

COLLECTIVE AGREEMENT

Between

AAA Alarm Systems Ltd.
(hereinafter referred to as the “Company”)

- and -

**International Brotherhood of
Electrical Workers Local 435
(IBEW)**
(hereinafter referred to as the “Union”)

April 28, 2013– April 27, 2016

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ARTICLE 1 - PREAMBLE

- 1.01 AAA Alarm Systems Ltd., hereinafter shall be referred to as the “Company” and Local 435 of the International Brotherhood of Electrical Workers (AFL-CIO-CLC) hereinafter shall be referred to as the “Union”.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.01 The Union recognizes that it is the exclusive function of Management to manage the affairs of the business.
- 2.02 The Company will supply the Union with the names and positions of its representatives who may be called upon to administer this Agreement and will keep such list up-to-date.
- 2.03 All matters concerning the operation of the Company not specifically dealt with in this Agreement shall be reserved to Management and be its exclusive responsibility.
- 2.04 In administering this Agreement, the Company shall act reasonably, fairly and in good faith, and in a manner consistent with the Agreement as a whole.

ARTICLE 3 – RECOGNITION AND SCOPE

- 3.01 AAA Alarms recognizes the Union as the sole and exclusive Collective Bargaining Agent for all employees of AAA Alarm Systems Ltd., employed as Service Technicians in the Province of Manitoba, covered by Certificate No. MLB-6184, save and except Managers, Supervisors, and those excluded by the Act.
- 3.02 The Company will advise the Union of the name, address and personal telephone number of newly hired employees upon their engagement.

The Company further agrees that the IBEW Business Manager or designate shall be provided a maximum of fifteen (15) minutes during regular working hours to meet with a new employee(s). The meeting shall be scheduled by the Company at a time mutually acceptable to the Company and the Union. It is agreed and understood that the purpose of such a meeting shall be for the IBEW Business Manager or designate to introduce himself/herself and to provide the employee(s) with a copy of the Collective Agreement. All arrangements for such meetings shall be arranged through the AAA Alarms Human Resources Department.

- 3.03 The Company will provide a suitable bulletin board for the convenience of the Union in posting meeting notices. All such notices must be signed by the proper officer of the Union and a copy submitted to the Company before being posted.
- 3.04 The Union will supply the Company with a list of executive and committee members and will keep such lists up-to-date.
- 3.05 The Company and the Union agree that they will not discriminate against any employee covered by this Agreement by reason of their Union membership.

ARTICLE 4 - DEFINITIONS – EMPLOYMENT STATUS

- 4.01 **Employee:** is any person employed by the Company and covered under the terms of this Agreement.
- 4.02 **Probationary Employee:** is a new full-time employee engaged for a period of three (3) consecutive months or a new part-time employee engaged for a period equivalent to the accumulation of three (3) months service to determine their suitability for engagement as a Full-time or Part-time employee.
- 4.03 **Full-time Employee:** is an employee who has completed the probationary period and works the basic weekly hours of work.
- 4.04 **Part-time Employee:** is an employee who has completed the probationary period and who is normally required to work less than the basic weekly hours of work.

ARTICLE 5 - DEDUCTION OF UNION DUES

- 5.01 In accordance with Section 76 (1) of the Manitoba Labour Relations Act, the Company agrees, upon written request by the Union, to deduct from the salary of individuals covered by this Agreement, whether or not the individual is a member of the Union, an amount of the regular bi-weekly Union dues and remit the amount and the names of the employees from whose wage deductions have been made, along with their current hourly rates, to the Union within three (3) weeks of the date of deduction.
- 5.02 The Union shall indemnify and save harmless the Company, from any losses, damages, costs, liabilities or expenses suffered or sustained by the Company as a result of any such deduction or deductions from payrolls.
- 5.03 The Company will notify the Union of those employees covered by this Collective Agreement who have separated from the Company or are on a leave of absence.

