice of recall (such notice to be attempted by phone and failing this, must be made by registered letter accepted by someone at the last known address of the employee) within five (5) days or if the employee replies positively to the recall notice and fails to return to work within two (2) working days of the original recall notice, he shall lose his seniority standing and be considered terminated.
 4. Absence without proper notification to the Company for a period of three (3) days, unless there is a reason acceptable to the Company.
 5. Failure to return from an approved leave of absence (as outlined in Article 12.03) at the time designated.
 6. An employee who accepts a position with the Company that is excluded from the provisions of this agreement shall maintain their seniority for a period of one (1) year.
- 16.02 The Company shall provide and maintain a current seniority list. The initial list will be submitted to the Union at the time this labour agreement is ratified and at any time that there are additions, deletions, or modifications thereafter.

ARTICLE 17 - LAYOFF

- 17.01 Where it becomes necessary in the opinion of Management to reduce the working force, the following procedure will be observed:
1. Probationary employees shall be terminated before bargaining unit employees are affected.
 2. Layoffs will be by classification, recognizing that PMTs will be laid off first by seniority and then PMT IIs by seniority, followed by CETs. CETs will not be reduced to a lower level.
- 17.02 If an employee is unable to displace any employee in the Unit, he will receive notice of layoff and at the designated time, will become an inactive employee on layoff.
- 17.03 Seniority shall be maintained and accumulated during an absence due to layoff for a period equaling the employee's seniority, at the time of layoff, but in any event, not to exceed twelve (12) months.

17.04 The Company will provide a minimum notice of 48 hours prior to layoff provided the employee has seniority in the bargaining unit. Notice for layoffs for greater than thirteen (13) weeks will be in accordance with the Employment Standards Act of B.C.

This minimum notice of 48 hours will not apply to layoffs as a result of factors beyond the control of the Company.

If an employee is to be force reduced and must bump into another geographical location, that employee may elect to be laid off.

17.05 In the event that an employee with twenty (20) or more years of service is laid off due to technological change, the employee will be entitled to one (1) week of pay for each year of service.

ARTICLE 18 - RECALL

18.01 When it is found necessary to increase the work force and there are bargaining unit employees on layoff status, the following procedure will be used:

1. The employee with the greatest unit wide seniority, from the specific location who is at the time on layoff status shall be considered for the vacancy if he previously held the position or a higher level position.
2. In the event that it is necessary to increase a classification for not more than 15 working days and there are bargaining unit employees on layoff, the Company will not be required to utilize written notice of recall, but rather will contact, or attempt to contact, in order of unit wide seniority, those employees qualified for the temporary recall until an employee so contacted agrees to accept the temporary recall.
3. In the event the company cannot secure resources using Step 2, the employee initially laid off from the classification, must return to work with 48 hours.

ARTICLE 19 - JOB POSTING

19.01 In the event that additional classifications are instituted during the life of this contract, all vacancies for positions in the bargaining unit as shown in the job classification schedule which must be filled for 30 calendar days or longer shall be posted for five (5) working days on a posting board in the service department and employees who qualify as described below may apply for such postings. In all cases, the Company will be responsible for insuring that all employees have had an opportunity to be aware of such posting.

19.02 The selection among eligible candidates signing the posting shall be in accordance with 19.03 and, if applicable, the examination requirements for Qualified Technician where this applies and where all other factors are equal, the most senior candidate will be chosen.

19.03 In recognition of the responsibility of management for the efficient operation of the service department, it is understood that in all such cases management has the right to pass over any employee if he does not have the ability or physical fitness to perform the work involved.

ARTICLE 20 - WAGES

- 20.01 The rates of pay, for all jobs in the bargaining unit, as covered by this Agreement are listed in Appendix A.
- 20.02 An employee injured in a bonafide industrial accident shall be paid for the time lost on the day he was injured with such pay to be made at his straight time rate.
- 20.03 The Company will also pay the cost or supply transportation to and from treatment for an injury as defined in 20.02.
- 20.04 Employees to be paid by means of bank deposit as arranged by the Company with a pay advice sent at time of deposit every second Friday.

ARTICLE 21 - OBLIGATIONS

21.01 In the event that a condition or provision of this Agreement is found to be or becomes contrary to existing or new federal or provincial legislation, such illegal condition or provision shall not invalidate the remainder of this collective bargaining agreement or cause renegotiation on any remaining part of this collective bargaining agreement.

