

# COLLECTIVE AGREEMENT

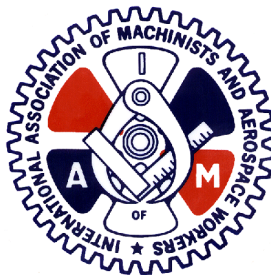
between

**Cummins Western Canada LP.**  
**Edmonton, Alberta Branch**  
(Hereinafter referred to as the "Company")



and the

**International Association of Machinists and  
Aerospace Workers, Local Lodge 1722**  
(Hereinafter referred to as the "Union")



**Effective January 1, 2017 through December 31, 2020**

Ratified October 10, 2017

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# **COLLECTIVE AGREEMENT**

between

**CUMMINS WESTERN CANADA, of the CITY OF EDMONTON, ALBERTA,**  
(hereinafter called "the Company")

of the FIRST PART

and

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND  
AEROSPACE WORKERS LOCAL LODGE 1722**  
(hereinafter called "the Union")

of the SECOND PART

## **INTRODUCTION**

The general purpose of this Agreement is to establish mutually satisfactory relations between the Company and its Employees, referred to in Alberta Board of Industrial Relations Certificate No. 90-2003 dated July 31, 2003. To provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours and wages for all Employees who are subject to the provisions of this Agreement.

## **ARTICLE 1 - UNION RECOGNITION**

1. The Company recognizes the Union to be the sole bargaining agent for all Service and Parts Employees (including Parts Administrator) of Cummins Western Canada LP., employed at Edmonton and Acheson, Alberta, excluding Service and Parts managers, Foremen, Service and Parts clerks, Parts supervisors, Office and Sales staff, those exercising managerial functions and those employed in a confidential capacity.
2. The Company shall be free to hire new Employees who are not members of the Union, but new Employees shall be required as a condition of employment and not later than thirty (30) days of hire, to become members of the Union and to authorize the Company to deduct from the Employee's wages regular monthly dues as set forth in the bylaws of the Union. Present Employees shall within thirty (30) days of the signing of this Agreement authorize the Company to deduct from the Employee's wages regular monthly dues as set forth in the bylaws of the Union.
3. The Company will deduct monthly Union dues from the wages of all Employees who come under the terms of this Agreement, and will remit these dues to the Financial Secretary on the Employees' T4 slips for the previous year.

The Company agrees to hand the Employee the appropriate Union forms at time of hire and further agrees to deduct Initiation/Reinstatement fees when authorized to do so and include same with the monthly remittance of dues.

4. The Company acknowledges the right of the Union to select two (2) Shop Stewards in the Service department and one (1) Shop Steward in the Parts department with alternates for each of the Shop Stewards. The Company will recognize and bargain with the Union Business Representative and these Shop Stewards or alternates on any matter properly arising from time to time during the term of this Agreement. The Company agrees that an offsite location of 4 or more members will have a designated Shop Steward.
5. The Union recognizes that Shop Stewards are working Employees, and are expected to be as productive as any other Employee covered by this Agreement, and that they shall obtain their supervisor's permission before leaving their job and be allowed reasonable time for the purpose of attending to Union business on Company premises. Such permission shall not be unreasonably withheld.
6. The Union agrees to supply the Company with the names of the Shop Stewards and Alternate Shop Stewards, and will keep such list up to date at all times. The Union will provide the Employer with an updated list at the beginning of each year plus an update semi-annually.
7. The Company recognizes and will not interfere with the rights of its Employees to be members of the Union, and will not discriminate against, interfere with, restrain or coerce Employees because of membership in the Union. The Union agrees that Union activities except as allowed by Shop Stewards such as in Article 1 (5.) above, will not be carried on in the Company premises during working hours, and that any such activities may be cause for reprimand.
8. The Company and the Union agree there will be no discrimination, intimidation or coercion exercised or practiced by the Company or by the Union, or by any of the representatives, with respect to any of the protected areas and grounds under the Alberta Human Rights Legislation. The parties agree that harassment is not tolerated in the workplace. Every reasonable effort will be taken to assure no Employee is subject to harassment in any form. Both parties will jointly co-operate in resolving and investigating complaints relating to bargaining unit Employees in a confidential and appropriate manner.
9. Delegates not exceeding three (3) in number of Employees of the Company shall with seven (7) days notice in advance in writing to the Company, be granted leave of absence for a period not exceeding fifteen (15) working days per Employee in any year without pay, for attending to Union business provided such leave does not interfere with the normal operation of business. No more than one from any company departments defined here as Parts, Service Rebuild, Field Service for the purpose of this provision.

Employees working on offsite long term projects will be excluded from this Union leave provision while on shift.

The hourly contract negotiating committee will be limited to three (3) hourly Employees plus one alternate, who will attend contract negotiations and contract preparation when performed during normal working hours.

10. A member of the management team of the Company will introduce a new Employee to the (Chief) Shop Steward or an alternate at a time convenient to the Company within three (3) working days during working hours after the new Employee starts employment with the Company. The Shop Steward will be allowed 30 minutes to advise the new Employee of their rights and responsibilities as a Union member on Company time.
11. The Company recognizes a Union Employee in a leadership position, who is required to assign and direct work of other Employees, will not perform direct disciplinary actions towards fellow members of the bargaining unit.
12. In this Collective Agreement, where the word "he" is used, it also means "she".
13. The costs of meeting rooms shall be borne equally by both parties including the printing of the Collective Agreement which will be done by the Union.
14. If an Employee of the bargaining unit is elected to a full time position representing the Union, Cummins Western Canada LP will grant an unpaid leave of absence for the length of a four year term. The Employee will retain their current seniority but not accrue additional seniority during this absence on Union business.

Upon completion of the four year term, if a position is open for which the Employee is fully qualified and at the company's sole discretion, the Employee may return to Cummins Western Canada LP and will be eligible for their previous or equal position.

15. In order to maintain current income payments and benefit coverages for Employees on approved leave working on behalf of the Union, the company will pay regular wages with applicable premiums and maintain benefits for these Employee on the regular payroll cycle and shall invoice the Union for the full amount paid to the Employee and incurred on behalf of benefits. The invoice terms are net 30 days, failing which interest at prime plus 2% shall be charged.
16. The Company will make available copies of existing rules and policies to Employees. Any amended or new rules or policies will be submitted to the Union, and made available to the Union representatives. The aforementioned changes or rules will be presented to Employees through tool box talks and postings, five (5) days prior to implementation. Any Employee(s) who were unavailable or absent

for the toolbox talk will be made aware of the rule or policy change(s) within a reasonable amount of time upon their return.