ARTICLE 6 – WAGES

- 6.01 Employees will be paid every two (2) weeks on Friday for all work performed in the two (2) week period ending the preceding Monday at 9:00 a.m. In the event of a holiday falling on a pay date, payment will be made on the preceding work day.
- 6.02 **Effective April 28, 2013 employees on the payroll will receive a 2.0% general wage increase.**
- Effective April 28, 2014 employees on the payroll will receive a 1.5% general wage increase.**
- Effective April 28, 2015 employees on the payroll will receive a 2.0% general wage increase.**
- 6.03 The Wage Progression Schedule for employees covered by this Agreement is set out in Appendix “A” of this Agreement.

ARTICLE 7 – HOURS OF WORK

- 7.01 The Company may schedule and assign employees to a Basic Work Week Schedule. The Basic Work Week Schedule will be forty (40) hours, with eight (8) hours worked in a day.
- 7.02 A Compressed Work Week Schedule may be established by the Company which will have daily regularly scheduled hours in excess of eight (8) hours and average weekly hours of forty (40), over the rotation cycle of the schedule. A full-time employee can choose to work the Compressed Work Week Schedule that has been established on an individual voluntary basis.
- 7.03 The Basic Work Week Schedule or Compressed Work Week Schedule may vary at different time periods, according to operating needs. Work Week Schedules will be posted monthly, no later than seven (7) days in advance.
- 7.04 “Shift Trades” will be allowed, with the prior approval of the Company, within a bi-weekly shift rotation, providing that such trades do not result in overtime.
- 7.05 Overtime premium shall be 1.5 times the employee’s regular hourly rate for time worked.
- 7.06 Banked Overtime

An employee working overtime for which he/she is entitled to payment at the rate of 1.5 times his/her regular wage rate, shall elect to be paid for such overtime in accordance with the following:

- a) Such overtime to be paid for at the overtime rate; or
- b) The option of receiving 1.5 times off.

If the employee elects to receive time off in lieu of overtime rates he/she shall inform his/her Manager of this option prior to reporting such overtime.

The maximum amount of time an employee may bank and maintain will be equivalent to 60 hours (straight time).

Banked overtime leave will be taken as leave at a time mutually agreeable to the employee and his/her Manager. Such leave will be scheduled in one half (1/2) day units or full day units during slow periods. Leave will not be granted if it would directly result in more overtime. Where the demands of service necessitate, the Company shall have the right to defer a leave request. Any scheduled leave may be cancelled on twenty four (24) hours notice due to unforeseen circumstances. One half (1/2) day units or full day units are based on an eight (8) hour work day.

An employee may elect to have his/her banked overtime paid on his/her regular paycheck. Such payment will only be made in increments of one (1) day or for 100% of all banked overtime credits.

An employee must receive payment in full for all outstanding banked overtime prior to the 30th day of April. No carry over will be allowed.

Payout shall be based on the employee’s regular rate of pay at the time of payout.

The scheduling of annual vacations shall take precedence over banked overtime leave.

At the employees request, banked overtime provisions shall apply to a Company statutory holiday which is included as part of an employees' regular schedule.

Company service requirements will take precedence over seniority when considering requests for banked overtime leave.

ARTICLE 8 – ANNUAL VACATIONS

- 8.01 The vacation year is from May 1st to April 30th of the following year.
- 8.02 Full-time employees vacation entitlement will depend on years of service while Part-time employees will be paid a vacation pay based on years of service and the corresponding percentage, all based on the below table.

<u>Completed Years of Service</u>	<u>Weeks of Vacation</u>
0 – 1 year	2 weeks pro-rated (4%)
1 – 4 years	2 weeks (4%)
5 – 12 years	3 weeks (6%)
13 – 20 years	4 weeks (8%)
21 – 30 years	5 weeks (10%)
30+ years	6 weeks (12%)

All vacation time shall be scheduled and approved by the Company.

