

## **Article 1 – SCOPE**

- 1.01 This Agreement shall apply only to those employees of the Company who are within the Bargaining Unit defined in Orders issued by the Alberta Labour Relations Board dated January 4, 2022.
- 1.02 When the Company establishes a new job title within the bargaining unit, it shall be placed within the appropriate Wage Schedule based on a commonality of duties of the employees performing the new job.
- 1.03 The Company agrees to inform the Union of any new position, below the level of Director, created during the term of the Agreement which, in the opinion of management, does not come within the scope of the bargaining unit.

## Article 2 – DEFINITIONS

2.01 **Bargaining Unit** - all employees employed at the company covered by the Alberta Industrial Relations Board certification order, as amended from time to time.

**Basic hourly rate** – The amount of money, as specified in the applicable wage schedule, which is paid to an employee for working a basic hour of work.

**Basic earnings** – The amount of money earned by an employee at the basic hourly rate (exclusive of overtime, premiums, differentials, lump sum payments, variable payments, performance bonus and any incentive or like payments to which an employee is entitled).

**Basic Hours of Work Per Day and Per Week** – means the number of hours of work per day and per week as established in Article 17 for an employee exclusive of overtime hours which are dealt with in Article 36 and the Monitoring Appendix.

**Premium** – A payment in addition to the basic rate of pay to which the employee may be entitled. For example, a premium of one-half ( $\frac{1}{2}$ ) times the employee's basic hourly rate of pay equates to time and one-half. A premium of one (1) times the employee's basic hourly rate of pay equates to double time.

**Day** – A "day", for purposes of this Agreement, is a calendar day, unless otherwise specified.

**Times** - for the purposes of this agreement, all times are in Mountain Standard Time (MST). MST is understood to be the current method of time accounting in Alberta.

**Grievance** – a difference concerning the interpretation, application, administration, or an alleged violation of this Agreement.

**Individual Grievance** – a grievance filed by an employee seeking an individual remedy.

**Group Grievance** – individual grievances involving two or more employees arising from the same incident. In such situations the parties agree that the individual grievances will be heard/processed as a group grievance.

**Policy Grievance** – a grievance filed by either the Union or the Company that is general in nature and for which a general remedy is sought.

**Complaint** – an issue relating to matters not covered by this Agreement which a grievor seeks to have resolved under the provisions of this agreement.

**Grievor** – the employee who has filed an individual grievance or group grievance as defined in this article, or the Union or the Company which has filed a policy grievance as defined in this article.

**Full-time employee** – A full-time employee means a person covered under the terms of this Agreement, whose employment is reasonably expected to be ongoing, subject to terminating action by either the Company or the employee. A full-time employee is an employee who is normally scheduled to work the basic hours of work as established for the employee's job title.

**Part-time employee** – A part-time employee means a person covered under the terms of this Agreement, whose employment is reasonably expected to be ongoing, subject to terminating action by either the Company or the employee. A part-time employee is an employee who is normally scheduled to work less than the basic hours of work of a full-time employee in the same job title.

**Associated work group** – An "associated work group" is determined by the Company and, for purposes of this Agreement, refers to a team of employees who are normally assigned by the Company to cover or support each other. Any schedule covering an associated work group will include the names of the employees who are included on that schedule. When there is a change in the composition of an associated work group, the change will be reflected on the next posted schedule.

**Probationary period** – An employee will be considered to be on Probation during the first ninety (90) working days of continuous employment by the Company. Notwithstanding Article 9 (just cause) of this Agreement, the Company retains the right to terminate the employment of an employee on Probation who is found by the Company to be unsuitable or unsatisfactory.

- 2.02 The language of this agreement will endeavour to use gender neutral language, however where in this Agreement the masculine is used, it is understood that the reference will include the feminine, or vice versa.
- 2.03 In this Agreement the terms "classification" and "job title" have the same meaning.

### **Article 3 – SENIORITY AND COMPANY SERVICE**

- 3.01 Employees on staff on October 1st, 2019 will be credited with their previous seniority and Company service as shown on Company records as of that date.
- 3.02 Subsequent to October 1st, 2019, Seniority, and Company service will accumulate on the same basis.
- 3.03 After five (5) years of continuous regular service, a former employee will have their previous term of employment with ADT, ADT by TELUS, Alberta Government Telephones (AGT), BC TEL, ED TEL, TELUS Communications Inc. and TELUS Mobility as a Regular employee bridged.
- 3.04 Employees transferring from a bargaining unit position within TELUS to a job title covered in this agreement will retain their seniority.

#### **Article 4 – DISCRIMINATION**

- 4.01 The Company and the Union shall not discriminate on the basis of race, national or ethnic origin, colour, religion, age, gender, gender identity, gender expression, sex, sexual orientation, marital status, family status, physical disability, mental disability, ancestry, place of origin, source of income, and conviction for which a pardon has been granted and as otherwise provided by the Alberta Human Rights Act, unless proper and just cause exists.
- 4.02 There shall be no discrimination against any employee for membership in or for activities on behalf of the Union or for membership in any accredited trade union.

## **Article 5 – UNION RECOGNITION**

- 5.01 The Company agrees to recognize the Union as the sole collective bargaining agency for the employees covered by this Agreement and hereby consents and agrees to negotiate with the Union or its designated bargaining representatives in any negotiable matters pertaining to this Agreement affecting the relationship between the Company and its employees. Issues of a non-contractual nature may be raised and discussed at the meetings provided for under Article 6 – Joint Labour Meetings. All such discussions will be conducted on a without prejudice basis.
- 5.02 Members of the Labour Relations Department or their appointees will meet with full-time Union officers or their appointees to discuss matters of mutual concern, other than grievances. Rules for such meetings are covered by Article 6.
- 5.03 For information purposes only, the Union agrees to provide to the Company, on a twice annual basis, a list containing the name, Unit and work number of Unit Presidents, Unit Counsellors and Shop Stewards. Where practicable, this list will be provided in electronic format.
- 5.04 Union officers and other Union staff seeking access to the Company’s premises, will make their request to the Manager of the area they wish to visit stating the reason for their request. The request will be granted subject to the demands of service but shall not be unreasonably withheld.
- 5.05 The Company agrees to provide Notice Boards or sections of Company Notice Boards for the exclusive posting of Union notices concerning meetings and such other information the Union wishes to communicate to its members. The Union agrees that defamatory and libelous statements concerning the Company, its parent organization, any affiliates and/or subsidiaries, the business, other employees, representatives of the Company or its Officers shall not be placed on Notice Boards.
- 5.06 All employees shall have the right to wear or display the recognized insignia of the Union in the workplace while on or off duty.

## Article 6 – JOINT LABOUR MEETINGS

- 6.01 **Joint Consultation** - The Company and the Union recognize the mutual value of ongoing joint consultations in matters pertaining to working conditions, supervision, safety, and labour-management relations generally. To this end, Company representatives and the Union Executive Members/Shop Stewards who are employed by the Company may meet at such time and place as may be mutually agreed upon, for the purpose of discussing the application, interpretation and possible violations of the Agreement, and any other matters of mutual concern and benefit.
- 6.02 **Minimum Meetings** - Such meetings shall be held twice annually, and as required, at the request of either party.
- 6.03 Discussions between the parties which take place in these meetings will be privileged and without prejudice to the legal interests of either party, unless there is mutual agreement between the Company and the Union to share any of the information outside of the meeting.

## **Article 7 – DUES DEDUCTION AND INFORMATION PROVIDED TO THE UNION**

- 7.01 The Company agrees to deduct initiation fees and dues from the wages of employees who are a member of the union, or such increased or decreased amounts that shall be payable in lieu thereof, pursuant to a resolution of said Union and evidenced by a copy thereof duly certified by its proper officers. Such monies shall be paid to the Union, accompanied by an alphabetical list of employee names and contact information for and on behalf of whom such deductions have been made together with a list of resignations, changes of name, transfers, leaves of absence, or other retirements from employment. It is agreed that all employees in the bargaining unit will be members of the Union.
- 7.02 The Company agrees to forward to the Union each month an alphabetical list of all employees covered by this Agreement which shall include each employee's name, birthdate, identification number, status, seniority date, adjusted seniority date, home address, personal phone, classification, location and rate of pay. In addition, the Company will forward on a monthly basis a list of all new employees hired within the last 30 days, which shall include each employee's name, classification, work location and manager.
- 7.03 In determining deductions made on behalf of employees who work less than the basic work week of full-time employees, the appropriate regular dues shall be prorated to an hourly equivalent and the deductions shall be in direct relation to the number of hours worked during the two-week period.
- 7.04 The Company agrees to provide information to the Union as required by 7.01, 7.02 above via email.
- 7.05 The Collective Agreement shall be made available digitally in both English and French. The parties acknowledge that the French language version is for reference only and that the English language version is the official text and that in the event of any inconsistency between the two versions, the English language version shall govern.
- 7.06 It is understood that the Union will save the Company harmless from any and all claims which may be made to it by any employee for amounts deducted as herein provided.
- 7.07 The parties agree that the collection, use and disclosure of information for the purposes of administering this Agreement meets all the requirements of the Alberta Personal Information Protection Act.
- 7.08 The company agrees to inform new employees during the onboarding process that they are represented by the USW National Local 1944 and that a Collective Agreement is in effect.

During this process, new employees will be provided with a link to the electronic version of the Collective Agreement, and will be shown a presentation on behalf of USW National Local 1944, provided by the Union. The Union agrees that defamatory and libelous statements concerning the Company and its officers will not be made in the presentation. In addition, employees will be provided with an orientation letter from USW National Local 1944, introducing the Union and identifying or providing local contact identification and information. It is agreed that the Union shall provide both the letter and presentation to the company for review prior to dissemination, to ensure its consistency with the purpose of this Article.



## **Article 8 – MANAGEMENT RIGHTS**

- 8.01 Unless otherwise explicitly agreed to in this Agreement, management retains the exclusive right to manage its operation in all respects including the direction of the working forces. The Company agrees that any exercise of these rights shall not contravene the provisions of this Agreement.
- 8.02 The Company shall remain vested with full 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, discipline or discharge employees for just cause, or to transfer employees temporarily or permanently to new duties or to relieve employees from duty because of lack of work or for other legitimate reasons, or to schedule its operations, when in its sole discretion it may deem it advisable to do so.
- 8.03 Although not normal operating practice, occasions may arise when management and excluded employees need to perform bargaining unit work for reasons of training, on-going familiarization, emergency, other unforeseeable or unpreventable circumstances. No employees will lose their employment, or suffer reduced hours, as a result of management and excluded employees performing bargaining unit work for the aforementioned reasons. All incidents of management performing bargaining unit work in excess of one (1) hour shall be reported to the union on a monthly basis.
- 8.04 While managers will attempt as far as possible to assign an employee to work for which the employee has been trained, no part of this Agreement shall be construed as meaning that an employee shall do only work of the classification for which they are employed, nor shall any part of this Agreement be construed as meaning that certain work shall be performed by only certain classified employees.

## **Article 9 – JUST CAUSE**

- 9.01 An employee who has successfully completed the probationary period, shall not, for disciplinary reasons, receive a written warning, suspension or be dismissed, except for just cause. Disciplinary action is to be confirmed in writing, with a copy to the Union.