## **ARTICLE 2 - RESERVATION OF MANAGEMENT RIGHTS**

1. Subject to the provisions of this Agreement, the management of the business and of the shop and the direction of the working forces, including but not limited to the right to direct, plan and control operations and to establish and to change work schedules, to hire, promote, demote, transfer, suspend, discipline or discharge Employees for cause or to relieve from duty Employees because of lack of work or for other legitimate reasons, to introduce new and improved methods or facilities, to change existing methods or facilities, to determine the schedules of production, to sub-contract work, to make Company rules and regulations not inconsistent with this Agreement and to manage Company operations in the traditional manner, is vested exclusively in the Company. All rules and regulations to be posted and supplied to all Employees and any changes or additions to be posted, for five (5) working days prior to the effective date.

The Company agrees that the transfer of Employees between Branches, outside of this Collective Agreement, will not be made except with the mutual consent of the Employee and the Company.

Nothing in this Agreement shall be deemed to limit the Company in any way in the exercise of regular and customary functions of management. The Employer will be fair and reasonable in the application and administration of this Collective Agreement.

## **ARTICLE 3 - HOURS OF WORK**

All openings for new or existing positions will be posted with the required criteria. As a position becomes available on any shift, before anyone new is hired, a permanent Employee in order of seniority will have the right of first refusal to the position provided the Employee has the necessary skills and abilities. This Employee may be returned to the previous position, in reverse order of seniority, within fourteen (14) days' notice if the workload so dictates.

In departments where a second or alternate shift is required, the top twenty-five percent (25%) of the seniority list will be exempt from these shifts. Any member in this percentage exemptions will be allowed to work these shifts if the Employee so desires.

\*Any Employee currently with twenty (20) years of service, prior to the date of ratification of this contract, will have the option of being exempt from the second or alternate shifts.

When a change to an Employees work schedule takes place, within an Employee's shift, the effective date of the new schedule will commence after seven (7) calendar days notification, when reasonably possible.

If an Employee applies for a second or alternate shift and no other Employees apply, then the position can be permanent. In the event that no Employee(s) applies for the second or alternate shift, the following rotation will apply:

- Shift rotation for the second or alternate shift shall be four (4) weeks second shift or alternate shift and eight (8) weeks regular shift.
- Rotation will apply in order of reverse seniority provided the Employee has the skills and abilities.
- The above language does not apply to the 10 hour shifts.

The Company will give the Employee fourteen (14) calendar days' notice, in writing, of any shift change, with the following exceptions: Should the Employee on any shift become ill or injured and the Company wishes to fill the position for the duration of that illness or injury, the 14 days' notice may be amended to at least 24 hours if an Employee (asked in order of seniority per this clause) agrees. Should there be no volunteers for the vacant position then the position will be filled by reverse order of seniority.

1. Shifts:

a. Day Shift:

The standard work week shall consist of forty (40) hours Monday to Sunday inclusive but not to exceed five (5) days of eight (8) hours per day normally Monday to Friday inclusive between the hours of 7:00 a.m. to 6:00 p.m.

Notwithstanding the above paragraph, the Company may institute the following shifts in the service and parts department.

b. Tuesday to Saturday Shift:

Those Employees working Tuesday to Saturday shift will work the 7:30 a.m to 4:00 p.m. shift only. Five (5) consecutive days, Tuesday to Saturday inclusive, shall be worked.

- New Employees will be required to accept this shift when requested. They will be informed of this by the Company before hiring.
- A premium as per Article 17 (4.G) shall be paid above the normal classification rate for all hours worked.

c. Afternoon Shift (Second Shift):

The afternoon second (2<sup>nd</sup>) shift will be five (5) consecutive days. Monday to Friday inclusive: A shift ending between 11:00 p.m. and 2:00 a.m.

- New Employees will be required to accept the afternoon shift on a permanent basis as a condition of employment. They will be informed of the conditions of the afternoon (second shift) by the Company before hiring.
- A premium as per Article 17 (4.c) per hour will be paid to those Employees on this shift, immediately, above the normal classification rates for all hours worked on the afternoon shift.
- If a layoff takes place, then permanent afternoon shift Employees working the day shift can be transferred back to afternoon shift with 14 days' notice, in reverse order of seniority.
- The Company will have the option to keep new permanent afternoon shift Employees on day shift for the purpose of training them up to 65 days worked.

d. Four – Ten Hour Day Shifts:

Forty (40) hour work week consisting of four (4) consecutive ten (10) hour days Monday to Saturday with a start time not to be earlier than 6:00 a.m. and not later than 7:00 a.m. as determined by management in consultation with the Union. In the event no consensus is reached, management reserves the right to implement the shifts at their discretion.

- There will be a half hour lunch break in the middle of the shift.
- There will be two (2) ten (10) minute coffee breaks in the middle of each half shift.
- Overtime will be calculated at two (2) times the hourly rate for each hour worked after ten (10) hours or on any scheduled day off.
- If a statutory holiday falls on a scheduled day off it will be observed (in consultation with the Union) either prior to or the next scheduled working day, and the rate of pay will be based on a ten hour day.
- Any full day used for bereavement or jury duty will be paid based on the 10 hour shift.
- For any shift that includes a Saturday as a regular working day, a premium as per Article 17 (4.g.) shall be paid above the normal classification rate for all hours worked.



- For a Wednesday to Saturday shift, the Saturday must be worked for the premium to apply to all hours worked for that week's shift.
- Employees who are scheduled for training will be moved to a regular five (5) day work week with fourteen (14) calendar days' notice. If this notice is not given the training day will be considered a ten (10) hour day and paid accordingly.
- The ten (10) hour shift schedule will be a static shift and will not be subject to rotation.
- The ten (10) hour shifts will be populated on a volunteer basis by the Employees with the most seniority having the first right of refusal. If the shifts are not populated on a volunteer basis, they will follow the reverse seniority protocol.

e. Parts Department Early Morning Shift:

The early morning shift will be five (5) consecutive days, Monday to Friday inclusive. The shift starting no earlier than 5:00 a.m. and no later than 6:00 a.m. and ending at 1:30 p.m. or 2:30 p.m. Number of Employees will be determined by the manager based on work load requirement.

- A premium as per Article 17 (4.h.) shall be paid above the normal classification rate for all hours worked.

2. Conditions of Hours Worked:

- a. The hours listed above shall not be construed as a guarantee of any minimum or as a restriction on any maximum number of hours to be worked. However, a minimum of eight (8) hours of regular shift pay shall be guaranteed to any Employee who reports for work at the start of a normal shift. Also, a guarantee of ten (10) hours of regular shift pay shall be guaranteed to any Employee working the ten hour shifts.
- b. The provisions of the Article shall not apply in the event of an emergency such as fire, flood, power failure, etc. beyond the control of the Company or if the Employee quits, is laid off or discharged for cause.

3. A thirty (30)-minute unpaid lunch period shall be allowed during each shift.

4. On each shift, two (2) break periods of ten (10) minutes each shall be allowed, one (1) in each half of the shift.

5. Employees scheduled to work a shift ending between 6:00 p.m. and 2:00 a.m. shall receive a premium as outlined in Article 17 (4.) (b.).