- 8.03 Vacation time will be allocated with seniority as a guide, with longer serving employees normally having the first choice of available times.
- 8.04 Vacation Schedules will normally be sent out in the 1st week of April.
- 8.05 Employees shall take their vacation entitlement within the vacation year.
- 8.06 When a general holiday falls within an employees vacation time, it is not considered a used vacation day.
- 8.07 An employee may not continue to work and take vacation pay in lieu of taking a vacation.

ARTICLE 9 – GENERAL HOLIDAYS

- 9.01 Employees shall be entitled to the following general holidays:

New Year's Day	Labour Day
Louis Riel Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Floater Day

- 9.02 In order to be paid for a general holiday, an employee must work the regularly scheduled shift before and after the holiday or have received approval from the Company to be absent on either of those days.

- 9.03 If a general holiday falls on a weekend, the Company will advise which work day will be taken off in lieu of the general holiday.
- 9.04 Holiday pay will be computed at an employee's regular wage rate or, in the case of a Part-time employee, the average wage rate of the 30 days before the general holiday, not including any overtime wages.
- 9.05 If a general holiday falls on a Monday, employees will be paid the hours in lieu relating to that holiday, in the pay period in which the general holiday falls. Any hours worked on a general holiday prior to Monday at 9:00 a.m., will be paid on their current pay cheque.
- 9.06 An employee who is required to and does work on a general holiday shall be paid at one and one-half times their regular hourly rate of pay for all hours worked on a general holiday, and in addition, they shall be paid their regular rate of pay for the hours worked on the holiday, if so entitled.
- 9.07 Employees shall be entitled to one (1) Floater Day. The Floater Day shall be arranged by the Company and the employee in accordance with the requirements of service. The Company reserves the right to deny any dates requested by employees.

ARTICLE 10 - UNION LEAVES OF ABSENCE

- 10.01 Leaves of absence without pay shall be granted to employees for conducting of Union business provided permission is granted by the Company. Notice will be given in writing to the Human Resources Representative as soon as the employee becomes aware of the need for the leave, but with no less than a minimum of five (5) working days notice for leaves not in excess of two (2) weeks and no less than a minimum of one (1) month's notice for leaves not in excess of one (1) year.
- 10.02 Union leave will not be unreasonably denied. Employees will continue to accrue seniority for such leaves.
- 10.03 The Company will maintain the wages for an Employee on a Union leave for a maximum of two (2) weeks and will invoice the Local Union for any wages paid to the employee while on said leave.

ARTICLE 11 - SENIORITY

- 11.01 Seniority for Full-time employees shall be defined as the length of continuous service with the Company from the most recent date of hire. Full-time employees shall have a seniority date established upon completion of their probationary period, retroactive to the date of hire.
- 11.02 Seniority for Part-time employees shall be defined as total regular hours worked from their most recent date of hire converted to years, weeks and days. Part-time employees shall have a seniority date established upon completion of their probationary period, retroactive to the date of hire. It is agreed and understood that regular hours do not include overtime hours.
- 11.03 An employee who changes status will be credited with their accumulated seniority at that date and have their seniority date adjusted accordingly.

- 11.04 Seniority shall be considered broken and employment shall be deemed to be terminated when an employee:
- a) Resigns or is dismissed.
 - b) Has been laid off for a continuous period in excess of six (6) months.
 - c) Fails to return to work on the completion of an authorized leave of absence.
 - d) Fails to return to work on date of recall.
- 11.05 The Company will maintain a seniority list showing the date upon which each employee's service commenced. A copy of an up-to-date seniority list shall be sent to the Union by September 1st of each year.

ARTICLE 12 - LAYOFF AND RECALL

- 12.01 **In the event of a layoff, employees shall be laid off in ascending order of seniority providing that the remaining senior employee(s) is qualified to satisfactorily perform the required work.**
- 12.02 The Company will provide an employee(s) with two (2) weeks notice (or pay in lieu of said notice) of layoff in writing and will provide the Union a copy of such notice.
- 12.03 **Laid off employees shall have the right to be recalled for up to twelve (12) months. In the event of a recall, employees shall be given the opportunity of recall in order of seniority within a classification in advance of the hiring of new employees providing the senior employee(s) is qualified to satisfactorily perform the required work.**
- 12.04 Employees are responsible for keeping the Company advised of their current address and telephone number.