### **Meeting to Communicate Disciplinary Action**

9.02 Where the Company meets with an employee for the purpose of issuing or communicating disciplinary action, the employee shall have the right to have Union representation present. Where the employee declines Union representation, the Manager conducting the meeting will confirm such refusal by email to the employee, and the Unit Chair.

### **Investigative Meetings**

- 9.03 An investigative meeting is defined as a formal interview held for the purpose of obtaining information from an employee who appears to have engaged in misconduct anticipated to result in discipline.

When an employee is to be interviewed by a representative of the Company's Security Department, or at an investigative meeting where one or more managers will be present, the employee will be offered an available Shop Steward to attend the interview.

When present at the interview, the Shop Steward shall attend as an observer to the process and not as a participant. A Shop Steward will be permitted to make a reasonable request for a break provided it does not disrupt or interfere with the meeting.

The Shop Steward shall be granted a maximum of fifteen (15) minutes to confer with the employee immediately prior to the investigative meeting.

For greater clarity, investigative meetings shall not include discussions of an operational nature (e.g. coaching meetings, meetings to discuss performance metrics).

- 9.04 Notwithstanding the provisions of this Article related to the presence of a Shops Steward at a meeting as provided under those sections, the parties recognize that there may be exceptional circumstances where a Local Union Representative may request to be present as a substitute in such a meeting in place of the Shop Steward.

A request for the presence of Local Union Representative in a meeting held under the above noted sections of the Collective Agreement will be made to a representative of Labour Relations prior to the meeting in question. Where exceptional circumstances exist, approval shall not be unreasonably withheld.

### **Employees participating in the at home agent or work styles program**

- 9.05 When one or more of the parties to the meeting are not available at the location where the meeting is to be conducted, the meeting will be by way of videoconference, unless mutually agreed otherwise.

- 9.06 All discipline shall be administered by Management.

- 9.07 Disciplinary action will remain on an employee's record and in their file for a period of twenty-four (24) months from the date the most recent disciplinary action was issued.

For the sake of clarity, the sunset clause described in section 9.07 is a “rolling” sunset clause.

Disciplinary action issued related to workplace violence and/or harassment will not be removed from an employee’s record, and will remain in their file permanently.

- 9.08 An employee is entitled to examine their own complete personal file kept in the District Office or Human Resources Office upon request to the immediate manager. The Company shall maintain the right to schedule the number of appointments at one time. It is not the intent of this clause to send files from one work location to another.

## **Article 10 – GRIEVANCES**

- 10.01 (a) An employee having a grievance, a potential grievance, or a complaint, may first take the matter up orally with their immediate manager, and if they are not satisfied with the resolution, refer the matter to the employee's Shop Steward. If the Union considers the grievance a just one, a written grievance will be initiated and submitted in accordance with the provisions of this Article. Once a grievance is being handled by a representative of the Union, the Company will not endeavour to settle the grievance directly with the employee.
- (b) All grievances will be submitted by the Union in writing, on a form agreed to by both parties, and contain the following information:
- article(s) allegedly violated,
  - grievor's name,
  - grievor's job title,
  - grievor's manager,
  - date of the occurrence of the alleged violation,
  - nature of grievance (description),
  - remedy sought.
- (c) A grievance will not be deemed to be invalid prior to Step 2 by reason only of the fact that the written grievance was not properly completed with respect to the information stipulated in subsection 10.01(b).
- (d) Discussions at Step 1 and 2 of the grievance procedure are conducted without prejudice to the position of either party.
- 10.02 It is the mutual desire of the parties that grievances be resolved as quickly as practicable. Time limits are prescribed for this purpose. Time limits and procedures contained in this Article are mandatory. Failure to pursue a grievance within the prescribed time limits and in accordance with the prescribed procedures will result in abandonment of the grievance. Failure to reply to a grievance in a timely fashion will advance the grievance to the next step. Grievances so advanced will be subject to time limits as if a reply had been made on the last allowable day of the preceding step in the procedure. Time limits may be extended by written agreement between the Company and the Union.
- 10.03 A meeting convened at any step of the grievance process shall be conducted via videoconferencing or face-to-face.

### **Grievance Procedure**

- 10.04 All grievances, other than those involving a dismissal, will be submitted by the Union within thirty (30) days of the date of the occurrence or within thirty (30) days of the date the employee could reasonably have known of the occurrence giving rise to the grievance to the grievor's immediate manager.
- 10.05 A policy grievance will be submitted directly to Step 2, to the Labour Relations Administrator in the case of the Union filing the grievance, or directly to the President of the Union in the case of the Company filing the grievance.
- 10.06 A grievance concerning a dismissal will be submitted by the Union directly to Step 2 within fourteen (14) days of the date the grievor was notified of the dismissal.
- 10.07 Notwithstanding the provisions of sections 10.04 to 10.06 inclusive, the steps in the grievance procedure for the processing of a specific grievance may be varied by written agreement between the Company and the Union.

### **Step 1**

- 10.08 The grievor's immediate manager or designate will convene a meeting to hear the grievance within fourteen (14) days of the grievance form being submitted. The grievor and the Shop Steward will attend the meeting along with the immediate manager or designate. The immediate manager or designate may have another representative of management at the meeting.
- 10.09 The immediate manager or designate will render their decision, in writing, within fourteen (14) days following the grievance meeting and will date and sign the grievance form.

### **Step 2**

- 10.10 If the matter has not been resolved at Step 1, the Union may refer the grievance to the Labour Relations Administrator within thirty (30) days of the Step 1 decision.
- 10.11 Labour Relations will convene a meeting to hear the grievance within thirty (30) days of receipt of the grievance. The Local Union Representative will attend the meeting along with the Labour Relations representative. Either party may have one additional representative at the meeting. Labour Relations will render its decision, in writing, within thirty (30) days of the grievance meeting.

### **Complaint Procedure**

- 10.12 A complaint shall follow the steps and observe the time limits provided in this Article for the processing of Individual, Group, or Policy Grievances, as appropriate.
- 10.13 A written statement of settlement or, failing settlement, a written statement of the Company's position at Step 2 shall constitute the final disposition of the complaint.

## **Article 11 – ARBITRATION**

11.01 If the parties have failed to resolve the grievance through the grievance procedure outlined in Article 10, either party may commence arbitration proceedings by providing written notice to the other party within thirty (30) days of the Step 2 decision.

The written notice will contain the following information:

- the grievance to be arbitrated,
- the article(s) of the Agreement allegedly violated,
- the remedy sought,
- the names of three (3) individuals proposed to act as Arbitrator.

11.02 The party receiving the notice will, within thirty (30) days following receipt of the notice, inform the other party of:

- the acceptance of one of the people proposed to act as Arbitrator, or,
- the names of other individuals proposed to act as the Arbitrator.

11.03 If the parties are unable to agree on a single Arbitrator within thirty (30) days of the reply referenced in section 11.02, a written request to the Director of Mediation Services to appoint an Arbitrator will be made by the parties.

11.04 The Arbitrator will convene a hearing within ninety (90) days of his or her appointment, unless the parties otherwise agree in order to accommodate the schedule of the selected Arbitrator.

11.05 The Arbitrator will render his or her decision in writing within ninety (90) days following the completion of the hearing.

11.06 The time limits outlined in this Article may be extended by mutual agreement between the parties.

11.07 The Arbitrator will not have any power to alter or change any of the provisions of this Agreement, or to substitute any new provisions for any existing provisions thereof, and in reaching his or her decision will be bound by the terms and provisions of this Agreement.

11.08 The decision of the Arbitrator will be final and binding on both parties.

### **Expedited Arbitration**

11.09 The Company and the Union may mutually agree to utilize an expedited arbitration process, subject to the following:

- (a) The parties shall meet periodically to review outstanding grievances to determine, by mutual agreement, those grievances suitable for expedited arbitration.
- (b) The parties shall mutually agree upon the single arbitrators who shall be appointed to hear the grievances.
- (c) The parties shall establish and attempt to agree on the facts relevant to the grievance.

- (d) Presentations shall be made by members of the Labour Relations Department and Union staff.
- (e) All presentations are to be short and concise and will include a comprehensive opening statement.
- (f) The parties shall make every reasonable attempt to minimize the use of witnesses.
- (g) The arbitrator may assist the parties in mediating a dispute of the grievance.
- (h) The decision of the arbitrator is to be provided to the parties within ten (10) working days of the hearing.
- (i) The decision of the arbitrator shall be final and binding upon the parties. The decision shall not be cited as precedent and shall not be used or introduced in any other proceeding.
- (j) The fees and expenses shall be shared in accordance with section 11.10.

#### **Expenses**

- 11.10 Each of the parties to this Agreement will bear the expense of its own witnesses, representatives, and the grievor(s). The fees and expenses of the single Arbitrator will be borne equally by the Company and the Union.

## **Article 12 – COLLECTIVE BARGAINING PROCEDURE**

- 12.01 Employees on the Union negotiating committee will be paid by the Union during contract negotiations for all time spent away from their jobs during negotiations. The Company will continue to pay the employee's basic wages and the amount so paid by the Company shall be billed to and reimbursed by the Union.
- 12.02 Each party will pay one-half of the cost of the meeting room and any other mutually agreed upon expenses incurred during negotiations.
- 12.03 When during the term of this Agreement both parties agree that a change is required to any Article or item, a Memorandum of Agreement will be drafted and mutually agreed upon by both parties.



**Article 13 – NO STRIKES OR LOCKOUTS**

- 13.01 The Company and the Union agree that there will be no lockout, strike, or other stoppage of work during the term of this Agreement.

## **Article 14 – HEALTH AND SAFETY**

- 14.01 If PPE (Personal Protective Equipment) is required for any job title covered by this agreement, that equipment will be provided at zero cost to the employee by the Company.

### **Joint Health and Safety Committee**

- 14.02 The Company, the Union, and the employees are committed to supporting and promoting a healthy and safe working and living environment for all employees.

The Company shall establish a joint worksite health and safety committee and the joint worksite health and safety committee's terms of reference.

The joint worksite health and safety committee shall be governed by its terms of reference and the Occupational Health and Safety Act, RSA 2000, c O-2, and all related amendments, acts, codes, and regulations.

The duties and responsibilities of the joint worksite health and safety committee shall be governed by its terms of reference and the Occupational Health and Safety Act, RSA 2000, c O-2, and all related amendments, acts, codes, and regulations.

The joint worksite health and safety committee shall be comprised of representatives of the Company and the employees. The Company and the Union shall each appoint a minimum of two (2) representatives. There shall be equal or more employee representatives than Company representatives. The representatives of the employees shall be appointed in accordance with the constitution of the Union.

The joint worksite health and safety committee shall schedule meetings in accordance with its terms of reference and the Occupational Health and Safety Act, RSA 2000, c O-2, and all related amendments, acts, codes, and regulations. There shall be a minimum of four (4) meetings of the joint worksite health and safety committee per year, in a mutually agreed location. The Company and the Union shall maintain meeting minutes during the course of the meeting, and such records shall be kept and posted in the workplace. Should there be an urgent issue requiring the immediate attention of the joint worksite health and safety committee, either of the co-chairs of the joint worksite health and safety committee may call a special meeting to address the issue. An employee shall be paid their regular hourly rate for attendance at all joint worksite health and safety committee meetings.

The joint worksite health and safety committee shall consider measures necessary to ensure the safety and security of each employee on the Company premises and the Union may make recommendations to the Company in that regard.