In the event that any provision of this agreement is rendered void by the effect of legislation, the parties agree that they shall negotiate a new provision to be substituted for the void provision.

In witness whereof the parties hereto have hereunto affixed their hands and seal, at Vancouver, British Columbia, this ____ day of _____, 2011.

PARTY OF THE FIRST PART:

Nell Jeffrey _____
VP – Human Resources

PARTY OF THE SECOND PART:

Mike Flynn _____
Business Manager

Scott Ashton _____
Assistant Business Manager

APPENDIX "A"

This Appendix is an integral part of the collective agreement entered into by Troy Life & Fire Safety Ltd. and Local 213 of the International Brotherhood of Electrical Workers which collective agreement was executed by the parties on the _____ day of _____ 2011.

March 5, 2011 March 5, 2012

Certified Technician	\$32.39	\$33.04
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Apprentices:

- 1st 6 months - 60% of Tech. Rate
- 2nd 6 months - 65% of Tech. Rate
- 3rd 6 months - 70% of Tech. Rate
- 4th 6 months - 75% of Tech. Rate
- 5th 6 months - 80% of Tech. Rate
- 6th 6 months - 85% of Tech. Rate
- 7th 6 months - 90% of Tech. Rate
- 8th 6 months - 95% of Tech. Rate

Group Leader Premium 5%

Examination Level

9th 6 months - 100% of Tech. Rate

NOTE: The CET Exam will be based on only the products the Technician has been trained on.

When a CET takes training and is unsuccessful the CET will return to a 95% level until such training is successfully completed.

APPENDIX "B"

This appendix is an integral part of the collective agreement entered into between Troy Life & Fire Safety Ltd. and Local 213 of the International Brotherhood of Electrical Workers, which collective agreement was executed by the parties on the _____ day of _____ 2011.

Upon successful completion of a collective bargaining agreement, the Company will provide to each employee after 45 working days of employment, the following coverage:

British Columbia Medical

Employer will pay full cost of medical coverage directly to the Plan carrier.

Life Insurance and Accidental Death and Dismemberment

Qualified employees will be provided with the term life insurance coverage in an amount equal to their annual regular straight time hourly earnings rounded to the next higher multiple of \$1,000. The Company shall also provide A.D. & D. coverage in an amount equal to the employee's annual regular straight time hourly earnings. The premium cost of both benefits to be borne by the Company. This amount will be two (2) times the employee's annual regular straight time hourly earnings rounded to the next higher multiple of \$1,000.

Weekly Indemnity

Qualified employees shall be eligible for weekly indemnity coverage of an amount equal to 2/3 of their straight time gross weekly wage. Coverage will commence on the first day of accident or hospitalization or on the sixth day of illness. Coverage shall be available up to twenty-six (26) weeks. The premium cost will be borne by the Company. An employee who applies for weekly indemnity coverage and does not qualify for weekly indemnity and continues to remain off work shall be deemed absent from work without proper notification.

Long Term Disability

The Employer will administer the plan. Long Term Disability shall be 60% of the monthly earnings to a maximum of \$3,000.00 per month with the Canada Pension Plan offset. The Long Term Disability premiums are to be paid fully by the employees.

Extended Health Care Plan

The Company will provide to all eligible employees, single or family, coverage to include the following:

1. Drug Plan: \$5.00 deductible for prescriptions.
2. Semi-Private Hospital Accommodation: 100% reimbursement of the reasonable and customary charge made by hospital.
3. Misc. extended health care as described in the benefit plan text.

Dental Plan

The company will provide a Dental Plan for single or family with a fee guide formula of current year minus 2.

The extended health care and dental plan will be the same as the non-union plan.

Pension Program

The company will provide a defined contribution pension plan to all qualified employees in accordance with the pension plan text. Effective August 19, 2009 the pension plan will be closed to new members.

Any changes made to the corporate benefit plan will be given to members of IBEW Local 213.

APPENDIX "C"

Sick Leave

In the case of absence due to illness or injury not covered by the Workers' Compensation Board, the Company will grant such leave with pay at the rate of ten (10) days per year.

Employees may carry over sick days of five days per year to a maximum of 15 days..