ARTICLE 13 - DISCIPLINARY ACTION

- 13.01 The Company reserves the right to discipline and discharge employees for just cause.
- Note:** The just cause provisions do not apply to Probationary employees. Probationary employees shall have no recourse to the grievance and arbitration articles of this Agreement.
- 13.02 The Company agrees, except in the case of verbal discussions, to notify the Union in writing within seven (7) days of all cases of dismissal, suspension or other disciplinary action.
- 13.03 The Company shall inform an employee of his/her right to have a Union Representative present at any reprimand/disciplinary meeting.

ARTICLE 14 – GRIEVANCE PROCEDURE

- 14.01 A grievance shall mean any difference relating to the meaning, application or alleged violation of this Agreement.

- 14.02 When a grievance is submitted in writing, it shall be on a grievance form.
- 14.03 **STEP ONE:** The grievor or the grievor accompanied by a Union Representative shall discuss the grievance with the immediate Manager or designate within ten (10) working days of the date the grievor became aware of, or reasonably should have become aware of, the alleged grievance. The immediate Manager or designate shall have five (5) working days from the date of this discussion in which to reply verbally.
- 14.04 **STEP TWO:** If a settlement is not reached at step one, the grievance may be submitted in writing by the Union Representative to the Human Resources Representative within ten (10) working days of the disposition of the matter at step one. The Company shall, within ten (10) working days, convene a meeting. The Human Resources Representative or designate shall reply in writing within five (5) working days following the step two meeting.
- 14.05 **STEP THREE:** If a satisfactory settlement is not reached at step two, the grievance may be submitted to the General Manager within fifteen (15) working days of the disposition of the matter at step two. The Company shall, within ten (10) working days, convene a meeting. The General Manager or designate shall reply in writing within five (5) working days following the step three meeting.
- 14.06 Time limits specified in steps one through three may be extended at any time by mutual agreement.
- 14.07 Working days referred to herein are deemed to be Monday through Friday and do not include Statutory Holidays.
- 14.08 Company responses will be given or sent to the grievor or Union Representative who initiated the Step.
- 14.09 Grievances relating to a discharge or suspension will commence at step two of the Grievance Procedure.
- 14.10 The wages of the grievor and steward, where applicable, will be maintained if the grievance meeting occurs during their respective working hours.
- 14.11 A Union policy grievance is a grievance submitted by the Union. A Union policy grievance shall not deal with matters that may or could have been the subject of a grievance of an employee or group of employees. If the Union has a policy grievance, such grievances shall commence at step two.

A Company grievance shall be submitted to the Business Manager of the Union. The aggrieved party within ten (10) working days from the date that the aggrieved party became aware of, or reasonably should have become aware of the alleged grievance, shall submit to the other party the grievance in writing. The grievance, when presented in writing, shall be signed by an authorized representative of the Union or the Company, and shall contain a summary of circumstances giving rise to the grievance, the provision(s) of the Agreement considered violated and, the particulars of the remedy sought.

ARTICLE 15 – ARBITRATION

- 15.01 A grievance can proceed to arbitration only where the provisions of the grievance process have been exhausted.

- 15.02 A grievance shall proceed to Arbitration if either party makes service upon the other of written notice within fifteen (15) working days of the step three grievance response.
- 15.03 Within ten (10) working days of notice being provided, each party will appoint a member to a Board of Arbitration, who will in turn, within a further five (5) working days, appoint on a rotation basis, the Chairperson from the list of individuals below.

William Hamilton
Arne Peltz
Gavin Wood
Blair Graham

- 15.04 In the event that said Arbitrator is not available for the matter in question to be heard, the parties agree to move to the next Arbitrator on the list to act as Chairperson.