The Parties agree to take reasonable steps to minimize the effect of the joint worksite health and safety committee's operations on the Company's resources.

### **Right To Refuse**

The right to refuse work which is considered, in good faith, to be unsafe or that creates an undue hazard, as defined in the Occupational Health and Safety Act, as amended, will be responded to and dealt with in accordance with the sections of the Occupational Health and Safety Act, which apply.

## **Article 15 – AHA AND WORKSTYLES**

- 15.01 An employee may, by mutual agreement with their manager, participate in either the AHA or Work Styles program in accordance with the applicable Company policies and guidelines.
- 15.02 The Company agrees to meet and review with the Union any substantial modification to the AHA Guidelines and Expectations or the Work Styles Policy or Guidelines prior to the change being implemented. The Company will continue to provision the required telecom equipment and services as reviewed during negotiations. Any reimbursement for expenses incurred in the purchase of ergonomic equipment will be administered consistent with the AHA Guidelines and Expectations or the Work Styles Policy or Guidelines.
- 15.03 The parties agree that an employee's assigned Company work location or headquarters does not change as a result of participating in these programs.
- 15.04 The Company shall provide sixty (60) days' written notice to the participating employees and the Union to terminate the AHA or Work Styles programs, although it is recognized that in exceptional or unusual circumstances the Company may provide less than sixty (60) days' notice.
- 15.05 The Company will normally provide thirty (30) days' written notice to an employee to terminate participation in the program. The employee will normally provide thirty (30) days' written notice of intent to withdraw from the program. However, this length of notice may be modified by mutual agreement between the employee and the manager.
- 15.06 Save exceptional circumstances, the Company will provide twenty-four (24) hours verbal notice of any on-site visit to an employee's home.

## **Article 16 – REQUIRED LICENSING AND COMPANY COURSES**

### **Licensing**

- 16.01 The Company acknowledges that statutory licensing legislation exists which require certain bargaining unit members to maintain specific licenses related to their job classification, for continued employment. Where such a license is required for continued employment, the Company will pay for the cost of the annual license required for continued employment.
- 16.02 The parties acknowledge that such statutory licensing legislation may be amended from time to time.

### **Voluntary Company Courses**

- 16.03 Upon successful completion of courses recognized by the Company and approved in advance of taking the course, an employee shall be reimbursed 100% of tuition fees and textbooks.

## Article 17 – HOURS OF WORK AND SCHEDULING

### Basic Hours of Work

- 17.01 (a)
- (i) The basic hours of work per day for an employee will be 7.5 hours. The basic hours of work per week for a full-time employee will be 37.5 hours over one (1) week or 75 hours over two (2) weeks provided that in any given calendar week, basic hours of work will be assigned on consecutive days, unless another arrangement is mutually agreed to by the employee and management. Notwithstanding the above, in any given calendar week, up to 20% of the full-time employees in an appropriate work group may be assigned to a work week in which the basic hours are not scheduled on consecutive days.
  - (ii) A rest day for an employee will be consecutive with another rest day unless the employee requests otherwise.
- (b) Shift start times for full-time employees may vary within a calendar week but will not vary by more than one (1) hour within that calendar week with the exception of:
- the need to accommodate formal training
  - an employee is scheduled to work on a Saturday, Sunday or holiday
- (c) For part-time employees, the Company will determine and establish the hours of work per day and per week. While these hours may vary, the basic hours worked by these employees will not be greater than the basic hours of work established for a full-time employee in subsection 17.01(a).
- (d) Notwithstanding the provisions of subsection 17.01(c), a part-time employee will normally be scheduled to work a minimum of fifteen (15) hours in each week.
- If a part time employee is scheduled to work basic hours in excess of 80% of the basic hours of a full-time employee in the same job title in any calendar year, the Company will utilize the job notification and expression of interest process in respect of the position. If the employee is not the successful applicant or declines the opportunity for full-time employment the employee will continue as a part-time employee.
- (e) A part-time employee shall not be required to work less than four (4) basic hours of work on any day that the employee is required to work.
- (f) No employee shall, without the employee's consent, be required to work more than ten (10) consecutive shifts.

### Meal and Relief Periods

- 17.02 (a) An employee will be granted meal and relief periods during hours of work in accordance with the table shown in subsection 17.02(b).
- i. Meal periods are unpaid and not included in the calculation of the basic hours of work and, except for split shifts, shall be for a minimum of one-half ( $\frac{1}{2}$ ) hour. Meal periods may be extended to a maximum of one (1) hour by mutual agreement.

- ii. Once published, relief periods will not be changed, unless there is a demonstrated business need or with mutual agreement.
- (b) Relief and meal periods granted to an employee will be in accordance with the following shift lengths:

Shift Length	Unpaid Meal Period / 30 Minutes	Paid 15 Minute relief period
6 hours up to and including 7.5 hours	1	2
More than 4 hours, and less than 6 hours	1	1
4 hours or less	0	1

- (c) There shall be a maximum of two and one-half (2 1/2) hours between meal or relief periods.

**Work Schedules**

- 17.03 An employee may be required to work a shift on any day of the week, as determined by the Company to meet service requirements.
- (a) Schedules for employees will cover a minimum four (4) week period and will be digitally posted by management a minimum of twenty-one (21) calendar days prior to the date on which they are to become effective. Rolling schedules are permitted. Management will determine the appropriate work group to be included on the schedule.
  - (b) Except in those work groups where shifts are assigned by seniority based on shift preferences and availability, due consideration will be given by management to full-time employees in determining an equitable rotation of start times from among those who are qualified to do the work.
  - (c) There shall be an interval of at least ten (10) hours between successive shifts. For employees participating in the AHA or Workstyles programs, the interval shall be eight (8) hours between successive shifts.

**Schedule Changes**

- 17.04 If less than five (5) days' notice of a change to a employee's posted schedule is provided, a premium of one (1) times the employee's basic hourly rate will be paid for each basic hour actually worked outside of the employee's originally scheduled basic hours, for the number of days by which the notice is short of the five (5) days' notice. This premium does not apply to:

- additional basic hours for part-time employees given after the schedule is posted and,
- the trading of shifts between employees.

With the approval of management and not subject to premiums, an employee may request to have the schedule changed for urgent personal business.

**Break Location**

17.05 The Company will provide in-office employees with a place to take their meals.

**Break Postponement**

17.06 An employee busy serving a current or potential customer of the company when their break time or meal time arrives must continue to respond to the customer in the normal way and delay the start of their break or the time of their meal.

## **Article 18 – ACCOMMODATION**

- 18.01 The parties agree to participate in the duty to accommodate to the point of undue hardship.
- 18.02 An employee may request a workplace accommodation related to a prohibited ground of discrimination as defined in section 4.01. The request will be submitted in writing to the employee's manager using the designated Workplace Accommodation Request Form. The Form will indicate that the employee may choose to provide a copy to the Union or to engage the Union at any point in the accommodation process. When an employee or the Company has engaged the Union in the accommodation process, the Company will provide the Union with an opportunity for input. If the employee's request for a workplace accommodation is denied, the Company will inform the Union.
- 18.03 Upon receipt of an accommodation request from an employee, the Company will respond within 10 business days to the employee, indicating that the request has been received and is being reviewed.



## Article 19 – HOLIDAYS

19.01 The following days will be observed as paid holidays:

New Year's Day  
Family Day  
Good Friday  
Victoria Day  
Canada Day  
Labour Day  
Thanksgiving Day  
National Day for Truth and Reconciliation  
Remembrance Day  
Christmas Day  
Boxing Day

19.02 Each of the holidays referred to in section 19.01 will be observed on the day on which it falls.

- (a) When the holiday falls on a non-working day for an employee, they will be granted a holiday with pay at some other time mutually agreeable to the Company and to the employee.
- (b) Where no mutual agreement has been reached pursuant to subsections 19.02 (a), holiday entitlement temporarily banked within the calendar year will be scheduled off no later than April 30 of the following calendar year. In the event that no mutual agreement has been reached by the end of February for the scheduling of this holiday entitlement, at the discretion of the employee it shall either be scheduled by management or the employee will be paid for the day(s).

### Holiday pay

19.03 Holiday pay shall be at the employee's basic rate of pay.

19.04 Part-time employees shall receive payment for holidays on a pro-rata basis calculated on the number of basic hours worked in the twenty (20) working days immediately preceding the holiday. If the pro-rata holiday entitlement equals or exceeds three-quarters ( $\frac{3}{4}$ ) of a day, one (1) full day's pay shall be given.

19.05 Notwithstanding the provisions of sections 19.01, 19.03 and 19.04:

- (a) an employee who has not acquired thirty (30) days' service in the latest period of employment prior to the date of a holiday, shall not be entitled to holiday pay.
- (b) holiday pay provisions are not applicable to an employee while on leave of absence unless they are entitled to wages for at least fifteen (15) days in the thirty (30) calendar day period immediately preceding the holiday.

### Pay for Work on a Holiday

19.06 A full-time employee who works on a holiday shall, in addition to any holiday pay to which the employee may be entitled:

- (a) be paid a premium of one (1) times the employee's basic hourly rate of pay for each basic hour worked on the holiday; or,

- (b) if the employee so chooses, and provided the employee works the basic hours of work for the day, to be granted another day off with pay, at a time convenient to both the employee and the Company.

A part-time employee who works on a holiday shall be paid, in addition to any holiday pay to which the employee may be entitled, a premium of one-half ( $\frac{1}{2}$ ) times the employee's basic hourly rate of pay for each basic hour worked on the holiday.

An employee scheduled to, but who does not work on the holiday will not be paid for the holiday unless her/his absence is due to sickness or similar unavoidable cause.

- 19.07 An employee shall be paid a premium of one-half ( $\frac{1}{2}$ ) times the employee's basic hourly rate of pay for each basic hour worked between 4:00 p.m. and 12:00 midnight on December 24 or December 31. This premium does not apply if the employee is working overtime during those hours.

#### **Substitution of Religious Holiday**

- 19.08 With a minimum of four (4) months' notice prior to the earlier of the date of the alternate religious holiday being requested or the date of the religious holiday being substituted, an employee may request to take an alternate day in lieu of Good Friday or Christmas Day to observe another religious holiday:
- (a) An employee will submit a written request to the immediate manager.
  - (b) Requests shall be granted provided there is work available in the employee's job title and work location which the employee can perform on the holiday.
  - (c) An employee working on the holiday will be paid at straight time for basic hours worked and will receive holiday pay for the day taken off as the alternate religious holiday.
- 19.09 When an employee's shift overlaps a holiday and non-holiday day, the entire shift will be deemed to be fully worked on the holiday if the number of hours worked on the holiday exceeds the number of hours worked on the same shift on the day that is not the holiday.

If the number of hours worked on the shift that fall on the holiday is less than half of the entire shift length, only the hours falling on the holiday will qualify for the holiday premium referred to in 19.07 and the remainder of the shift will be paid at straight time.

## Article 20 – VACATIONS

### Vacation Entitlement

- 20.01 An employee, in the year of engagement or re-engagement, shall receive 4% of earnings for that calendar year in lieu of vacation with pay for that year. This shall be paid no later than April 30 of the following year.