During the first twelve (12) months of employment, the number of sick leave days earned shall be pro-rated to the number of days employed.

Upon request, it shall be the duty of each employee to notify the Company of the reason for absence; to furnish evidence to support the absence and to keep the Company informed on the anticipated date of return to duty.

APPENDIX "D"

Vehicles

- (a) Employees are not permitted to use their personal vehicles for Company business and employees are not permitted to use Company vehicles for personal use.
- (b) The Company agrees to maintain the service of vehicles in accordance with a vehicle maintenance schedule set up with the dealer. Where applicable "Blizzack" winter tires (4) will be installed.
 - (c) The Vehicle Policy will be amended to provide that employees may elect to use the company-leased vehicle for personal use (provided that the nature of the employee's work permits the selection of a mini van). The change in election may be made when the employee's current vehicle lease expires. All terms and conditions of the Troy Auto Policy must be adhered to.
 - (d) Effective on the ratification of the 2007 agreement, employees must reside within fifty (50 km) of the office, unless approved by the manager. The manager's approval will be based on the business need to develop a new territory.
 - (e) Employees are required to drive vehicles in compliance with all motor vehicle traffic laws while operating a company vehicle. Employees are expected to drive vehicles with care, courtesy and caution. Failure to do so will result in discipline. In the case of a severe infraction that results in the loss of the driver's license for one (1) year or less, the employee will be placed on suspend assignment with no pay, benefits or seniority. If there is work available when the driver's license is restored, the employee will be rehired.

LETTER OF UNDERSTANDING
BETWEEN
LOCAL 213 OF THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
AND
TROY LIFE & FIRE SAFETY LTD.

RE: A.S.T.T./C.F.A.A.

Employees are required to meet and maintain certification in accordance with the standards established by the Authority Having Jurisdiction.

The Employer will pay upon successful completion, the cost of the training required by the Authority Having Jurisdiction.

In addition, the Employer will pay the required certification fees.

LETTER OF UNDERSTANDING
BETWEEN
LOCAL 213 OF THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
AND
TROY LIFE & FIRE SAFETY LTD.

RE: TECHNICIAN (Helper)

- Resident Centres (Victoria, Kelowna, Nanaimo etc.) on a call-by-call basis year round.
- Statutory Holidays as per the Collective Agreement.
- Four percent (4%) annual vacation pay each pay period.
- Union dues payable immediately.
- No bargaining unit employee laid off at any centre while temporary employees working in any system.
- All overtime rates apply as per the Collective Agreement.
- Maximum of four (4) temporary employees at any given time at the Vancouver Centre.
- At all times must work with a bargaining unit member.
- Pay rate - 40%

LETTER OF UNDERSTANDING
BETWEEN
LOCAL 213 OF THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
AND
TROY LIFE & FIRE SAFETY LTD.

RE: PREVENTATIVE MAINTENANCE TECHNICIAN II (P.M.T.II)

ACCOUNTABILITY OBJECTIVE:

This position is accountable for performing all types of service work, excluding IRC, 8500 mod kits, FCC, EST 3 and all networked systems. In addition the position will be required to assist in major projects, with technical assistance from a CET, if required. Provide training to PMT. Must be capable of performing all PMT I duties.

NATURE AND SCOPE:

The PMT II is responsible for the following:

Performing PMA, verifications, repairs, modifications, training and related duties as directed on all systems excluding those listed in Accountability Objectives.

Must be able to operate a laptop computer and download software to small microprocessor based systems.

Must be able to make minor programming changes.

Perform verifications, modifications, troubleshoot and repair to all systems, except as excluded in Accountability Objectives.

Perform other areas of work as required, i.e. emergency lighting, extinguishers, renovation, etc.

Assist in other areas as assigned.

Train other Service Technicians at job sites when requested.

PRINCIPAL ACCOUNTABILITIES:

Complete PMA, modifications, repairs or verifications within the time allocated.

Train other technicians.

PMT II WAGE RATE:

First 0 to 6 months - 75% of the CET rate

6 months to 12 months - 80% of the CET rate

12 months plus - 85% of the CET rate

When a PMT II is promoted, their pay will be moved up to the next level.

NOTE: Management and the Group Leader will determine if a technician is qualified to do standby.