ARTICLE 16 - HEALTH AND SAFETY

- 16.01 The parties to this Agreement agree to co-operate in the promotion of a safe and healthy environment and recognize the maintenance and development of these conditions as a common objective.
- 16.02 The Company and the Union will work collaboratively to prevent and correct any situations and any conduct that may compromise employees' health and safety.
- 16.03 The Company agrees that the Union may select representatives to a Workplace Safety and Health Committee that has been established as per the Workplace Safety and Health Act.
- 16.04 The Company shall allow each member of the Committee, the Safety and Health representative, or their respective designates, to take educational leave for a period of two (2) normal working days each year without loss of pay or other benefits for the purposes of attending workplace safety and health training seminars, programs or courses of instruction offered by the Workplace Safety and Health Division or approved by the Workplace Safety and Health Committee.

ARTICLE 17 - STRIKES AND LOCKOUTS

- 17.01 The Union and the Company agree that there will be no strikes or lockouts during the term of the Collective Agreement.

ARTICLE 18 – SICK LEAVE

- 18.01 A Full Time employee will have their Annual Paid Sick Leave Benefit, based upon their completed years of service, placed in their Sick Leave Bank as outlined below.

<u>Completed Years of Service</u>	<u>Paid Sick Leave Benefits</u>
1	1 day
2	3 days
3	5 days

18.02 Where an employee is on an authorized absence from work due to sickness, they will receive the regular wages (does not include overtime) they would have been paid for the day(s) they were absent, up to the maximum entitlement of their Paid Sick Leave Bank.

ARTICLE 19 - DURATION

19.01 This Agreement shall become effective on **April 28, 2013** and shall remain in force until **April 27, 2016**, and will remain in force year to year thereafter, unless either party notifies the other not more than ninety (90) days and not less than thirty (30) days prior to the date of expiry, or anniversary of such date, of its intent to modify this Agreement. In the event such notice is given, this Agreement shall continue in full force until a new agreement is concluded, or until the requirements of the Manitoba Labour Relations Act relating to strike or lockout have been met, whichever occurs first.

WAGE PROGRESSION - SERVICE TECHNICIANS

Wage Step	April 28, 2013 2.0%	April 28, 2014 1.5%	April 28, 2015 2.0%
Service Trainee	\$11.89	\$12.07	\$12.31
Technician 1	\$12.76	\$12.95	\$13.21
Technician 2	\$13.91	\$14.12	\$14.40
Technician 3	\$15.08	\$15.31	\$15.62
Technician 4	\$18.86	\$19.14	\$19.52
Technician 5	\$20.31	\$20.61	\$21.02
Master Service Technician	\$21.91	\$22.24	\$22.68

WAGE PROGRESSION - INSTALLATION TECHNICIANS

Wage Step	April 28, 2013 2.0%	April 28, 2014 1.5%	April 28, 2015 2.0%
Installation Trainee	\$14.89	\$15.11	\$15.41
Installation Technician 1	\$17.21	\$17.47	\$17.82
Installation Technician 2	\$20.98	\$21.29	\$21.72
Master Installation Technician	\$24.03	\$24.39	\$24.88

A Part-time employee will be eligible to receive their next increment once they have worked 2000 hours from their start date or last increment. A Part-time employee is only eligible to receive a maximum of one (1) increment within any twelve (12) month period.

A Full-time employee will be eligible to receive their next increment on the first pay period following their last annual increase [twelve (12) month increments]. In the event that employment is broken by an unpaid leave, except Union leaves not in excess of two (2) weeks, or Workers Compensation, the date of the increment will be adjusted to reflect the unpaid leave.

An employee may have an increment withheld due to unsatisfactory work performance, as determined by the Company. In such situations, the employee will be notified in writing no later than one (1) month prior to the date of such increment, and the Union will receive a copy of the said notice.

An increment shall not normally be withheld longer than six (6) months. If after a period of six (6) months from the date the increment was withheld, the Company considers the employee's work performance still unsatisfactory, the Company may deem the employee to be at their maximum wage rate until such time as the Company considers an increment is warranted by improved work performance.