A full-time employee, in the years subsequent to the year of engagement or re-engagement, shall first become entitled to a vacation with pay in accordance with the table below in the calendar year in which the employee attains the required number of years of service. The same entitlement applies to each subsequent year, until a higher entitlement is attained as indicated in the table below:

Years of Service	Entitlement
Less than 8 years of service	3 weeks (15 days) pro-rated in 1st year
8 – 14	4 weeks (20 days)
15 and over	5 weeks (25 days)

A part-time employee, in the years subsequent to the year of engagement or re-engagement, shall be entitled to:

- (a) 10 days of vacation and 4% of eligible earnings in each calendar year, if the employee has less than six (6) years' service: or,
  - (b) 15 days of vacation and 6% of eligible earnings in each calendar year, if the employee has six (6) years' service or more.
- 20.02 (a) In awarding vacations no deduction shall be made when absence or leave of absence in the calendar year is due to:
- i. sickness or accident of twelve (12) weeks or less;
  - ii. maternity leave of seventeen (17) weeks or less; or,
  - iii. other than the foregoing causes, an absence of four (4) weeks or less.

When the total absence for any cause, excluding up to seventeen (17) weeks' maternity leave, exceeds the periods identified above, the vacation entitlement for that calendar year shall be prorated to the time worked in that calendar year.

- (b) Any deduction of vacation in accordance with the provisions of subsection 20.02(a) which exceed an employee's remaining current calendar year's vacation entitlement will be deducted from the employee's vacation entitlement in the subsequent calendar year.

### **Vacation Scheduling**

- 20.03 Vacation scheduling shall be by associated work group. A minimum of 20% of employees rounded up to the nearest whole number shall be allowed off at any one time on annual vacations, calculated as a percentage of the total number of active employees in the associated work group as of October 1 for the first four (4) month period of the upcoming vacation scheduling year and, as of February 1 of the vacation scheduling year for the last eight (8) month period of the vacation year.
- 20.04 Employees shall select their vacation periods in order of seniority, however, only one vacation period shall be selected by seniority until all employees on the vacation schedule have selected one period. When selecting the above period of vacation, an employee may not select more than three (3) weeks' vacation in the period between the first Monday in June and the last Friday in September. Subsequently, all employees on the schedule who have chosen to take their vacations in broken periods shall select in order of seniority for a second vacation period and again for subsequent periods until all periods are chosen.
- 20.05 Employees may split their vacation periods into increments of less than one week, with the approval of management.
- 20.06 Vacation schedules are for a calendar year. Employees shall select their vacation, subject to the provisions of sections 20.03 to 20.05 inclusive, as follows:
- (a) During the period from October 1 to November 15 for vacation in the first four (4) months of the upcoming vacation year. Selections for the first four (4) month period need not be the employee's first choice.
  - (b) During the period from February 1 to March 15 for vacation during the last eight (8) months of the current vacation year.
  - (c) Any vacation for the current vacation year that has not been scheduled or banked as of March 15 may be scheduled by management.
- 20.07 If an employee who has approved vacation scheduled transfers to another group, the employee retains the vacation selection previously approved unless another arrangement is mutually agreed to by the employee and management.
- 20.08 Vacation schedules shall be posted electronically.
- 20.09 For changes to the vacation schedule after March 15 the provisions of 20.03 shall not be applicable and any changes shall be made on a first come, first served basis and are subject to mutual agreement between the employee and management.
- 20.10 When a holiday is observed on a normal working day during an employee's annual vacation, the employee may elect to take one (1) additional day of vacation at the end of that vacation period or, subject to mutual agreement with the immediate manager, to take the vacation day so displaced on another date.

### **General**

- 20.11 Notwithstanding the provisions of sections 20.01:

- (a) An employee with more than four (4) days' but less than one (1) year's service leaving the Company's employ shall receive 4% of their earnings for the current calendar year, reduced by the amount already paid to the employee in accordance with the provisions of section 20.01.
- (b) An employee with greater than one (1) year's service leaving the Company's employ shall be paid the greater of:
  - i. Pay in lieu of vacation, at the employee's basic rate of pay, on a prorated basis based on the month(s), or portion thereof, worked in that calendar year, reduced by the amount already paid to the employee for any vacation taken in the current calendar year. (for example, an employee who worked four (4) months in the year of separation would receive pay in lieu of vacation for 4/12ths of the vacation entitlement for that year); or,
  - ii. 4% of the employee's earnings for the current calendar year if less than six (6) years' service or 6% of the employee's earnings for the current calendar year with six (6) or more years' service reduced by the amount already paid to the employee for any vacation taken in the current calendar year.

20.12 All vacations are paid for at the employee's basic rate of pay at the time the vacation is taken.

20.13 When 4% (or 6% after six (6) years' service) of the employee's total earnings in the vacation year January 1 to December 31 exceeds the total amount of their vacation pay at their basic rate of pay for the vacation to which the employee was entitled in that year, any excess shall be paid to the employee prior to April 30 of the following year.

## Article 21 – PERSONAL DAYS OFF

- 21.01 An employee on staff as of January 1 of each calendar year is entitled to three (3) Personal Days Off (PDOs).
- 21.02 An employee hired during the calendar year is entitled to PDOs in accordance with the following schedule:
- (i) Between January 1 and the end of February – three (3) days.
  - (ii) Between March 1 and June 30 – two (2) days.
  - (iii) Between July 1 and October 31 – one (1) day.
  - (iv) After November 1 – Employee is not entitled to any PDO days.
- 21.03 (a) Notwithstanding section 21.01, an employee who is absent for greater than four (4) months in any calendar year, other than a leave covered by the Alberta *Employment Standards Code*, shall have the current or, if the current year's entitlement has been utilized, the next year's entitlement to PDOs reduced by one (1) for each four (4) month period of absence.
- (b) In addition, any unauthorized absence or leave by an employee shall have the current or, if the current year's entitlement has been utilized, the next year's entitlement to PDOs reduced by one (1) for each incident of unauthorized absence or leave.
- 21.04 An employee shall be paid at the employee's basic rate of pay for each PDO. A part-time employee shall be paid for the average daily hours worked in a thirty (30) day period at the employee's basic rate of pay for each PDO.
- (a) A PDO shall be scheduled on a Monday to Friday, on a day mutually agreed to by the employee and management. An employee's request for a PDO on a Saturday or Sunday may be considered at the discretion of management. The scheduling of PDOs shall be secondary to annual vacations.
  - (b) All PDOs are to be scheduled and taken prior to the end of the calendar year in which the employee becomes entitled to them.
  - (c) In the event that it was not possible to schedule a PDO prior to the end of the calendar year, the employee will be paid for the day (or days) by February 15 of the following year.

## Article 22 – PAY PROVISIONS FOR EMPLOYEES ABSENT FROM DUTY

- 22.01 **Jury Duty** – An employee called for jury duty is allowed time off with pay from scheduled basic hours during the period of jury service. Absences in excess of one week will require a special decision. Any jury duty fees received, other than for expenses (i.e. meals, transportation, etc.), are to be returned to the Company.
- 22.02 **Court Witness** – An employee acting as a witness under subpoena is allowed time off with pay from scheduled basic hours during such absence. An employee acting as a voluntary witness is not paid for such absence.
- 22.03 **Elections** – An employee eligible to vote shall be allowed sufficient time off with pay from scheduled basic hours to meet legal requirements for voting purposes. Where an employee is registered to vote in a locality other than where they are working, the provisions of the applicable legislation governing the specific municipal, provincial or federal election shall apply. Where possible, such employees will be encouraged to vote at advance polls.
- 22.04 **Bereavement Leave**
- (a) In the event of a death in the immediate family of an employee, the Company shall grant up to five (5) days off with pay at the employee's normal straight time rate where the employee was scheduled to work.
- The term "immediate family" shall mean partner (including common-law partner) parents, children, siblings, siblings-in-law, grandparents, grandparents-in-law, grandchildren, parents-in-law, aunts and uncles.
- For the sake of clarity of this article, "step" family members are considered "immediate family" subject to the descriptions above.
- (b) In the event of the death of anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage, or common law partnership an employee shall be entitled to request unpaid time off consistent with the timelines described in the paragraph above. Such requests shall not be unreasonably denied.
- (c) An employee may be allowed up to a maximum of three (3) days off with pay from scheduled basic hours to attend the funeral of a friend, work associate, or relative not covered by "immediate family"
- (d) Additional time off may be granted without pay. Such requests shall not be unreasonably denied.
- 22.05 **Domestic Violence Leave** – The Company and the Union affirm their ongoing commitment to promote the health, safety, and well-being of employees at work. To achieve this objective, the parties are committed to supporting all ADT bargaining unit employees in addressing domestic violence and its impacts in the workplace.

Domestic and family violence is abuse by an intimate partner or family member to gain power and control, which can include physical, sexual, emotional, financial control or psychological abuse. It can be a single act of violence, or a number of acts that form a pattern of abuse. It can affect intimate partners or family members of any gender or sexual orientation who may or may not be married, common law, or living together. It can also continue to happen after a relationship has ended.

To support employees that may be impacted by domestic or family violence, the Company agrees to the following:

1. An employee who is a survivor of domestic or family violence may, subject to the criteria in paragraph 3, be granted time off from scheduled basic hours for up to ten (10) days in a calendar year, of which the first five (5) days will be time off with pay from scheduled basic hours during the necessary period of absence. Time off will be taken in increments of no less than one (1) day.
  2. The entitlements set out in paragraphs (1) and (2) may be taken by an employee to seek medical attention or to access other necessary support, consistent with the criteria set out in part 2 division 7.6 of the Alberta *Employment Standards Code* or for any other reasons deemed appropriate by the Company.
  3. The Company may request that an employee provide documentation to support the reasons for the above time off. Documentation shall be from a recognized professional such as a physician, lawyer, registered therapist or law enforcement officer.
  4. The parties recognize that domestic violence or abuse experienced by an employee may result in an increase in absences or an inability to meet performance expectations. Where there is appropriate verification from a recognized professional, an employee experiencing domestic and family violence will not be subject to discipline without giving every consideration to their personal circumstances. This statement of intent is subject to a standard of good faith on the part of the Company, the Union and affected employees, and will not be used to avoid the application of otherwise appropriate discipline.
  5. The parties acknowledge that access to support resources is critical and as such, the Company will provide resources on its intranet, including access to the employee and Family Assistance Program (EFAP). An employee who discloses that they have been impacted by domestic and family violence will be directed to appropriate resources, including support services.
  6. Where appropriate, and consistent with ADT's Workplace Accommodation Policy, the Company will implement reasonable workplace accommodations which may include adjustments to hours of work or shift schedules, transfers to a new job or work location, or other modifications that may be necessary. The Company may also extend financial assistance to an impacted employee, where it is deemed appropriate, and based on the unique circumstances of the situation.
  7. Domestic and family violence situations are highly sensitive and the Company will maintain the confidentiality of information shared by impacted employees, consistent with ADT's Privacy Code. Information will only be disclosed to other parties within ADT (e.g. Company Leaders or representatives of People & Culture) where they reasonably need to know it to carry out their duties, where it is required or permitted by law, or with the consent of the impacted employee.
- 22.06 **Serious Illness in Family** – An employee shall be allowed time off with pay from scheduled basic hours during any necessary period of absence not exceeding one (1) week occasioned by the serious illness of a close relative. Satisfactory proof of the necessity of the employee's absence must be provided when requested. An employee shall be allowed necessary time off with pay from scheduled basic hours to act as a donor for a blood transfusion for a close relative. The term "close relative" includes mother, father, spouse (including common-law), sister, brother, son, daughter and any relative of the employee who resides permanently in the employee's household or with whom the employee permanently resides. All "Step" family members are also



intended to be covered by this article.