Should it become necessary for the Company to implement a third shift, the premium shall be mutually agreed upon before its implementation.

Such premiums shall not be included in the calculation of overtime, overtime to be based upon the regular hourly rate of pay.

6. All work performed prior to an Employee's regular starting time shall be paid at the applicable overtime rates, provided a full regular shift is worked following such overtime. In the event an Employee is sent home by the Company before completing the regular shift, overtime rates shall apply to all time worked prior to the regular shift starting time.
  - a. Such premiums shall not be included in the calculation of overtime, overtime to be based upon regular hourly rate of pay.
7. In departments where a second shift is worked, the top twenty-five percent (25%) of the seniority list will be exempt from this shift. Any member in these percentage exemptions will be allowed to work the second shift if he so desires. Shift rotation for the second shift shall be four (4) weeks second shift and eight (8) weeks regular shift. There shall not be a minimum requirement of weeks worked throughout the year on the second shift. When an afternoon shift is added the following procedures will be followed:
  - a. Every attempt will be made to have Employees work this shift on a permanent basis. The job will be posted and the Company will have the right to select the candidate, however, in the event all applicant qualifications are equal then seniority shall prevail.
  - b. The shift will end between 11:00 p.m. and 2:00 a.m., unless the Employee and the Company mutually agree to an earlier end.
  - c. Permanent Tuesday to Saturday Employees may be included in the rotation if required.
  - d. The permanent second shift Employee may request to be removed from this shift with thirty (30) days written notice. If the notice is prior to the end of the six (6) month consecutive period, the Employee will be required to repay the Company the difference between the permanent afternoon shift premium (per Article 3) and the afternoon shift premium (per Article 17).

If the Employee is removed from the permanent shift by the Company, there will be no penalty to the Employee.

For those Employees wishing to work the second shift on a permanent basis [which means six (6) consecutive months or more], the shift premium will be paid immediately upon commencing the second shift. Overtime will not be calculated on this premium.

8. Service and Parts Department Employees — Tuesday to Saturday Work Week
  - a. Those Employees working Tuesday to Saturday shift will work the 7:30 a.m. to 4:00 p.m. shift only.
  - b. Five (5) consecutive days, Tuesday to Saturday inclusive, shall be worked.
  - c. New Employees will be required as a condition of employment, to accept this shift when requested. They will be informed of this by the Company before hiring.
  - d. A premium as per Article 17 (4.) shall be paid above the normal classification rate for all hours worked,
  - e. For each Employee working this shift, the tour of duty shall not exceed thirty (30) consecutive calendar days on at any one time and thirty (30) calendar days off - except where the Employee wishes to remain on this shift, and so signifies in writing.
  - f. For those Employees working the Tuesday to Saturday shift on a permanent basis which means six (6) consecutive months or more], the premium shall be the difference between premium in (e.) and the premium in (g.) will be paid retroactively at the expiration of the six (6) months consecutive period and the premium will be paid thereafter in each pay period.
  - g. The Employees who are working this Tuesday to Saturday shift on a permanent basis and are removed by the Company before the expiration of the six (6) months consecutive period will be paid the premium for all hours worked on Tuesday to Saturday shift. The difference between the Premiums in (e.) and the premium in (g.) to be paid according to this Clause (I) will be paid retroactively at the time the Employee is removed from the shift.
  - h. Should the Employee be removed from this shift at his own request prior to the expiration of the six (6) months consecutive period, he will not receive the higher premium but only the lesser premium for any of the time worked on a permanent basis.
  - i. Overtime will not be calculated on either premium in (d.) or (g.) above.
  - j. Any Employee who has signified to remain on the Tuesday to Saturday shift on a permanent basis will be removed from permanent Tuesday to Saturday status by requesting removal, in writing, thirty (30) calendar days prior to removal.
  - k. For those Employees employed by Cummins Western Canada with 20 or more years' service, the Tuesday to Saturday work week shall be on a voluntary basis and there will be no discrimination against those who refuse to accept the shift.
9. Service and Parts Department Employees — Afternoon Shift (Second Shift).
  - a. The afternoon second (2nd) shift will be five (5) consecutive days. Monday to Friday inclusive: A shift ending between 11:00 p.m. and 2:00 a.m.

- b. Employees with less than 20 years' service will be required to accept the afternoon shift on a permanent basis as a condition of employment. They will be informed of the conditions of the afternoon shift by the Company before hiring. In this case, permanent means until the Employee has accumulated 365 calendar days on the day shift: see (e.).
- c. A premium as per Article 17 (4.) per hour will be paid to those Employees on this shift, immediately, above normal classification rates for all hours worked on this afternoon shift.
- d. Overtime will not be calculated on the premium in c.
- e. As an opening becomes available on the day shift, before anyone new is hired, a permanent afternoon Employee, in order of seniority, will have the right of first refusal, each time, to the day shift job, provided the Employee meets the criteria for the job. The Company will post the criteria. This permanent afternoon shift Employee may be returned to the afternoon shift, in reverse order of seniority, if the workload so dictates until he has accumulated 365 calendar days on day shift. That Employee will then have the same status as a "day shift" Employee (i.e. be on the 4/8 rotation as per Article 3 (7.) etc.).

The Company will give the Employee fourteen (14) calendar days' notice, in writing, of any shift change, with the following exceptions:

- i. Should an Employee on day or afternoon shift become ill or injured and the Company wishes to fill the position for the duration of that illness or injury, the fourteen (14) calendar days' notice may be amended to at least 24 hours if an Employee (asked in order of seniority as per this Clause) agrees. Should there be no volunteers for afternoon shift, then the most junior of the afternoon shift Employees working days will be required to transfer back to afternoons.
- ii. If a layoff takes place, then permanent afternoon shift Employees working day shift can be transferred back to afternoon shift with fourteen (14) days' notice, in reverse order of seniority.
- f. The Company will have the option to keep new permanent afternoon shift Employees on day shift for the purpose of training them up to 65 days worked. These days will be counted as part of the accumulated 365 calendar days.
- g. All Employees who move onto the 4/8 rotation, who wish to work the afternoon shift on a permanent basis may do so, provided the Company agrees. Any such Employee who has signified to remain on afternoon shift on a permanent basis will be removed from permanent afternoon status by requesting removal, in writing, thirty (30) calendar days prior to removal.

## **10. Off site – Long term projects.**

Long term to be defined as projects lasting 2 months or more.

Off site to be defined as anything outside the immediate Edmonton area.

Projects and scheduling are at the sole discretion of the owner (customer) with Union advisement.

This Position Shall be posted in all areas of the CWC Edmonton location, and awarded via seniority with the most senior person having first right of refusal. Upon termination of the project, Employees return to their previous job at the appropriate rate of pay without loss of seniority.