LETTER OF UNDERSTANDING WAGE PROGRESSION – SKILL REQUIREMENTS

This will confirm our understanding of the above subject as agreed during negotiations between IBEW Local 435 and AAA Alarms as follows:

Further to the wage progression skill(s) requirements for Technicians as outlined in Attachment 'A', it is agreed and understood that employees will be afforded the opportunity to take the training and to gain the practical experience necessary to meet the skill requirements necessary to progress to the next twelve (12) month wage step. No employee will be denied a wage increment as a result of the Company's failure to provide such training or practical experience. The Company shall pay the wages of employees on required training courses. Such training courses shall be paid for by the Company.

In addition to basic criteria such as satisfactory work performance and attendance, the progression criteria will be of a knowledge, skill and experience based nature. Such criteria are subject to change from time to time to reflect changing technology and service demands. Where such changes are contemplated, the Company will meet with the Union prior to introducing the changes.

Attachment 'A'

Wage Progression Skill Requirements

Service Technician

Service Trainee

As a **Service Trainee** you will acquire the following skills:

- **In house training and** on-the-job training with senior technician
- In-house residential alarm product training
- **Basic Service Standards – residential alarms**
- **Basic Installation Standards – residential alarms**
- Ability to complete minor service calls on residential alarms, (i.e.
- Change batteries, **install/replace** door contacts, **install/replace** motion detector replacement, and Change customer pin numbers)
- CANASA Pre-Requisite Technician Examination (Pass Mark 75)
- **Successful completion of 3 month probationary period**

Service Technician Level 1

As a Service Technician Level 1 you will acquire the following skills;

- Successful completion of in-house training on Commercial Alarm Systems
- Demonstrated ability downloading software into alarm panels through Compass software
- Demonstrated ability programming current installed equipment (i.e. Vista panels)
- Ability to takeover current AAA equipment (i.e. Vista panels)
- Demonstrated ability to add basic equipment (contacts, motions) to existing alarm panels which includes running lines
- Demonstrated ability to upgrade existing alarm panels and keypads
- Successful completion of WHMIS Training
- CANASA Level I Alarm Technician Course (Pass Mark 75)
- Successful Annual Job Performance Review

Service Technician Level 2

As a Service Technician Level 2 you will acquire the following skills:

- Demonstrated ability to service small residential and commercial alarm systems
- Demonstrated ability to read and interpret blue prints and pass test
- Demonstrated ability to complete programming on competitors panels for takeovers
- Successful completion of Class "M" Limited Electrical License
- Successful Annual Job Performance Review

Service Technician Level 3

As a Service Technician Level 3 you will acquire the following skills:

- Successful completion of an Internet Protocol Course
- Demonstrated Networking Skills and LAN Cabling techniques
- Demonstrated knowledge of computer networks for access control and CCTV Systems

- Consistent track record of finding and using manufactures literature and technical support to “self teach” on unfamiliar products and systems
- Demonstrated ability to troubleshoot wiring faults and circuit types
- **Successful completion of in-house training on Access Control Systems and Basic Digital Video Recording Systems**
- Successful Annual Job Performance Review

Service Technician Level 4

As a Service Technician Level 4 you will acquire the following skills:

- Successful completion of CANASA Level II Alarm Technician Course
- Demonstrated ability to layout and oversee large commercial jobs
- Demonstrated ability to install access control systems
- Demonstrated skills in “On Site” training/support/mentoring of junior Technicians
- Demonstrated ability to service large commercial burglar and fire alarm monitoring systems
- **Demonstrated ability to program and service access control systems**
- **Successful completion of CANASA (or equivalent) CCTB Training Course (Pass Mark 75)**
- Successful Annual Job Performance Review

Service Technician Level 5

As a Service Technician Level 5 you will acquire the following skills:

- Expert working knowledge of all core products and legacy products
- Consistent track record of finding and using manufactures literature and technical support to “self teach” on complex products and systems
- Demonstrated ability to install large commercial burglar and fire alarm monitoring systems
- Demonstrated ability to install and program access control systems on a computer network
- Successful Annual Job Performance Review

Master Service Technician

Installation Technician

Installation Technician Trainee

As an Installation Trainee you will acquire the following skills:

- In-House Training
- Basic Service Standards - residential alarms
- Basic Installation Standards – residential alarms
- On-the-job Training with a senior Installer
- Successful completion of 6 months probationary period

Installation Technician Level 1

As an Installation Technician Level 1 you will acquire the following skills:

- Demonstrated ability to consistently complete all aspects of residential installations without onsite support and supervision

- Demonstrated ability to program and customize alarm panels and systems from on site
- Demonstrated ability to use manufactures technical support and original product literature
- Consistent compliance with all installation standards
- Consistently follow all prescribed administrative and documentation processes
- Demonstrated ability to read and interpret blue prints
- Successful completion of WHMIS Training
- CANASA Pre-Requisite Alarm Technician Examination (Pass Mark 70)
- Successful Annual Job Performance Review

Installation Technician Level 2

As an Installation Technician Level 2 you will acquire the following skills:

- Demonstrated ability to consistently complete all aspects of residential installations without onsite support and supervision
- Consistently achieve labour units of production equivalent to or in excess of total billable hours on an average weekly basis
- Demonstrated ability to program and customize alarm panels and systems from on site
- Demonstrated ability to troubleshoot and repair (Service) alarm systems
- Demonstrated ability to create “hard wired” device solutions in all building types
- Demonstrated skills in “On Site” training/support/mentoring of junior Technicians
- CANASA level 1 Alarm Technician Examination (Pass Mark 70)
- Successful completion of Class “M” Limited Electrical License
- Demonstrated ability to bend and mount conduit
- Successful Annual Job Performance Review

Master Installation Technician

LETTER OF UNDERSTANDING INSTALLATION DIFFERENTIAL

A Service Technician assigned to complete a minimum of three installation components during a shift shall be paid a differential of two dollars (\$2.00) per hour above his regular rate of pay for the full shift.

In the case where installation duties are assigned when a Service Technician is eligible for overtime pay, the Installation Differential shall be included in the overtime rate.

LETTER OF UNDERSTANDING ON CALL

This will confirm our understanding of the above subject as agreed to during negotiations between IBEW Local 435 and AAA Alarms as follows:

The Company will assign Service Technicians to be On Call from time to time. In addition to being paid for all hours worked at the appropriate rate of pay, Brandon and Winnipeg Service Technicians On Call will be paid a weekly premium of **\$135.00**.

Employees On Call are required to carry a cell phone and be available to perform their duties.

LETTER OF UNDERSTANDING MEALS & LODGING

When traveling outside the normal work area, and staying overnight, meals may be claimed. The first meal of the "travel day", normally lunch, will be the responsibility of the employee, except for employees in Brandon on an "Incumbent Only" basis.

The following "maximum" allowable meal rates will apply and receipts must be submitted for payment.

Breakfast	\$10.00
Lunch	\$15.00
Dinner.....	\$20.00

A copy of receipts must be submitted for lodging and such costs must be reasonable. Where possible, the Company will arrange for all lodging in advance.

Employees living outside of Winnipeg in a location where the work in question is being performed, will not be entitled to reimbursement for meals or lodging. Should an employee be uncertain about the application of this condition to their situation, the obligation will rest with the employee to seek clarification from the Company regarding same, prior to the commencement of such work.

LETTER OF UNDERSTANDING WINNIPEG HOME DISPATCH

RECOGNIZING that the Company and the Union have a common desire of establishing a Home Dispatch Program;

IT IS THEREFORE agreed that the following will govern the terms and conditions of a Home Dispatch Program, which will be implemented and suspended, solely at the Company's discretion.