22.07 **Independent Medical Examination** – When it is necessary for an employee during working hours to participate in an Independent Medical Examination (IME) at the Company's request or to report to the Company's Medical Department, the employee shall be allowed time off with pay for necessary absence from duty from scheduled basic hours.

**Medical Appointments** – For other medical or dental examinations or treatment, the employee shall be granted time off without pay from scheduled basic hours, subject to reasonable notice being given to their immediate manager.

22.08 **Quarantine** – An employee shall be allowed time off with pay from scheduled basic hours during a period of legally imposed quarantine.

22.09 **Miscellaneous** – An employee shall be allowed up to a maximum of one (1) day off with pay from scheduled basic hours as warranted to attend to pressing personal business. Time off for pressing personal business is only granted to an employee required to be absent to attend to a personal matter that cannot be properly served by others and for which the employee was not afforded reasonable opportunity to make alternate arrangements.

22.10 **Time required to apply for certifications** - An employee shall be allowed time off with pay required for certifications, licenses, or application for certifications or licenses required as a term of their employment.

22.11 **Unpaid Leaves of Absence** - Employees will be entitled to unpaid leaves of absence pursuant to and consistent with the Alberta *Employment Standards Code*, and this Collective Agreement.

## Article 23 – LEAVES OF ABSENCE

- 23.01 A Leave of Absence is defined as a period of excused time off without pay granted for more than nine (9) calendar days that preserves the continuity of an employee's service.
- 23.02 An employee is eligible to apply for a Leave of Absence. Leaves of Absence must be separated by at least three (3) years of continuous regular employment. Exceptions to these requirements may be granted.
- 23.03 An employee who undertakes remunerative employment while on Leave of Absence, except approved employment that is a specific condition of a leave, will have their service terminated by the Company.
- 23.04 **Election Leave**
- (a) A Leave of Absence not to exceed 90 days may be granted, without pay, to an employee who stands as an official candidate for election to any Municipal, Provincial or Federal office.
  - (b) A Leave of Absence may be granted, without pay, to an employee who is elected to a Municipal, Provincial or Federal office, for the period of the term of the office. Extensions may be granted to an employee who seeks an additional term of office. Leaves under this paragraph will maintain service continuity only. There will be no benefit coverage and service will not accumulate for pension purposes.
  - (c) Upon expiration of a Leave granted in accordance with subsection 23.04(b), every effort will be made to provide the employee a job at the same level and location as formerly held. If a suitable position is not available, the Company may agree to extend a Leave of Absence or the employee may elect an alternate position or transfer to an available position at their own expense. In its sole discretion, the Company may offer a voluntary separation package in an alternative to such return.
- 23.05 Any unpaid leave in excess of ten (10) shifts, or fourteen (14) calendar days, will require the company to provide a Record of Employment to Service Canada.

## **Article 24 – OCCUPATIONAL ACCIDENT DISABILITY ABSENCE**

- 24.01 These provisions apply to occupational disability cases that are accepted for payment by the appropriate Workers' Compensation Board. In the event that benefits are extended by the Company and the claim is subsequently rejected by the Board, the employee will reimburse the Company for any amount received in excess of the employee's non-occupational disability entitlement during the period of absence.
- 24.02 Benefits are payable to an employee who is unable to work because of a disability resulting from an on-duty injury and who provides satisfactory evidence of the disabling condition and medical treatment.
- 24.03 The Company will pay an employee their basic hourly rate of pay to the end of the employee's basic shift on the day the injury occurred.
- 24.04 The Company will pay an employee at the rate prescribed by the appropriate Workers' Compensation legislation for up to the first fourteen (14) days of the absence, pending approval of a claim by the appropriate Workers' Compensation Board. Upon acceptance of a claim by the Board for temporary disability, all payments by the Board for the first fourteen (14) days of the absence will be remitted to the Company. Following the first fourteen (14) days of the absence, an employee shall receive compensation to which they are entitled under the appropriate Workers' Compensation legislation directly from the appropriate Workers' Compensation Board.
- 24.05 For all other categories of employees accepted for payment by the appropriate Workers' Compensation Board, they shall receive compensation to which they are entitled under the appropriate Workers' Compensation legislation directly from the appropriate Workers' Compensation Board.

## Article 25 – OTHER TIME OFF

- 25.01 No employee shall suffer any loss in basic pay for time off from scheduled working hours to:
- (a) attend a meeting between the Company and a duly appointed committee of the Union,
  - (b) attend a grievance meeting with a representative of the Company, including fifteen (15) minutes of preparation time prior to the meeting,
  - (c) attend, and travel from, an arbitration hearing that involves the employee as the grievor. It is understood in these situations that the Union is responsible for all travel, board and lodging costs incurred by the grievor in travel to, from, and during the hearing.
- 25.02 An employee shall be allowed reasonable time off from scheduled working hours, without pay, to attend to all other Union business during those hours. The Company shall pay the employee for all such time off, on behalf of the Union, and the amount so paid by the Company shall be billed to and reimbursed by the Union. The amount billed to and reimbursed by the Union shall include an additional 25% to cover benefit and other Company related costs.
- 25.03 Requests for time off, pursuant to sections 25.01 and 25.02 will be made in writing, on a Company provided form specifying the reason, amount of time required and when, to the employee's immediate manager. Requests pursuant to section 25.02 must have the prior approval of the Secretary-Treasurer or designate of the Union. Requests for time off will be made as soon as practical. While requests for time off shall not unreasonably be denied, it is recognized that the approval of the request by the immediate manager is subject to service requirements.
- (a) The Company shall grant a Leave of Absence for a minimum of one (1) year and up to a maximum of three (3) years without pay to an employee requesting a full time leave for Union business as an elected Table Officer (i.e. National President, National Vice-President, Secretary Treasurer). The employee, upon returning to the Company, shall be provided a job in the same headquarters area and the same job if possible or the equivalent classification held at the time the Leave of Absence was granted.
  - (b) A Leave of Absence request to continue a full-time leave for Union business as an elected Table Officer (i.e. National President, National Vice-President, Secretary Treasurer) shall be renewed by the Company, however, after three (3) years of cumulative leave the employee upon returning to the Company shall be provided with an available job for which the employee is qualified. The Company may choose to offer a voluntary separation package to the employee at this time.

Where an employee accepts an offer of employment to work for the Union as a Local Union Representative, the Company shall grant a Leave of Absence without pay to the employee. If at any time during that Leave of Absence the employee requests to return to work, they will be provided a job in the same headquarters area and the same job if possible or the equivalent classification held at the time the Leave of Absence was granted.

## **Article 26 – JOB NOTIFICATION AND EXPRESSION OF INTEREST**

- 26.01 Where the Company chooses to fill a position on a permanent basis, the Company will send a Notification of such opportunity to all bargaining unit employees.
- 26.02 Such Notification will identify: the job title and a brief description of the working conditions and duties of the job in the Notification, timeline to submit the Expression of Interest, the skills, qualifications, experience, and abilities required for the position.
- 26.03 A copy of all Job Notifications for the bargaining unit will be sent to the Union.
- 26.04 To be considered, an employee must be performing satisfactorily on their current job, submit an Expression of Interest within the timeline set out in the Notification, and meet any minimum requirements or restrictions specified in the Notification.
- 26.05 The Company will select the most suitable applicant based on its assessment of the skills, qualifications, experience, abilities and seniority of all employees who submitted an Expression of Interest.
- 26.06 In the event that there are no suitable applicants, the Company may fill the position as it deems appropriate.

## Article 27 – LAYOFFS

- 27.01 The Company agrees that in an effort to avoid Layoffs, ADT will first endeavour to achieve reduction efforts by offering Voluntary Separation Packages as defined in Article 38. Prior to commencing the Layoff procedure, including the offering of Voluntary Separation Packages contemplated herein, the Company and the Union will meet to discuss options that may be offered to employees in lieu of Layoffs.
- 27.02 In the event that there is insufficient interest in Voluntary Separation Packages as contemplated in 27.01, or the Company's reduction efforts are not met through this process, the Company will proceed to contemplate redeployment options. Only after Voluntary Separation Packages and redeployment options have been contemplated, will the Company proceed to Layoffs, as set out in 27.03.
- 27.03 **Layoff Procedure**
- (a) The Company will endeavour to first consider options to reduce complement of employees outside of the bargaining unit prior to implementing layoffs pursuant to this Article.
  - (b) When the conditions of 27.03(a) are met, the most junior employee(s) in the job classification being reduced shall be laid off first, provided that the remaining complement of employees has the skills and experience to continue to run the operation.

## **Article 28 – TECHNOLOGICAL CHANGE**

28.01 The Company and the Union agree to meet to discuss technological change which may impact bargaining unit members including measures which may be taken to support employees in adjusting to such technological change.

## **Article 29 – BENEFITS**

29.01 Bargaining unit employees shall be entitled to the benefit plan (medical, dental, and disability) offered during bargaining. The Company reserves the right to add or modify such plans at any time for bargaining unit members provided that the overall benefit plan is maintained at a relatively equal value.

29.02 The parties agree the Company may unilaterally confer other benefits not specifically listed in the contract which are offered to non--bargaining unit employees. These benefits will be subject to terms and conditions contained in the applicable plan documents. The Company reserves the right to modify and/or terminate these benefits at any time.



**Article 30 – TWU-USW EMPLOYEE LIFE AND HEALTH PLAN (GROUP LIFE INSURANCE PROGRAM)**

- 30.01 Under proper-signed authorization by an employee covered by this Agreement, the Company agrees to deduct the required premium payments, through payroll deduction.
- 30.02 The Company and the Union agree that on the effective date of this Collective Agreement, the rules for participation in the Plan shall be modified as follows:
- (a)** For each person who becomes an employee on or after the effective date of this Collective Agreement, participation in the Plan shall be voluntary. If the person is already a member of the Plan, participation shall be automatic and immediate from the date of becoming an employee. If the person is not a member of the Plan at the date he/she becomes an employee, participation shall commence on the first day of the month following three months of service or the completion of his/her probationary period if less.
  - (b)** An employee who becomes covered by the Plan may subsequently elect to withdraw by signing an appropriate waiver of participation card provided by request of the plan office.
  - (c)** The Plan Administrator will provide to each eligible employee the appropriate forms, pamphlets, etc. required in the administration of the Plan.

### **Article 31 – RETIREMENT PLANS**

- 31.01 All employees may, subject to eligibility requirements, participate in the TELUS Defined Contribution (DC) Plan in accordance with the applicable plan document.