- **Shifts** – 14 days on 14 days off, each shift is 12 hours.
  - **Rate of pay** – Pay scale (calculated at current rate + field service premium), Daily 8 hours of regular time, 2 hours of overtime and 2 hours of double time. Statutory Holidays as recognized by the CBA paid at double time.
  - **Travel** – Travel time is calculated (at current rate) as Regular time.
  - A day shall be the twenty-four (24) hour period commencing with the start of the Employee's regular scheduled shift. A week shall be the seven (7) day period between 6:00 a.m.- 9:00 a.m. Monday and 6:00 a.m.- 9:00 a.m. on the succeeding Monday.
  - A shift is defined as the hours of work within a twenty-four (24) hour period.
  - A schedule is defined as days of work and the associated days of rest.
  - Days of rest follow the days of work.
- a. **Change of Shift:**
- i. When it is necessary for the Company to change an Employee's shift, the Employee shall be provided seven (7) days' notice whenever possible.
  - ii. Twelve (12) hour Employees given seven (7) days' notice of a change to their shift cycle shall have the appropriate time off (based on the 4 & 4 shift cycle) without any loss in wages.
  - iii. Where a change of shift results in an Employee working a schedule, which is not a recognized schedule, the applicable overtime rate shall be paid for the shifts that are different than the recognized schedule.
- b. **Change of Schedule:**
- i. When a change to an Employee's work schedule takes place, after seven (7) days notification, the effective date of the new schedule will commence after the seven (7) days notification. Where the Employee works his scheduled days of rest, the applicable overtime rates will apply.
  - ii. The new schedule can commence on the day of work or a day of rest. Therefore, the new schedule may result in additional day(s) of rest and, accordingly, a reduction in earnings when compared as to how the transition to

the new schedule can take place, with the opportunity to maintain his earnings at straight time rates as close as possible to the original schedule within the appropriate payroll period.

**c. Statutory Holidays:**

- i. When a Statutory Holiday falls on an Employee's scheduled day off, the Employee shall be paid twelve (12) hours at his hourly base rate for the holiday.
- ii. When a Statutory Holiday falls on an Employee's scheduled workday and the Employee does not work the statutory holiday, the Employee shall be paid twelve (12) hours at their hourly base rate.
- iii. When the Employee works a Statutory Holiday, they shall receive twelve (12) hours pay at their regular hourly base rate, and in addition, shall be paid double time their hourly base rate for all hours worked that day.
- iv. For twelve (12) hour shift workers, Statutory Holidays as listed in the current Collective Agreement shall be observed in conjunction with the customer schedule.

**d. Rest Breaks:**

The Employee shall be provided with three (3) paid lunch/rest periods that will be as follows:

After the first 3 hours of work - a 15 minute break; after 6 hours of work - a 30 minute break and after 9 hours of work - a 15 minute break.

The total lunch/rest period shall not exceed 60 minutes.

**e. Training:**

Training will be paid based on the twelve (12) hour work day. If any changes to the schedule are necessary to accommodate training, then any changes will be by mutual agreement between the Employee, management and the Union.

**f. Vacation:**

The Employee may choose to have vacation paid at straight time rates for 12 hours per vacation day for a total of 84 paid hours per week when on vacation, or as per the Collective Agreement.

**g. Sick Time:**

The two (2) days of sick time will be unpaid and the third (3<sup>rd</sup>) day the Employee will be placed on Short Term Disability.

**h. Bereavement:**

For the purpose of bereavement a day will be considered 12 hours.

All other terms and conditions of the Collective Bargaining Agreement shall apply.

#### **ARTICLE 4 - OVERTIME**

1. Overtime worked in excess of the regular work day shall be paid at the rate of one and one-half (1 1/2) times the regular hourly rate for the first two (2) hours worked, and at two (2) times regular hourly rate thereafter.
2. Two (2) times the regular hourly rate of pay shall be paid for each hour worked on Saturday, Sunday and General Holidays. This is in addition to General Holiday pay.

Where the work week is other than Monday to Friday the first and second rest days of the Employee's work week shall be interpreted in the same manner as Saturday and Sunday.

3. For the purpose of computing time worked in excess of eight (8) hours in any one day or premium time for Saturday, Sunday and General Holidays, a day shall consist of twenty-four consecutive hours from the time an Employee begins the shift in which work is performed.
4. Eight (8) hours shall have elapsed between the times an Employee last worked for the Company and when he is required to commence work again, otherwise overtime rates shall apply to all work performed until such clear time is obtained.

In the event of the above eight (8) hours break period, time is missed from a regular scheduled shift, the Company shall pay for all straight time hours lost as a result.

No Employee is allowed to return to work until their eight (8) hours rest time has elapsed without specifically being instructed to do so by the Company.

5. Employees requested to work overtime shall be given at least two (2) hours advance notice prior to the end of the shift when practicable.
  - a. Employees requested to work overtime will not be discriminated against should they refuse.
6. Overtime to be distributed among the Parts and Service department Employees (for scheduled work), progressing through the seniority lists until the necessary requirement is filled. These requests shall be done on a continuous rotational basis with the rotation commencing where the previous requirement left off, subject to i-iii below.
  - i. Preference will be given to Employees previously assigned to the job in respect of which overtime is required.

- ii. Overtime will next be offered to Employees on the seniority list who are at work providing they are qualified.
- iii. Overtime will next be offered to Employees on the seniority list who are not at work providing they are qualified.

After two (2) hours and fifteen (15) minutes of overtime the Employee will be entitled to a paid twenty (20) minute rest break if he has been instructed to work beyond the two (2) hours and fifteen (15) minutes. The Employee will be supplied \$15.00 in lieu of a hot meal should the overtime be in excess of four (4) hours. This dollar value may be exceeded, with the approval of management.

## **ARTICLE 5 – RECALL TIME**

- 1.
  - a. Service department Employees who have completed their regular shift and have left the Company's premises and are then recalled to work extra time, or are requested to return to work at a specified time (other than regular starting time) on instructions given by the Company, shall receive a minimum of three (3) hours pay at the appropriate overtime rate.
  - b. Service Department Weekly On-Call Schedule: all of the designated field service mechanics shall be required to rotate on the Weekly On-Call Schedule beginning with the first available mechanic as designated by the Field Service Manager then the rotation will follow the seniority list for the field service mechanics. If a mechanic cannot be On-Call on their designated week then it is his responsibility to find a replacement from a list of volunteers of the designated field service mechanics. The responsibility of finding a replacement technician will not apply to technicians who are unable to attend work due to illness, injury or approved leave.
  - c. Service Employees on vacation and/or approved leave will be exempt from the On-Call rotation schedule until their next scheduled day of work.

A \$300.00 On-Call allowance will be paid per week for the designated On-Call mechanic.
- 2.
  - a. Parts department Employees who have completed their regular shift and have left the Company's premises and are then recalled to work extra time, or are requested to return to work at a specified time (other than regular starting time) on instructions given by the Company, shall receive a minimum of two (2) hours pay at the appropriate overtime rate.