The Company and the Union agree that, at the discretion of the Company, employees who are assigned a vehicle for use in completing their work assignments may be allowed to drive their assigned vehicle home from their last job site after completion of their shift and from home to their first job site for arrival at the beginning of their shift.

Employees will not suffer a loss of hours of their work week schedule as a result of the Program and will remain on their assigned work week schedule and vacation schedule.

Employees are required to be on the worksite and ready to begin work at the start of their scheduled shift. When applicable, employees will leave directly from the worksite at the end of their scheduled shift, to return to their normal place of domicile. Travel time to and from work will be on the employee's own time up to thirty (30) minutes maximum each way. Employees shall not be entitled to overtime for any time traveling to and from work, except when working authorized overtime at a location, which is in excess of thirty (30) minutes from their normal place of domicile. In such cases, employees shall be paid overtime rates for travel time in excess of thirty (30) minutes.

It is expressly understood the Company will provide and insure all vehicles. Such vehicles, their contents, and all Company provided tools and equipment are to be used exclusively for Company-related business. Provided proper and reasonable care is taken, employees who are provided laptop computers are permitted to use their laptops for personal use.

The Company shall indemnify and save harmless, its employees, from all losses, costs, liability or expense suffered or sustained as a result of participation in the Home Dispatch Program, except where any losses, damages, costs, liability, or expenses are due to the negligence of the participating employee or are the personal property of the employee.

LETTER OF UNDERSTANDING GROUP BENEFIT PLAN

During the term of the Collective Agreement dated with an expiry date of **April 27, 2016** the Company agrees that it will continue the Group Benefit Plan.

The Group Benefit Plan document and conditions respecting eligibility to participate and benefit coverage shall govern in all respects. The Company may change benefit coverage, eligibility or other plan conditions, insurance carriers or may self-insure or discontinue self-insurance of any benefit.

The Company will notify the Union of any changes it is considering in the benefit plans and will consult with the Union prior to making any such changes.

The Group Benefit Plan document, policy, and conditions do not form part of the Collective Agreement and this Letter of Understanding is a separate undertaking not forming part of the Collective Agreement.

LETTER OF UNDERSTANDING PERSONAL LEAVES

This will confirm our understanding of the above subject as agreed during negotiations between IBEW Local 435 and AAA Alarms as follows:

The Company agrees it will continue to provide Personal Leaves, including Bereavement Leave and Jury Leave, as outlined in the Employee Handbook during the term of the Collective Agreement.

Personal Leaves, including Bereavement Leave and Jury Duty will be continued in a no less beneficial form than provided on the signing of the Collective Agreement.

This Letter of Understanding entered into between the parties shall be deemed to be part of the Collective Agreement and shall continue as per the duration provisions of said agreement.

LETTER OF UNDERSTANDING LABOUR/MANAGEMENT COMMUNICATION FORUMS

AAA Alarms agrees to establish Labour/Management Communication Forums with the IBEW.

Such meetings shall be scheduled and conducted consistent with the following provisions:

- The Union and the Company shall at the request of either party, meet at a time and location jointly agreed to by both parties for the purpose of discussing issues of mutual interest and concern.
- Meetings shall be attended by a Union Committee to be comprised of not more than four (4) members.
- Where possible, both parties shall submit an agenda seven (7) calendar days prior to such meetings.
- Union Committee Members shall be allowed time off with pay to attend such meetings.
- The Union shall be responsible for all transportation, meals, accommodation and all other expenses for Union Committee Members.

The establishment of Labour/Management Communication Forums in no way is meant to restrict or limit ongoing day to day communication between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the ____ day of _____, **2013**.

For AAA Alarms Ltd.

**For the International Brotherhood of
Electrical Workers Local 435 (IBEW)**

Guido Caputi
General Manager

Bruce Krause
Business Manager

Nickie McKim
Director Operations

Joe Breland
Assistant Business Manager

Don Rooney
Director Labour Relations - MTS

Daniel Schou-Tyrrell
Winnipeg Representative

Steve Lidster
Brandon Representative