**Article 32 – WAGES**

32.01 **Job titles**

Call Centre

Client Rep – Retention – ADT

Client Rep – Customer Service – ADT

Client Rep – Collections – ADT

Sr. Client Rep – Provisioning – ADT

Monitoring

Monitoring Specialist I

Monitoring Specialist II

<b>Wage Group</b>	<b>Job Title</b>
A	Client Rep, Customer Service-ADT
	Sr. Client Rep, Customer Service-ADT
	Monitoring Splst I & II
B	Client Rep, Retention-ADT
	Client Rep, Collection-ADT

<b>Step</b>	<b>Wage Group A</b>	<b>Wage Group B</b>
1	\$18.50	\$20.72
2	\$19.06	\$21.34
3	\$19.63	\$21.98
4	\$20.22	\$22.64
5	\$20.82	\$23.32
6	\$21.45	\$24.02
7	\$22.09	\$24.74
8	\$22.75	\$25.48
9	\$23.44	\$26.25
10	\$24.14	\$27.03
11	\$24.86	\$27.85
12	\$25.61	\$28.36
13	\$25.90	

### Article 33 – PAYMENT OF WAGES

- 33.01 Employees will be paid by direct deposit on a bi-weekly basis, on alternate Thursdays. Payments shall be for all wages up to the Saturday prior to the pay date. The Company may, upon thirty (30) days prior notice to the Union, change the day of the week on which wages are paid/deposited.
- 33.02 When an employee wishes to ascertain details in regard to their pay they shall apply to their manager.
- 33.03 When the services of an employee who has completed three (3) consecutive months of continuous employment, but less than four (4) years, are no longer required, they shall be given a minimum of two (2) weeks' written notice, or pay in lieu of notice, unless dismissed for just cause. Employees who have completed four (4) years or more of continuous employment shall be entitled to notice, or pay in lieu of notice in accordance with the Alberta *Employment Standards Code*.
- 33.04 Company approved expenses may be reimbursed through direct deposit.
- 33.05 The parties acknowledge that the Company may initiate Commission/Incentive Pay programs to promote and support the achievement of business goals, and further acknowledge the Company's right to establish, modify and/or discontinue a Commission/Incentive Pay Programs in response to changing business requirements or changing market conditions.

### Article 34 – WAGE ADMINISTRATION

- 34.01 Wage increases shall be granted according to the wages as set forth in this agreement.
- 34.02 Wage adjustments shall be effective on the date that the increase is due.
- 34.03 (a) An employee who is permanently assigned or successfully bids to a higher paying role or position will receive the wage rate for the new role or position that is closest to and higher than their current rate of pay. The employee will then progress on the wage schedule of the new role or position, with each step increase occurring on the anniversary of the start of their new role or position.
- (b) An employee who is permanently assigned to a lower paying position will maintain their wage rate for a period of one (1) year. At the end of the one year period the employee will receive the wage rate for the lower paying position that is closest to but less than their current rate of pay. The employee will then progress on the wage schedule of the lower paying position.
- (c) An employee who successfully bids to a lower paying position will receive the wage rate for the lower paying position that is closest to but less than their current rate of pay. The employee will then progress on the wage schedule of the lower paying position.
- (d) An employee who is permanently assigned to a lower paying position as a result of a reasonable workplace accommodation will receive wage treatment consistent with (c) above.
- 34.04 A person having previous experience and/or qualifications will be hired at a rate of pay decided upon by management. The employee will then progress on the wage schedule for the position.

### **Article 35 – DIFFERENTIALS AND PREMIUMS**

- 35.01 An employee who is assigned by management to be in-charge will be paid an hourly differential of one dollar \$1.00 for each hour or portion thereof worked as an in-charge.
- 35.02 An employee will be paid an hourly premium of \$1.50 for each basic hour, or portion thereof, worked in the period from 9:00 p.m. of one day and prior to 7:00 a.m. of the following day.
- 35.03 An employee will be paid an hourly premium of \$0.65 for each basic hour, or portion thereof, worked on a Saturday or Sunday in the period between 7:00 AM and 9:00 PM.
- 35.04 In the event an employee is eligible for more than one premium, the employee will be paid only one premium in any circumstance. The premium paid will be the highest of those to which the employee is eligible. An employee receiving overtime payment is not eligible to receive any premium.

## Article 36 – OVERTIME

36.01 **Overtime** – means the hours worked in excess of the basic hours of work per day and per week established for full-time employees.

Overtime hours for:

- (a) a full-time employee, are hours worked:
  - i. after working the number of hours comprising the basic hours of work per day for a full-time employee, or
  - ii. on a rest day outside the employee's basic hours of work for that week.
- (b) a part-time employee, are hours worked:
  - i. after working the number of hours comprising the basic hours of work per day for a full-time employee, or
  - ii. in excess of the basic hours of work per week for a full-time employee.

36.02 **Continuous Overtime** – is overtime worked immediately preceding or following (including during the meal period) the basic hours of work for any employee.

36.03 **Non-continuous Overtime** – is all other overtime that may be worked by an employee.

### 36.04 **Overtime Requirements**

Overtime requirements shall be met with qualified volunteers.

### 36.05 **Payment for Overtime Worked**

Overtime hours worked after an employee has worked seven and a half (7.5) hours in a day and/or thirty seven and a half (37.5) hours in a week will be compensated at one and one-half (1½) times the employee's basic hourly rate of pay for the hours worked.

### 36.06 **Call-Out**

An employee called at home and requested to report to work, and who does come in to work call-out overtime, shall be paid the greater of:

- (a) the actual hours worked at the applicable overtime rate for the employee, or
- (b) four (4) hours' pay at the employee's basic hourly rate of pay.

36.07 Notwithstanding the provisions of section 36.06, an employee called at home and requested to work call-out overtime and who does work the overtime without having to leave the employee's residence, will be paid a minimum of three (3) hours' pay at the employee's basic hourly rate of pay or the actual hours worked at the applicable overtime rate for the employee, whichever is greater.

### **Other**

36.08 When an employee works non-continuous overtime within the eight (8) hour period prior to the start of the basic shift for that day, the start time of the basic shift on that day will be deferred without loss of basic pay equivalent to the amount of non-continuous overtime worked during that



eight (8) hour period. Payment of deferred time will be dependent upon the employee returning to work at the end of the period of deferment. This section does not apply to situations outlined in section 36.07.

- 36.09 Except as otherwise provided in this Article, an employee working overtime will be granted relief and meal periods in accordance with subsection 17.02 (b) and (c)

### **Article 37 – TRANSFER AND CHANGE OF ASSIGNMENT**

- 37.01 The Company may assign or transfer an employee, on a temporary or permanent basis, from one job title to another, as required to conduct its business efficiently and to effectively deploy and develop its employees. Without limiting the foregoing, this includes such considerations as matching available staff to workload, reasonable accommodation, placement of surplus, training and development of employees, moves associated with office closures, consolidations or centralizations, etc.
- 37.02 Wherever practicable, the Company will use the Job Notification & Expression of Interest process.
- 37.03 Where, in the Company's opinion, it is not practicable to utilize the Job Notification & Expression of Interest procedure in such situation the selection for an employee for:
- (a) a permanent transfer from one job title to another will be made by first seeking a qualified volunteer. If none are available, the employee of least seniority and who has the necessary qualifications shall be selected.
  - (b) a permanent assignment to a higher paying position will be on the basis of merit, qualifications and seniority amongst eligible employees.
- 37.04 The Union will be informed of any permanent assignment of an employee to any new position.

### **Article 38 – VOLUNTARY SEPARATION PACKAGES**

38.01 The parties agree that voluntary separation and/or early retirement incentive programs are useful in assisting the Company as it makes staffing decisions. Where the Company introduces a voluntary separation and/or early retirement incentive program the Company will review the details of the voluntary program with the Union prior to its introduction

In addition, whenever possible at least 48 hours prior to announcement of a specific offer of a voluntary program to a specified group of employees, the Company will review with the Union the functions and locations potentially impacted, the relevant timelines, as well as the approximate target reduction being sought.

### **Article 39 – COST OF LIVING ALLOWANCE**

39.01 If the March 2026 Consumer Price Index (CPI) exceeds the CPI for March 2025 by more than 4.0%, wage schedules and basic hourly rates of pay in effect on May 31, 2026 will be increased effective June 1, 2026 by a percentage figure equal to the difference between:

- (a) the percentage by which the March 2026 CPI exceeds the March 2025 CPI
- and
- (b) 4.0%

to a maximum of 1.0%

39.02 Notwithstanding the above, employees whose basic hourly rate of pay exceeds the maximum rate for their job title will not be eligible to receive the full amount of the cost of living increase. Instead, they will receive only the portion of the increase that results in their new adjusted basic hourly rate of pay aligning with the updated maximum rate for their job title in the revised wage schedule.

#### **Article 40 – DURATION**

40.01 The Agreement shall become effective on December 10, 2023 and shall remain in full force and effect up to and including three years from the effective date.

40.02 Upon coming into force of this Agreement, all prior Agreements, Letters of Agreement, Letters of Understanding, Letters of Intent, Memoranda of Agreement, or any other agreement between the parties (including predecessor organizations) shall be terminated unless specifically renewed.

40.03 Either party to this Agreement may, by written notice given to the other party before the expiry of this Agreement in accordance with the provisions of the Alberta *Labour Relations Code*, require the other party to commence collective bargaining for the purpose of renewing or revising this Agreement or entering into a new Agreement.

40.04 Where a notice to commence collective bargaining has been served, this Agreement or any continuation thereof shall remain in full force and effect until the provisions of the Alberta *Labour Relations Code* have been met.

## **MONITORING APPENDIX**

### **M1 - Preamble**

- M1.01 It is understood that the working conditions, expectations, legislative requirements, and nature of work performed in the Monitoring Department is significantly different than the majority of work performed which is covered by the main body of this Collective Agreement.
- M1.02 As a result of the urgent and highly responsive nature of the work in the department, and statutory guidelines which govern it, the Monitoring department operates on a twenty-four (24) hour, seven (7) day per week basis. It is understood that this is fundamental to the operation of this department.
- M1.03 The following terms and conditions apply specifically to those employees working in the Monitoring Department in the roles of:
- Monitoring Specialist I
  - Monitoring Specialist II

## **M2 - HOURS OF WORK & SCHEDULING**

- M2.01 There shall be more than one full-time standard work week in the Monitoring Department, as follows:
- (a) Seventy (70) hours biweekly; and/ or
  - (b) Thirty-Four (34) hours weekly.
- M2.02 The work weeks referred to above are structured as follows:
- (a) Seven (7) consecutive shifts of ten and one half (10.5) hours each (for a total of 70 hours paid biweekly). "7 & 7"; OR
  - (b) Four (4) nine (9) hour shifts per week (for a total of 68 hours paid biweekly) "4 & 3"
- M2.03 Employees working on "7&7" will regularly be scheduled to work seven (7) consecutive days, followed by seven (7) consecutive unscheduled days.
- M2.04 Employees working on "4&3" will regularly be scheduled to work three (3) of the four (4) shifts on consecutive days. Employees working on "4&3" will be guaranteed two (2) consecutive rest days.
- M2.05 All employees working on "4&3" will be required to work one (1) Saturday or one (1) Sunday shift per week.
- M2.06 The Company may at its discretion introduce new schedules in the Monitoring Department.

### M3 - MEAL AND RELIEF PERIODS

M3.01 (a) Employees will be granted meal and relief periods during basic hours of work in accordance with the table shown below:

- (i) Meal periods are unpaid and not included in the calculation of the basic hours of work and, shall be for one-half (½) hour. By mutual agreement meal periods may be extended to a maximum of one (1) hour.
- (ii) Relief periods are paid and included in the calculation of the basic hours of work. The responsible manager in each work location may designate times during which relief periods may be taken.
- (iii) There shall be a maximum of two and one-half (2½) hours between meal or relief periods.

