

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, 2006– April 27, 2009

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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 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.
- 3.03 The Union will supply the Company with a list of executive and committee members and will keep such lists up-to-date.
- 3.04 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 **Employees on the payroll at the date of ratification will receive a 2.5% general wage increase retroactive to April 28, 2006. The retroactive payment shall apply to regular wages only.**
- Effective April 28, 2007 – The wage schedules shall increase by two percent (2%).**
- Effective April 28, 2008 – The wage schedules shall increase by two percent (2%).**
- 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.

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
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Civic Holiday	Boxing 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.

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 Director Finance and Human Resources 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) have the ability 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 In the event of a recall, employees shall be given the opportunity of recall in order of seniority in advance of the hiring of new employees.

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 Director Finance and Human

Resources 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 Director Finance & Human Resources 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, 2006** and shall remain in force until **April 27, 2009**, 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.

APPENDIX A

* Employees will progress to the Trainee 2 wage step between three to twelve months based on performance.

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 SERVICE TECHNICIAN 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 Service 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'

Service Technician Wage Progression Skill Requirements

Hiring Qualifications:

New employees will have the following basic qualifications:

- Basic Electronics from a Trade School or College or equivalent
- Basic Computer Skills

Trainee I

As a Trainee I you will acquire the following skills:

- In-House Training
- Basic Service Standards – residential alarms
- CANASA Pre-Requisite Technician Training (Pass Mark 70)
- On-the-job Training with a senior technician

A Trainee I must also successfully complete a 3 month probationary period.

Trainee II

As a Trainee II you will acquire the following skills:

- On-the-job training with senior technician
- In-house residential alarm product training
- Demonstrated ability to do minor service calls on residential alarms, i.e.
 - Change batteries, door contacts
 - Monitor detector replacement
 - Change customer pin numbers
- CANASA Level I Alarm Technician Course (Pass Mark 70)

A Trainee II must also receive a successful annual Job Performance Review.

Service Technician Level I

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

- Successful completion of in-house training on commercial alarm systems
- Successful completion of in-house training on Access Control Systems and Basic Digital Video Recording Systems
- Demonstrated ability downloading software into alarm panels
- Successful completion of WHMIS Training

A Service Technician Level I must also receive a successful annual Job Performance Review.

Service Technician Level II

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

- Demonstrated ability to service small residential and commercial alarm systems
- Demonstrated ability to install small residential and commercial alarm systems
- Demonstrated ability to read and interpret blue prints
- Successful completion of Class "M" Limited Electrical License

A Service Technician Level II must also receive a successful annual Job Performance Review.

Service Technician Level III

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

- Demonstrated ability to service large commercial alarm systems
- Demonstrated ability to install large commercial alarm systems
- Demonstrated ability to install and service access control systems
- Successfully complete the CANASA CCTV Training Course (Pass Mark 70)

A Service Technician Level III must also receive a successful annual Job Performance Review.

Service Technician Level IV

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

- Demonstrated ability to program digital video recorders
- Demonstrated Networking Skills and LAN Cabling techniques
- Demonstrated ability to program access control systems

A Service Technician Level IV must also receive a successful annual Job Performance Review.

Service Technician Level V

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

- Demonstrated knowledge of computer networks for access control and IP Cameras
- Successful completion of an Internet Protocol Course
- Demonstrated skill in setting up and programming Matrix Switches

A Service Technician Level V must also receive a successful annual Job Performance Review.

Service Technician Level VI

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

- Demonstrated ability to install and program Internet Protocol cameras on large commercial systems
- Demonstrated ability to install and program access control systems on a computer Network
- Successful completion of CANASA Level II Alarm Technician Course
- Demonstrated ability to layout and supervise large commercial jobs

A Service Technician Level VI must also receive a successful annual Job Performance Review.

Service Technician Level VII

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 Service Technicians On Call will be paid a weekly premium of **\$85.00** and Winnipeg Service Technicians On Call will be paid a weekly premium of **\$115.00**.

Employees On Call are required to carry a pager 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, **2009** 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.