- b. Parts Department On-Call Schedule - Parts technician weekly On-Call will be on a voluntary basis. Any journeyman parts department Employee can volunteer for the Weekly On-Call Schedule. Should there be no volunteers then all of the Journeyman parts department Employees shall be required to rotate on the Weekly On-Call Schedule beginning with the next parts technician following the last parts technician On-Call, and the weekly rotation will follow the parts department seniority list, providing there are no volunteers. If a parts technician cannot be On-Call for their designated week then it is their responsibility to find a replacement. The responsibility of finding a replacement technician will not apply to technicians who are unable to attend work due to illness, injury or approved leave.
- c. Parts Employees on vacation and/or an approved leave will be exempt from the On-Call rotation schedule until their next scheduled day of work.

A \$300.00 On-Call allowance will be paid per week for the designated On-Call parts person.

- 3. If an Employee is recalled within two (2) hours before their regular start time they will not be entitled to the eight hour break per Article 4 (4.).
- 4. It is the Employee's responsibility to ensure management has their most up to date contact information for the purpose of recall.

## **ARTICLE 6 – GENERAL HOLIDAYS**

- 1. Employees covered by this agreement shall receive annually twelve (12) holidays with pay, namely: New Year's Day, Family Day (Effective January 1, 2007), Good Friday, Victoria Day, Canada Day, August Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, the last working day preceding Christmas Day, Christmas Day and Boxing Day, or day(s) observed in lieu of, provided Employees work their regular shift on the working day of the normal work week preceding and following the day on which the holiday is celebrated, [exemptions will be made in the case of an Employee being absent because of injury, illness, temporary leave of absence or layoff not in excess of one (1) month].
- 2. Probationary Employees shall not be entitled to paid General Holidays until such Employee successfully completes the probationary period of eighty (80) days worked, after which he shall be entitled to payment for General Holidays occurring since the commencement of his employment with the Company.

Exemptions to the above are the "General Holidays", namely New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day and Christmas Day, which will be paid in accordance with the Employment Standards Act of Alberta.

3. All holidays falling on a Saturday or Sunday will be observed on the following Monday unless otherwise posted, no less than 90 calendar days prior to the holiday.

All holidays falling on an Employee's regular day off will be observed on the Employees next scheduled work day, unless otherwise posted no less than 90 calendar days prior to the holiday.

## **ARTICLE 7 – VACATIONS WITH PAY**

1. Employees covered by the terms of this Agreement shall receive vacations with pay at their current wage rate based on the following:

After 1 year of service	- 2 weeks
After 3 years of service	- 3 weeks
After 9 years of service	- 4 weeks
After 15 years of service	- 5 weeks
After 20 years of service	- 6 weeks

Employees will not accrue vacation pay during periods of Short-Term or Long Term disability.

New Employees, upon completion of six (6) months employment, will be eligible to take one (1) week vacation of the two (2) weeks' vacation that would be available to them after one (1) year of employment.

Employees with 4 weeks of vacation have the option to sell back one (1) full week of vacation time based on a 40 hour week to be deposited into the Employee's bank account.

Employees with 5 weeks or greater vacation have the option to sell back either (1) or (2) full week(s) of vacation based on a forty (40) hour work week to be deposited into the Employee's bank account.

The week(s) sold back to the Company will then be worked by the Employee at regular rates.

The Company reserves the right to change the vacation schedule from anniversary date to calendar year.

2. Vacations may be taken in one continuous period during the year except between- 2<sup>nd</sup> Monday in June to 1<sup>st</sup> Friday following Labour day of each year, where the maximum shall be two (2) continuous weeks, with a maximum of four (4) weeks during this period. Unless otherwise requested by the Employee in writing and agreed to by the Company in writing.

Vacations in each department will be allocated on the basis of seniority. At least 25% of each shift may not be denied holidays at any one time. The 25% may be

exceeded with mutual agreement. Those away on STD or other approved leaves will be included in the 25% calculation.

For Parts person in Classifications (a.) to (d.) in Article 17 (4.) vacations in each department will be allocated on the basis of seniority. At least 25% of each shift may not be denied holidays at one time (day shift and afternoon shift). The 25% may be exceeded with mutual agreement.

At least 25% of each shift, based on seniority, in Classifications (e.) and (f.) may not be denied holidays at one time. A maximum of 2 Employees of classification (e.) may be away at one time, and at least twenty five percent (25%) of Service department second shift Employees, based on seniority, may be away at one time. The 25% may be exceeded with mutual agreement.

Vacation will be applied for prior to March 31 of the year in question. Any vacation not applied for by that date will be allocated on a first-come, first-served basis after other Employees' requirements are met according to the Collective Agreement.

In the event the 25% ratio results in a less than whole number the remainder shall be rounded up if it is greater than 0.5. If the remainder is 0.5 or less it will be rounded down.

A holiday schedule will be posted in the appropriate department notice board by the first week of January and removed for approval by March 1<sup>st</sup> of the year in question. The Company will post an approved schedule by March 15<sup>th</sup>. Any vacation approved as of March 15<sup>th</sup> will not be denied. Any vacation not applied for by that date will be allocated on a first-come first-served basis after other Employees requirements are met according to the Collective Agreement. Prior to the March 1<sup>st</sup> vacation schedule cut-off, any vacation blocks of one (1) week or more will take priority in approval over blocks of less than one (1) week.

An approved holiday schedule will be posted in the appropriate department notice board by April 15 of the year in question. Any vacation after April 15<sup>th</sup> will be updated as approved on the schedule.

Final decision on when vacations may be taken rests with the Company.

The Company may at its discretion, for the purpose of vacations only, be allowed to utilize other Employees within the Company to perform various functions within the Parts department if more than 25% of the Parts Employees have been granted vacation.

3. Vacations may not be postponed from one year to another except with written Company Approval, nor will Employees be paid for vacations not taken.
4. Whenever a General Holiday falls within an Employee's regular vacation period, he will be compensated by being given an extra day's vacation with pay.

5. Vacations shall not be postponed or altered by the Company without agreement from the Employee(s) affected, and the Parts department second shift shall not be a determining factor in when vacations may be taken.
6. Vacation pay will not be paid prior to Employees taking vacation unless they request it, in writing, two weeks prior to taking their vacation.

## **ARTICLE 8 - SENIORITY**

1. New Parts and Service department Employees shall serve a probationary period of eighty (80) days worked during which no seniority rights shall be earned by such Employees, except that at the completion of such probationary period the Employees' seniority service shall be calculated from the most recent date of hire. Time lost by probationary Employees for any reason, shall be discounted from the eighty (80) days worked period.
2. In the event of layoffs Employees affected and a Shop Steward shall be notified in writing at the time notification is given. As well, seniority and the principle of "last man on, first man off" shall be recognized, subject to the provisions below.

Layoffs will be carried out based on classification and seniority.