(b) Relief and meal periods granted to an employee will be in accordance with the following shift lengths:

Shift Length	Unpaid Meal Period	Paid 10 Minute relief period	Paid 15 minute relief period
Ten and one half (10.5) Hours	1	3	0
Nine (9) Hours	1	0	2

(c) **Break Postponement**

An employee busy serving a current or potential customer of the Company when their break time or meal time arrives must continue to respond to the customer in the normal way and delay the start of their break or the time of their meal to the end of the call. The Company may require that the employee notify management of the situation and specify the start time of the break or meal.



## **M4 - WORK SCHEDULES**

- M4.01 An employee may be required to work a shift on any day of the week as determined by the company to meet service requirements.
- (a) Schedules for full time employees will cover a minimum four (4) week period and will be posted by management a minimum of twenty-one (21) days prior to the date on which they are to become effective. Rolling schedules are permitted. Management will determine the appropriate associated work group to be included on the schedule and the method of posting the schedule.
  - (b) Employees working in schedules (a) and (b) above will regularly have a start time which is consistent within one (1) hour;
  - (c) There shall be an interval of at least ten (10) hours between successive scheduled shifts.

## **M5 - PART TIME EMPLOYEES**

- M5.01 Part-Time employees in the Monitoring Department will be guaranteed a minimum of fifteen (15) hours per week.
- M5.02 Subject to the triannual review period set out herein, Part-Time employees' scheduled shifts will have start times which do not regularly vary by more than one (1) hour.

## **M6 - TRIANNUAL FORECAST & REVIEW**

- M6.01 Notwithstanding the above, on a triannual basis, the Company will engage in forecasting to ensure the current and anticipated schedules appropriately address operational concerns.
- M6.02 If the Company determines that an upcoming schedule does not appropriately address such operational concerns, the Company will engage in a “shift bid” process, as follows.
- (a) The Company will canvass employees in the associated work group for their current shift preferences;
  - (b) Upon review of the preferences expressed by employees, the Company will determine whether the schedule can be resolved by adjusting employee’s schedules based on their preferences.
- M6.03 In the event that the schedule cannot be resolved on the basis of employee preference, the Company shall adjust the schedule by reassigning employees on the basis of inverse seniority, having consideration to the qualifications and language, to address operational needs.

## **M7 - EMERGENCY SCHEDULING & OVERTIME**

M7.01 In the event that the Company determines that an upcoming schedule will not sufficiently meet demand during that period, the Company will advertise the availability of a shift or shifts, at least two (2) weeks in advance of the week the schedule begins.

M7.02 The Company will canvass for volunteers by advertising the available shifts. Employees may volunteer to work the shift once advertised. Volunteers will be selected in order of seniority. Employees will be selected to fill such shifts in the following order:

- (a) An employee in the classification with the requisite language, on the basis of seniority for whom the shift would not be overtime;
- (b) An employee in the classification with the requisite language, on the basis of seniority for whom the shift would be overtime;

Overtime for volunteers will be paid a premium of one-half (0.5) times the employee's basic rate of pay.

M7.03 (a) In the event that there are insufficient volunteers in the circumstances above, the shift or shifts will be assigned by the Company to the employee with the lowest seniority having the skills and language to perform the role on the shift.

- (b) Employees assigned overtime in the method detailed under M7.03(a) will be paid a premium of one (1) times their basic rate of pay.

M7.04 For employees on a "4&3" shift pattern, any hours in excess of 37.5 per work week or in excess of their regularly scheduled daily hours in one day, will be considered overtime.

M7.05 For employees on a "7&7" shift pattern, any hours in excess of 75 hours biweekly or in excess of 10.5 hours in a day, will be considered overtime.

## **M8 - OVERTIME IN MONITORING**

- M8.01 **Overtime** – for the purpose of the Monitoring Appendix, including the threshold at which overtime is triggered, is set out in the Emergency Scheduling and Overtime provisions above.
- M8.02 **Continuous Overtime** – is overtime worked immediately preceding or following the basic hours of work for the employee. Unpaid meal periods do not break continuity for these purposes.
- M8.03 **Non-continuous Overtime** – is all other overtime that may be worked by an employee.

## **M9 - CALL-OUT**

M9.01 The following provisions apply in situations when an employee is called at home and requested to report to work, and who does work, shall be paid the greater of:

- (a) the actual hours worked at the applicable overtime rate for the employee; or
- (b) four (4) hours' pay at the employee's basic hourly rate of pay.

## M10 - PUBLIC HOLIDAYS

M10.01 The following days will be observed as paid holidays:

- New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- Labour Day
- Thanksgiving Day
- National Day for Truth and Reconciliation
- Remembrance Day
- Christmas Day
- Boxing Day.

M10.02 Holiday pay shall be the employee's basic rate of pay.

M10.03 Part-Time employees shall receive payment for holidays on a pro-rata basis calculated on the number of basic hours worked in the twenty (20) working days immediately preceding the holiday. If the pro-rata holiday entitlement equals or exceeds three-quarters (3/4) of a day, one (1) full day's pay shall be given.

M10.04 Notwithstanding the provisions in M10.01, M10.02, and M10.03:

- (a) An employee who has not acquired thirty (30) days' service in the latest period of employment prior to the date of a holiday, shall not be entitled to holiday pay.
- (b) Holiday pay provisions are not applicable to an employee while on leave of absence unless they are entitled to wages for at least fifteen (15) days in the thirty (30) calendar day period immediately preceding the holiday.

## **M11 - PAY FOR WORK ON A HOLIDAY**

M11.01 An employee who works on a holiday shall be paid a premium of one (1) times the employee's basic hourly rate of pay for each basic hour worked on the holiday in addition to any holiday pay to which the employee may be entitled.

M11.02 An employee scheduled to, but who does not work on the holiday will not be paid for the holiday unless their absence is due to sickness or similar unavoidable cause.



## **MEMORANDUM OF AGREEMENT – PERFORMANCE BONUS PROGRAM**

The Performance Bonus Program enables eligible ADT team members to share in the company's success. It is designed to focus team member attention on the importance of achieving organizational success, annual business goals and a high level of personal performance and reinforces the relationship between them. By linking a component of pay to business success, team members are able to share in the risks and rewards of running the business.

The program as determined by ADT Security Services Canada, is subject to modification at management's discretion to better reflect corporate goals and business developments and may include an individual component. Information concerning the program may be found on the corporate intranet.

Subject to the program's targets being achieved, an eligible employee will receive a potential payout based on a target percentage of the employee's eligible basic earnings as determined by the plan. The target percentage for all team members is 5%.

The payout schedule will be determined by the program for that year.

Performance Bonus payments will be subject to the provisions of Article 7 related to dues deduction.

### **Payment of First Performance Bonus Following The Effective Date:**

Subject to the program's targets being achieved, the performance bonus payment will be made to eligible employees in accordance with the timelines of the TELUS Performance Bonus Program.

## LETTER OF UNDERSTANDING – LEGACY EMPLOYEES IN MONITORING

*[DOES NOT FORM PART OF THE COLLECTIVE AGREEMENT]*

The Parties acknowledge that as a result of legacy acquisitions and historical practice, three (3) employees below within the Monitoring Department are scheduled to work in a manner which is inconsistent with the rest of the department, and which does not reflect current or anticipated Organizational practice.

The three employees have been and will continue to be scheduled on a “5&2” schedule, with five (5) consecutively scheduled days between Monday and Friday, for a total of 37.5 paid hours weekly.

In the event that one of the employees governed by this Letter of Understanding requests, and is moved to a new schedule, they forfeit their right to return to the “legacy schedule” set out herein.

The employees governed by this Letter of Understanding are:

- Usha Sashi
- Jennifer Petruzka
- Michael Quero

## LETTER OF UNDERSTANDING – TRANSITION TO WAGE GRID AND PLACEMENT OF EXISTING EMPLOYEES ON GRID

*[DOES NOT FORM PART OF THE COLLECTIVE AGREEMENT]*

The Parties acknowledge their mutual intent to have clarity in respect of the transition of existing employees as of the effective date to the Wage Grid as agreed upon in the course of bargaining, which is contained within the Collective Agreement at Article 32.

The following reflects the agreement between the Parties with respect to this transition:

- The Parties have agreed upon the Wage Grid at Article 32 of the Collective Agreement.
- Existing employees will be transitioned to the Wage Grid based on their current rate of pay, under the following transition rules:
  - Employees will be moved on the Effective Date **December 10, 2023** to the Wage Grid to the step on the Grid that is closest to the employee's current rate of pay, but higher than the employee's current rate.

For further clarity, existing employees will be transitioned within the three categories as follows:

### **GROUP 1: Employees with less than .5% difference between their existing rate of pay and closest step on the Wage Grid**

- Employees will "skip" the closest step and be placed on the next step on the Wage Grid.
- The Effective Date will then become the employee's anniversary date for the purpose of future wage progression increases.

### **GROUP 2: Employees with greater than or equal to .5% but less than 2% difference between their existing rate of pay and closest step on the Wage Grid**

- Employees will move to the closest step on the Grid which is above the existing rate of pay; and
- After six months, employees in this group will move to the next highest step of the Wage Grid.
- This date (i.e. six months after the effective date) will become the employee's anniversary date for the purpose of future wage progression increases.

### **GROUP 3: Employees with greater than or equal to 2% difference between their existing rate of pay and closest step on the Wage Grid**

- Employees will move to the step on the Wage Grid which is closest to, but higher than, the employee's current rate of pay.
- The Effective Date will then become the employee's anniversary date for the purpose of future wage progression increases.

**LETTER OF UNDERSTANDING – TRANSITION TO GRID AND PLACEMENT OF EXISTING EMPLOYEES ON GRID**

*[DOES NOT FORM PART OF THE COLLECTIVE AGREEMENT]*

Employees in the bargaining unit to whom this transition applies are grouped, for the purposes of this Letter of Understanding, as follows:

**Group 1:**

<b>Last Name</b>	<b>First Name</b>
Bikwimde	Lovette
Cisse	Alimatou
Fea	Scott
Gill	Veerpal
Kabuya	Placide
Raveinthiran	Anushia
Rebollido	Bertrand
Wooster	Tammy

**Group 2:**

<b>Last Name</b>	<b>First Name</b>
Abrar	Stelbenat
Adams	Annika
Banza	Paye
Bhangu	Ramanjeet
Brooks	Laura
Carbajal Nava	Cesar
Chayer	Isabelle
Chmura	Angelika
Coghiel	Caren
Esparrago	Andrian
Fowler	Caroline
Gillett	Nathan
Gordon	Jennifer
Gravelle	Manon
Hanif	Mujtaba
Henry	Natalie
Henwood	Susan
Kagiye	Gloriose
Kaur	Tarandeep

Keizer	Tammy
Lucero	Alana
Lysyj	Steven
Malok	Lilia
Marois Mckenzie	Jeffrey
Massac	Charles
Mimee	Luke
Narayanaparambath	Ekta
Odetola	Oluwaseun
Osman	Kaltoum
Pandey	Mridula
Peter	Cynthia
Quero	Michael
Rababa	Nada
Raza	Rehan
Sarngadharan	Salini
Smith	Jennifer
Souare	Aissatou
Thai	Thuy

**Group 3:**

Last Name	First Name
Abdelhak	Kawtar
Agyebit	Emmanuella
Anaki	Gabriel
Aney	Marie
Ansu	Davis
Asomani	Jennifer
Bahemia	Yasin
Balasubramaniam	Umesh
Balde	Mariama
Barnes	Dana
Baweja	Amardeep
Bedell	Rufus
Benmeggoura	Maroua
Bhoowabul	Neelash
Bhullar	Yashneet