Entry-level qualifications - two-year community college graduate in electronics (or equivalent), ASTT qualifications within 2 years, computer skills (current windows environment, DOS, etc.)

LETTER OF UNDERSTANDING
BETWEEN
LOCAL 213 OF THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
AND
TROY LIFE & FIRE SAFETY LTD.

RE: PREVENTATIVE MAINTENANCE TECHNICIAN (P.M.T.)

This new classification of technicians shall be implemented under the following terms and conditions:

1. Job Description - the work performed by P.M.T. employees shall conform to the attached job description.
2. Wage Rates
1st six months 60%
2nd six months 65%
3rd six months 70%
4th six months 75%
When a PMT I is promoted, their pay will be moved up to the next level.

Entry-level qualifications - two year Community College graduate in electronics (or equivalent) and completion of ASTT qualifications.

PMT's with less than one (1) year experience are restricted to testing only.
3. Promotions - P.M.T. employees will be given first opportunities to fill vacancies or new positions for C.E.T.'s or PMT II's pursuant to Article 19.
4. Layoffs - If a reduction in the work force is necessary, P.M.T.'s will be laid off first, prior to the layoff of C.E.T. employees.
5. C.E.T. Wage Rates - Certified Technicians that perform the work functions of a P.M.T. will continue to receive the C.E.T. rate.

JOB DESCRIPTION

POSITION: PREVENTATIVE MAINTENANCE TECHNICIAN

LOCATION: BRITISH COLUMBIA

ACCOUNTABILITY OBJECTIVE:

This person is accountable for the performance of testing and inspection functions as well as the replacement of devices and bulbs and while performing the PMA, trouble shoot ground faults and minor wiring issues on previously installed systems for the purpose of preventative maintenance. In addition, the position will be required to assist in projects under the supervision of a CET or PMT II; rotation will be by seniority.

For further clarification, a PMT can do emergency and exit lighting, extinguisher and monitoring systems, fix alarm batteries and replace fire alarm modules, including C.P.U. based panels, input and output modules only, but excluding EST 3, IRC, FCC 8500 (non-networked) and all networked systems. This applies while a PMT I is on site doing PMA's, and in addition, the PMA will be required to return to repair deficiencies reported during a PMA.

DIMENSIONS:

Inspects, cleans and tests control panels and devices.

Personal Inventory Level: approximately \$500.

NATURE AND SCOPE:

The Preventative Maintenance Technician is responsible for the following:

1. Performs, with minimum supervision, the testing and inspection of systems and the replacement of devices and bulbs in accordance with the Company's rules and procedures to ensure maximum system reliability and user satisfaction.
2. Analyzes and reports to supervisor, any problems that occur while performing duties.

Submits any suggestions that might assist in increasing productivity and/quality of work, or permit possible product modifications or redesigns.
3. Maintains and constantly updates all drawings and service bulletins provided to him.
4. Willingly and courteously provides customers with information regarding the operation or installation of the subject equipment.
5. Ensures the most productive use of time by regularly communicating with his service coordinator when a job is completed.
6. Constantly develops his knowledge of the Company's products.
7. Prepares and submits timely, accurate and neat reports showing all pertinent information which document clearly and completely the work performed.
8. Maintains a constantly up-to-date inventory in a neat and orderly manner.

PRINCIPLE ACCOUNTABILITIES:

1. Perform testing and inspection work within the time allowed.
2. Develop and maintain high caliber relationships with our customers to ensure their satisfaction with our customer.

LETTER OF UNDERSTANDING

ISSUES

The Company agrees to meet monthly with the Union Steward to review and resolve issues of concern. Such issues would include, but not be limited to, Safety, Rules, Regulations, Policies and Business Review. The Committee function will be to promote positive employee-company relations and create an environment conducive to the safety and well being of all employees.

The meeting will be held in the middle of the month with copies of the minutes given to the Union Steward.

The Company and the Union further agree to incorporate labour/management meetings to be held on a regular basis to discuss all ongoing issues and concerns of both the employees and management.

LETTER OF UNDERSTANDING

The company agrees to conduct annual performance appraisals of all employees. The appraisal will be shared with the employee, signed by the employee and added to the personal file.

LETTER OF UNDERSTANDING

The company will meet with technicians quarterly. The Union Business Representative will be invited.