Classifications are as follows:

Parts	
A.	Journeyman Parts & Apprentice Parts Technicians
B.	Shipper/Receivers
C.	Parts Administrator
D.	Warehouse Person
Service	
E.	Journeyman HET & Apprentice HET Technicians – Truck Shop/Field
F.	Journeyman HET & Apprentice HET Technicians – EMRC
G.	Crankshaft grinder – EMRC
H.	Specialist – EMRC
I.	Support Staff

\*All current Shipper/Receivers, upon ratification of this Memorandum, will retain their current status and not be reclassified as Warehouse Person. The Company retains the right to determine number of Employees in each classification.

- a. Employees affected by a layoff and the department Shop Steward shall be notified in writing at the time notification is given.
- b. In the event of a recall of Employees on laid off status they shall be recalled in order of department classification by seniority.

- c. If an Employee is to be laid off for less than ten (10) working days, a minimum of eight (8) working hour notice shall be given to the Employee.
- d. If an Employee is to be laid off in excess of ten ( 10) working days he shall be given:
  - i. A minimum of seven (7) days' notice if the Employee has worked for the Company for more than three (3) months or less than two (2) years.
  - ii. A minimum of fourteen (14) days notice if the Employee has worked for the Company for more than two (2) years.
- e. If the Employee is laid-off for a period that exceeds his right to recall as provided for in the Seniority provisions of this Agreement they will be entitled to the following pay based on forty (40) hour weeks.
- f. An Employee may elect to accept termination pay under the provisions of this section before the end of his right to recall period but in so doing shall forfeit all seniority rights accruing to him under the agreement by reason of his term of service with the Company.

Two weeks, if the Employee has been employed by the Employer for more than 3 months but less than 2 years.

Four weeks, if the Employee has been employed by the Employer for 2 years or more but less than 4 years.

Eight weeks, if the Employee has been employed by the Employer for 4 years or more but less than 6 years.

Ten weeks, if the Employee has been employed by the Employer for 6 years or more but less than 8 years.

Twelve weeks, if the Employee has been employed by the Employer for 8 years or more, but less than 10 years.

Sixteen weeks, if the Employee has been employed by the Employer for 10 years or more.

An Employee may elect to accept termination pay under the provisions of this section before the end of his right to recall period but in so doing shall forfeit all seniority right accruing to him under the agreement by reason of his term of service with the Company.

Severance – See LOU included in this Memorandum.

3. Employee's status and seniority shall both terminate when:
  - a. An Employee voluntarily leaves the Company's employment. This includes cases where an Employee is absent from work in excess of three (3) working days without a legitimate reason for such absence and without reporting to the management of the Company.
  - b. An Employee is discharged for just cause.
  - c. An Employee is laid off for a period exceeding twelve (12) months or his seniority, whichever is the lesser.
  - d. An Employee has been laid off because of no work fails to report for work when recalled within a period of six (6) working days or an agreed upon period by the Company.
  - e. An Employee can no longer be gainfully employed in his/her previous position with the Company due to disability and is no longer covered by the long term disability plan.
4. Former Employees re-hired after their Employee status and seniority have been terminated by any of the foregoing reasons shall be considered new Employees.
5. The Company agrees that in making promotions or in the filling of newly created jobs, preference will be given, whenever possible, taking into consideration performance reviews, attendance, training, qualifications availability and ability to those currently employed. If all of these items are equal then the promotion will be on the basis of seniority.

In the event that an Employee who was formerly a member of the bargaining unit wishes to re-enter the bargaining unit the Employee shall be allowed to do so and shall be credited with the full seniority the Employee had at the time the individual was promoted out of the bargaining unit, provided the Employee gives 3 months written notice. A mutually agreed upon restart date will be determined within the 3 months from the start date of the aforementioned notice. This option will expire two (2) years outside of the bargaining unit, however, the two (2) years may be extended by the length of the above three (3) month notice period. The expiration of this option does not apply to any individuals currently exercising this clause before the date of ratification of this new contract.

Employees who accept positions at other Cummins Western Canada locations outside the bargaining unit will retain seniority accumulated to the date of such transfer and have 1 (one) year in which to return to their former classification in the bargaining unit, provided there is an open posting. Once an Employee exceeds 1 (one) year in the non-bargaining unit position, he will forfeit his seniority and all other rights to the Collective Agreement.

All positions within the bargaining unit will be internally posted on both Union and Company notice boards as well as the Company website for a minimum of eight (8) working days. A copy of all postings will be forwarded to the Union office.

Shippers and warehouse Employees who transfer to become apprentices, and who have worked for the Company for more than six (6) months in their previous position, will begin at the full 1st year wage rate immediately upon commencement.

6. Employees shall notify the Company and the Union of their proper post office address and change of address and telephone number and the Company shall be entitled to rely upon the addresses and telephone numbers shown in its records. The Company agrees to supply the up-to-date mailing list to the Union office.
7. An Employee covered by the terms of this Agreement who transfers from one department to another (Parts, Service, Janitor/Maintenance / Steam Cleaner / Tool Crib Attendant) shall be governed by the following conditions:
  - a. Seniority is retained in the former department to the date of transfer.
  - b. Seniority commences in the new department from the date of commencement of work.
  - c. Employees transferring to a former department shall be credited with full seniority accumulated in (a.) above, and receive pay at the current rate applicable to the classification the Employee was in prior to transferring out.
  - d. Employees shall be allowed to transfer into a former department in the event a reduction in the work force is made necessary in the department in which they are currently employed.
  - e. Employees who transfer into an apprentice position will receive a 30 day evaluation period.
8. Seniority lists per department are to be posted on the respective bulletin boards, with copies to the department Shop Stewards and Union office. These lists are to be updated not less than every six (6) months.
9. Personal Leave of Absence

Consistent with manpower requirements, an Employee upon written request may, with Company approval, be granted a leave of absence without pay for a period not to exceed sixty (60) calendar days. This period may be extended by mutual consent of the Company and the Employee, but seniority will not be accrued for leaves of absence in excess of sixty (60) calendar days.

- a. When such leave is granted, the Employee shall retain his seniority rights. Any leave beyond sixty (60) calendar days will be added to the Employees'

seniority date. Seniority date means the Employee start date plus all leave of absence days in excess of sixty (60) calendar days according to this Article.

- b. Benefits under the terms of this Collective Agreement will continue to be in effect for a period not less than thirty (30) calendar days.
- c. Employees who are granted a leave of absence in excess of thirty (30) calendar days will receive reduced vacation entitlement based on the number of days up to and following a leave of absence within his entitlement year.
- d. All vacation days not booked must be used prior to granting leave of absence.