Bourammane	Rachida
Braak	Denise
Bull-Perry	Kyssandra
Calanza	Stevenson
Catalli	Alexander
Cerdas Calvo	Deyanira
Chichenko	Adrien
Chitsaya	Natacha
Costella	Shannon
Cronkrite	Kelsey
Currie	Jeffrey
Demgne Kamdem	Mariette
Ezeli	Chioma
Finny	Jisha
Gadura	Swati
Hamrazian	Thomas
Hebert	Michaela
Herrera Jimenez	Julian
Ho	Hong
Humphrey	April
Hunter	Cody
Irakoze	Sandra
Ismail	Asia
Joshi	Shashank
Jugessur	Gowmatee
Kainthrai	Simrandeep
Kanneh	Blama
Kasinski	George
Kaur	Mansumeet
Kaur	Upinderjeet
Kaur	Harkiran
Kelnar	Shawna
Khella	Nancy
Khosa	Harmanpreet
Kon	Anok
Lapointe	Dany
Leith	Savannah
Lord	Nicole

MacDonald	Kerry
Malhi	Sandeep
Martin	William
Mehri	Nooria
Melgar	Rafael
Muraleedharan	Anuranj
Narrainen-Sanassy	Hageelesvaree
Ndiaye	Ndeye
Ngusty Epse Kofi	Claire
Noumbiap	Jeannette
Oira	Yuri
Oladoyin	Chidinma
Olliver	Gordon
Onowhakpor	Efeoghene
Owen	Osarugue
Petersen	Bonnie
Petruska	Jennifer
Poupart	Jennifer
Ramos	Dayra
Regaieg	Ines
Remy	Enock
Rogoveny-Akogbeto	Jean-Rene
Roy	Priyanka
Sadioura	Reet
Sall	Steven
Sammartino	Devyn
Shah	Rushvi
Shahi	Usha
Sidhu	Ranjit
Solomon	John
Soukup	John
Stewart	Katrina
Sumal	Juvrajvinder
Sundh	Amanpreet
Thaha	Mohamed
Thaha	Muhammad
Thompson	Jamilla

Vangool	Mataya
Watson	Tara
Wilk	Eve
Williams	Christine
Young	Helen



## LETTER OF UNDERSTANDING – RED CIRCLED EMPLOYEES

*[DOES NOT FORM PART OF THE COLLECTIVE AGREEMENT]*

The Parties acknowledge their mutual intent to acknowledge and identify employees within the bargaining unit whose pay exceeds the steps on the Wage Grid as negotiated by the parties, at Article 32 of the Collective Agreement. These individual employees are identified as “Red Circled” for the purpose of this Agreement, and this Letter of Understanding.

Red Circled employees will receive a one-time two percent (2%) wage increase on the Effective Date. During the life of the first negotiated Collective Agreement [2023-2026] Red Circled employees shall receive no future wage increase.

Subsequently, Red Circled employees will not receive any increase until such time that the top end of the Wage Grid in Article 32 exceeds their rate of pay.

Employee ID	Last Name	First Name	Job Title
00955713	Ching	Aspire	Client Rep, Customer Service-ADT
00955716	Kirkpatrick	Thomas	Client Rep, Customer Service-ADT
00955720	Painchaud	David	Client Rep, Customer Service-ADT
00955725	Langdon	Ivan	Client Rep, Customer Service-ADT
00955733	Bushfield	Brad	Client Rep, Customer Service-ADT
00956035	Leighton	Sarah	Client Rep, Customer Service-ADT
00956037	Keddy	Josephine	Client Rep, Customer Service-ADT
00956039	Grubb	Loretta	Monitoring Splst II
00956166	Hynes	Tina	Client Rep, Collection-ADT
00956167	Matthews-Keenan	Tova	Client Rep, Collection-ADT
00956172	Cameron	Pearl	Client Rep, Collection-ADT
00956211	Brown	Lorraine	Client Rep, Retention-ADT

**LETTER OF UNDERSTANDING – QUESTION LINE**

*[DOES NOT FORM PART OF THE COLLECTIVE AGREEMENT]*

The parties acknowledge their mutual intent to identify that the individuals set out below are the only employees currently receiving a \$1.25 premium for taking calls in respect of the “Question Line”, as part of their regular job duties.

It is agreed between the parties that this premium exists only in respect of the individuals so identified below, and does not exist elsewhere within ADT Security Services Canada.

The individuals identified below will receive a one-time permanent increase to their base hourly rate of (one dollar and twenty five cents) \$1.25 on the Effective Date of this Collective Agreement.

It is agreed between the parties that this function is considered a normal part of most roles within the bargaining unit, and will not be recognized elsewhere as a premium.

<b>Name</b>	<b>Current Rate of Pay</b>	<b>Adjusted Rate of Pay</b>
Jeff Currie	\$22.34	\$23.59
Jennifer Gordon	\$21.23	\$22.48
Jessica Thai	\$20.06	\$21.31
Scott Fea	\$19.52	\$20.77
Tarandeep Kaur	\$20.00	\$21.25
Andrian Esparrago	\$20.00	\$21.25

For greater clarity, employees identified herein will also transition to the Wage Grid pursuant to the Letter of Understanding – Transition to Wage Grid, and will receive the Lump Sum Payment, subject to the terms and conditions of the relevant Letters of Understanding, and Memorandum of Agreement.

**LETTER OF UNDERSTANDING – PAYMENTS UNDER THE MEMORANDUM OF AGREEMENT:  
LUMP SUM PAYMENTS**

*[DOES NOT FORM PART OF THE COLLECTIVE AGREEMENT]*

The Parties agree to the following with respect to the payment of the 2023 lump sum payment.

An employee in the bargaining unit on the Effective Date of the Collective Agreement shall be entitled to a one-time Lump Sum Payment of **two thousand two hundred fifty dollars (\$2250)**, subject to the terms of this payment, as set out below.

The lump sum payment will be made within sixty (60) days of the Effective Date of the Collective Agreement.

To be eligible for the lump sum pursuant to this Letter of Understanding, the employee must be on the active payroll of the Company on the Lump Sum Payment Date (“Payment Date”).

For employees not on the active payroll of the Company on the Payment Date the following will apply:

- A. For employees on Maternity Leave, Parental Leave, Compassionate Care Leave or Domestic Violence Leave, if the employee returns to the active payroll of the Company within eighteen (18) months of the Payment Date, the Lump Sum payment shall be made within thirty (30) days following their return to work;
- B. For employees on long term disability or any other leave not referenced in (A) above, if the employee returns to the active payroll of the Company within twelve (12) months of the Payment Date and completes sixty (60) days of continuous employment thereafter, then the Lump Sum payment shall be made within thirty (30) days following the completion of the sixty (60) day working period.

The lump sum payment will not be included as eligible basic earnings for the purposes of payments made under the Performance Bonus program nor as eligible compensation for contributions to the Employee Share Plan.

The lump sum payments will not be subject to:

- The provisions of Article 7 (Dues Deductions);
- Employee or Company contributions to the pension plan, and will not be deemed to be part of the employee’s personal earnings; and/or
- Vacation pay adjustment under the relevant provisions of the Collective Agreement.

Except as noted above, all other terms related to this payment are as stated in the Memorandum of Agreement.

**LETTER OF UNDERSTANDING – LUMP SUM PAYMENT & VOLUNTARY SEPARATION PACKAGES**

*[DOES NOT FORM PART OF THE COLLECTIVE AGREEMENT]*

Pending a successful Union ratification vote on or by November 18, 2023, individual employees who have opted to accept to the Voluntary Separation Package offered in 2023, and who are scheduled to depart in January, 2024, are eligible to receive the lump sum payment referred to in Letter of Understanding – Lump Sum.

## MEMORANDUM OF SETTLEMENT

**BETWEEN:**

**ADT**

**(“ADT”)**

**And**

**TELECOMMUNICATIONS WORKERS UNION,  
USW LOCAL 1944**

**(“TWU” or the “Union”)**

The parties hereby agree that the terms of settlement shall consist of:

1. The document set out as Attachment “A” to this Memorandum of Settlement (“MOS”) which will represent the Collective Agreement between the parties.
2. The following documents set out as Attachment “B” to this Memorandum of Settlement, which are binding on the parties but will not form part of the Collective Agreement:
  - a. Letter of Understanding– Transition to Wage Grid and Placement of Existing Employees on Grid
  - b. Letter of Understanding – Red Circled Employees
  - c. Letter of Understanding – Question Line
  - d. Letter of Understanding – Payments Under The Memorandum of Agreement: Lump Sum Payments
  - e. Letter of Understanding – Lump Sum Payment & Voluntary Separation Packages

3. **Within five (5) days** of the ratification of this Collective Agreement, the TWU agrees to the following:

The Union shall Inform the Alberta Labour Relations Board that the parties have ratified a first collective agreement, and, as a result the TWU irrevocably withdraws Board File No. GE-08783 being the Unfair Labour Practice Complaint brought by the Union affecting ADT Securities Services Canada, Inc./Services De Securite ADT Canada, Inc. , and TELUS Communications, Inc. Within five (5) days of the ratification of this Collective Agreement, the Union shall submit the necessary written request to the ALRB, or file the appropriate forms, indicating that the parties have ratified a first Collective Agreement, which resolves the substance of the Board File referred to herein. The Union agrees that it will not reactivate this file and that the issues raised in this file will not be the subject of any future proceedings brought by the Union before the ALRB or in any other forum.

4. The undersigned representative of the TWU in the negotiations with ADT, undertakes to present for ratification the above cited terms of settlement which, other than the document referred to in paragraph 2 above, shall form the Collective Agreement between the parties and to sign a Collective Agreement and the documents cited in paragraph 2, above, in accordance with the above cited terms of settlement, by no later than **November 18, 2023**.
5. The undersigned member of the Bargaining Committee for ADT, being duly authorized in the present negotiations with the TWU hereby undertakes, on behalf of ADT, to sign a Collective Agreement and the document cited in paragraph 2 in accordance with the above cited terms of settlement, should the said terms be ratified by November 18, 2023.

6. The undersigned representative of the TWU in the negotiations with ADT and the members of the Union negotiating committee undertake to unanimously, jointly and severally recommend the ratification of this Memorandum of Settlement and enclosed tentative agreement to their union executive as well as to their members.
7. If ratified by the above noted date referenced in paragraph 4 and 5, the effective date of the Collective Agreement will be **December 10, 2023 (“Effective Date”)**
8. Notwithstanding paragraphs 4, 5, and 7 the parties acknowledge that the implementation of provisions of this first Collective Agreement may require changes to ADT’s systems and that these changes may not be completed by the Effective Date. In the case of any provisions of the Collective Agreement that come into effect on the Effective Date but cannot be implemented by the Effective Date, ADT agrees to (i) notify the TWU; and (ii) implement the provision retroactive to the Effective Date.

IN WITNESS WHEREOF,            we have signed this on \_\_\_\_\_ day of \_\_\_\_\_ 2023

**TELECOMMUNICATIONS WORKERS UNION,  
USW LOCAL 1944**

**ADT**

\_\_\_\_\_

[name of signatory]  
[title]

\_\_\_\_\_

[name of signatory]  
[title]