## **ARTICLE 9 – DISCIPLINE, SUSPENSION AND DISCHARGE**

- 1. The Union acknowledges the existence of the Company rules and agrees that each Employee in the bargaining unit is expected to obey these rules. Rules will be supplied (or mailed) to each Employee.
- 2. Notwithstanding the Company's rights to discipline an Employee for any action taken by the Company that has been documented and placed in an Employee file (including written warnings) that could have subsequent detrimental effect on their future promotion or employment, the Company must:
  - a. Take action within ten (10) working days if an Employee has been deemed to require a warning letter, disciplinary action, suspension or discharge from the time the Company becomes aware of the offence.
  - b. Employees being reprimanded shall have the Shop Steward in attendance. It is an Employee's right to choose whether or not they would like Union representation, however an Employee must make these intentions known in writing prior to any reprimand or discipline.
  - c. Give notice in writing to the Employee and the department Shop Steward forthwith, a copy of such letter shall be placed in the Employee's personnel file. This letter shall clearly state the reason(s) for the Company's action and what action is being taken.
  - d. The Employee will have ten (10) working days upon the receipt of the Company's letter to reply to such notice in writing. The Company's notice or letter and the Employee's written response shall become a part of the Employee's personnel file and be available for arbitration to assess the merits of such notice or letter in the event that either party proceeds to arbitration as is provided in Article 11, either on the same matter or a related matter.



The above shall not restrict the filing of a grievance on any notice or letter placed in an Employee's personnel file.

- e. If the Employee does not reply to the Company within ten (10) working days after receiving disciplinary action the matter will be deemed to be waived and no further action will be taken.
- f. Any disciplinary letter which has been placed in an Employee's personnel file will not be valid after twelve (12) months provided the Employee's performance is free of any further disciplinary action or warnings. Employees can review their file at any time upon giving 5 days written notice. Employees will have the option to remove any disciplinary letters from their personnel file after twenty four (24) months following the receipt of such letter providing the Employee's record has been discipline free for 12 months. Any Department of Transportation violations and records must remain in the Employee's file indefinitely.
- g. In the event an Employee on the seniority list is suspended or discharged from employment and believes he has been unjustly dealt with relative to the interpretation and application of the terms of this Agreement, he shall have the right to the grievance procedure as set forth in this contract.
- h. The Company must be notified of any claim of wrongful suspension or discharge within ten (10) working days after the same occurs or the matter shall be deemed waived.

Should it be decided that under the terms of this agreement an injustice has been done with regard to the Employee's suspension or discharge, the Company agrees to reinstate him for all or a portion of the wages he would normally have earned for the time lost, less what the Employee has earned in outside employment since his suspension or discharge, depending on the decision made between the Company and the Union or its Representative with regard to the suspension or discharge.

- i. Employees and/or Shop Stewards shall receive their applicable rate of pay for all time spent in the investigation and handling of grievances or reprimands that take place on Company property. Time so spent outside regular working hours shall be paid at straight time rates.
- j. **Progressive Discipline**
  - i. The Company will follow a progressive disciplinary action in reprimanding Employees.
  - ii. Two warning letters will be given prior to further disciplinary action for violations.

Said Letters would speak to related incidents as follows, but not limited to.:

- Health and Safety violations.
- Performance.
- Driving as per Article 9.02 (f).
- Established company policies.

The Employee may be discharged without prior letters of warning if the offence so warrants discharge at time of the offence..

## **ARTICLE 10 – GRIEVANCE PROCEDURE**

1. It is agreed that grievances relative to the interpretation and application of the terms of this Agreement, which may arise during the life of this Agreement, shall be promptly discussed and the parties hereto will diligently co-operate in an effort to adjust such grievances as quickly as possible.
2. All grievances relative to the interpretation and application of the terms of this Agreement will be dealt with in the following manner:

a. **Step One:**

Grievances must be presented within ten (10) working days from the day of the occurrence. The grievance will start with a verbal discussion between the Employee and the immediate supervisor or other designated Company manager. The Union Shop Steward may accompany the Employee if the Employee so desires.

b. **Step Two:**

If a satisfactory settlement has not been reached within ten (10) working days (may be longer if both parties agree) following the discussion in Clause (a.) above, the grievance must be filed in writing with the Shop Steward and the Department Manager or other designated manager. A meeting shall take place, within ten (10) working days after receipt of the written grievance, between the Shop Steward and the Department manager or other designated manager to discuss the grievance.

The Company will render its decision in writing within ten (10) working days of the meeting.

c. **Step Three:**

In the event the decision handed down in Clause (b.) above is not satisfactory the grievance will be turned over to the appropriate Union and

Company manager and/or their representatives responsible for such matters. A meeting between these managers and/or representative shall be held within ten (10) working days to discuss the grievance.

The Company will render its decision in writing within ten (10) working days of the meeting.

d. **Step Four:**

If the decision in Clause (c.) above is not satisfactory a written notice to proceed to arbitration must be given by the Union to the Company within twenty (20) working days from the receipt of the written decision in Clause (c.), Step Three, above.

- e. The time limits set out in this article will be observed. In the event that either party fails to process the grievance within the time limits stipulated in any of the steps outlined in the foregoing, the grievance shall be conceded by the defaulting party, unless the time limits have been extended by mutual agreement in writing. Request for time limit extensions, by either party, shall not be unreasonably withheld.

## **ARTICLE 11 – ARBITRATION PROCEDURE**

Notice of desire to appeal the Company's grievance reply to arbitration shall be given within fifteen (15) working days of the decision or such decision shall be deemed to have been agreed to by the Union and shall be final and binding.

Only matters which have been timely processed through the regular grievance procedure shall be considered. The parties shall promptly attempt to select an impartial arbitrator by mutual agreement within five (5) working days from the date of notice of appeal to arbitration. In the event the Company and the Union cannot agree on an arbitrator, the Director of Mediation Services for the Province of Alberta shall be requested to appoint an Arbitrator.

The sole function of the arbitrator shall be to interpret this Agreement and to determine whether the Company or the Union is failing to abide by the provisions of this Agreement, and the arbitrator shall not have any authority to change, amend, modify, supplement or otherwise alter in any respect whatsoever, the Agreement or any part thereof. If, after considering the matter, the arbitrator concludes that the matter presented for arbitration is not covered by this Agreement or is not arbitrable, he shall so state.

It is expressly agreed and understood that the ruling and decision of said arbitrator shall be final and binding upon all parties. The Arbitrator shall have the power to ameliorate any penalty or disciplinary measure and in the case of any grievance involving a

discharge he/she shall be entitled to substitute less disciplinary penalty than was imposed by the Company.

The fees and expenses incurred by the arbitrator and cost of the hearing room shall be borne equally by the parties. The respective parties shall assume all expenses associated with the preparation and presentation of their cases including a transcript of the hearing if one is requested.

## **ARTICLE 12 – STRIKES AND LOCKOUTS**

1. During the life of this Agreement, the Company agrees there shall be no lockouts and the Union agrees that it will not cause or permit its members to take part in any strike, slowdown or stoppage of work.
2. The Shop Steward and alternatives have no authority to take strike action, or any other action interrupting the Employer's business. In the event of such unauthorized activity, the Union shall, upon receiving notice thereof, in good faith, direct its members to return to work. The Union shall also mail a letter to the Company as soon as possible stating that the action of the Shop Steward or members is unauthorized. The Employer shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward or member has taken unauthorized strike action, slowdown or work stoppage in violation of this Agreement.

## **ARTICLE 13 – SERVICE TRIPS**

1. The Union and the Employees recognize that they have the responsibility to service the Company's product in any area in British Columbia, Alberta, Saskatchewan, Manitoba, Yukon Territories and Northwest Territories.
2. **Field Premium:**
  - a. Field Service Employees required to work off Company premises will be paid a field premium as per Article 17 (4.) (c.) for all work, travel and lay over time.
  - b. Other service Employees required to work off Company premises for more than two (2) hours will be paid field premium for the entire shift in addition to any other applicable premium.
  - c. Any service Employee designated by their supervisor to work on customer equipment outside of the shop will be paid the field service premium after two (2) hours for the work performed. For greater clarity, the premium only applies to the work performed outside. This premium will be in addition to any other applicable premium.
3. **Travelling Time:**

- a. Employees required to work off Company premises will be paid travelling time when travelling by any means. Travelling time will be the time between the Employee's departure from his initial location that day and his arrival at his accommodation for that night.
- b. Rates for travelling time are as follows:
  - i. If no productive work is done on any calendar day then the rate of travelling time for that day will be straight time. The only exception to this is Saturdays, Sundays and General Holidays when the rate will be time and one-half. This will be in addition to General Holiday pay.
  - ii. If productive work is done on the same day as travelling, then time paid for the travelling after eight (8) hours [eight (8) hours combined work time plus travelling time] will be at the applicable overtime rate.
  - iii. When travelling and working on Saturday, Sunday and General Holidays, all travel and working time will be paid at double the regular hourly rate of pay. This will be in addition to General Holiday pay. All field service travel time to be at straight time rates when public transportation is used.
- c. If reasonable sleeping accommodation is available, time ceases at 9:00 p.m. and commences at 8:00 a.m. the following day. Hotel and meal expenses will be paid in addition to travel time upon presentation of receipted expense accounts.
- d. Travel time on Sundays and General Holidays to be approved by the Company or customer where possible.
- e. The Company shall ensure that no work shall be performed unless there is a minimum of two (2) people on the job.
- f. The Union and Company will continue to look at new technology on an ongoing basis to ensure the safety of our Employees.

**4. Lay Over Time:**

- a. When an Employee is required to lay over at a customer's location at either customer or Company request to be available for work immediately when the opportunity affords, the Employee shall be paid nine (9) hours at straight time rate for each day of lay over. This shall also apply in

situations where the Employee is waiting either for parts or for transportation to become available.

- b. If in travelling an Employee is forced to lay over at an intermediate point and if the total time logged that day is less than nine (9) hours the Employee will be paid lay over time so that the combined work time plus travel time plus layover time for that day is nine (9) hours.
  - c. If upon his arrival at his destination no work is immediately available and if the total time logged that day is less than nine (9) hours the Employee will be paid at straight time rate so that the combined work time plus travel time plus lay over time for that day is nine (9) hours. In such cases the Employee shall make every effort to contact the Service Manager or Foreman.
  - d. The rate for lay over time will be straight time. The only exception to this is on Saturdays, Sundays and General Holidays when the rate is time and one-half. This will be in addition to General Holiday pay.
5. Customer's Employees will be permitted to assist any Employee covered by this Agreement in performing service work during field service.

#### **ARTICLE 14 – HEALTH AND WELFARE**

##### **1. Benefits:**

The Company agrees to maintain and be responsible for the following coverage's:

- a. Alberta Health Care.
- b. Coverage as provided by the current Alberta Blue Cross booklet except that Employees will use a direct charge card supplied by the Company to charge one hundred percent (100%) of eligible drugs and medicines direct to the Company, except dispensing fees which shall be paid by the Employee at the time of purchase.
- c. \$25,000.00 Life Insurance.
- d. \$25,000.00 Accidental Death and Dismemberment.
- e. Weekly indemnity plan with benefits to pay seventy-five (75%) of regular earnings, payable on the first day of disability due to an accident as long as accompanied by a doctor's note and on the fourth day of disability due to sickness, for a period of twenty-six (26) weeks. Employees on short term disability will not accrue vacation dollars based on earnings, during the twenty-six (26) week maximum short term disability period.

- f. Long term disability insurance plan subject to the terms of the current Alberta Blue Cross booklet and also subject to the terms of the Company letter dated June 5, 2000 regarding clarification concerning the eligibility for total earnings. Benefits of sixty-six and two thirds percent (66 2/3%) of regular earnings (subject to certain stated reductions) at the end of twenty six (26) weeks of disability to age sixty five (65) or recovery, whichever occurs first.
  - g.
    - i. **Dental plan** - Dental benefits as set out in the Company's current Alberta Blue Cross health benefit booklet at the current "Usual and Customary Rate" as defined by Blue Cross.
    - ii. **Orthodontics Services** - A plan to cover orthodontics will be provided that will follow the guidelines as set out by the company benefit provider. The plan will apply to the registered dependants of Cummins Western Canada Employee's eighteen (18) years of age and below; 50% to a lifetime maximum of \$3,500.00 per registered dependant and the services must be completed by the end of the calendar year the dependant turns eighteen (18) years of age.
  - h. Vision care insurance provided by the current company benefit provider booklet, with a maximum amount payable of two hundred & fifty dollars (\$250.00) every year for each child under the age of 18. Employees, spouse and adult dependents vision care will be five hundred dollars (\$500.00) every two years each. Eye examination fees to a maximum of one hundred dollars (\$100.00) every two (2) years.
  - i. The Company will pay one hundred percent (100%) of the costs of benefits listed above except for Life Insurance and Accidental Death and Dismemberment under (c.) and (d.) above which will be paid by the Employee.
- The Extended Health Benefits deductible fee per the current company benefit provider booklet will be increased from \$25.00 per annum to \$50.00 per annum for all Employees and their dependant(s) enrolled under Single or Family Coverage applicable to Health Services.
2. Employees travelling by air on Company business shall be allowed to purchase additional life insurance from the machine or wickets at airports, for a return trip. Reimbursement to be claimed by entering the cost of such insurance on the expense account and enclosing the receipt.
  3. As a condition of employment all Employees will be required to participate in the above plans after they have completed eighty (80) days worked.

4.
  - a. In addition to the benefits above, the Employee shall be credited 40 flex hours per annum (based on a 40 hour work week to be loaded on January 1<sup>st</sup>) at 100% of the Employee's regular rate of pay. Any unused time shall be paid out at 100% at the current rate of pay on the next pay period following December 31<sup>st</sup> of that year.

Flex days can be used by Employees for appointments, sickness or personal leave, and must be taken in full day increments, based on an Employees scheduled shift. Where reasonable, the Employee needs to schedule their flex days with their supervisor or manager. These flex days are not to be used in conjunction with vacation days.

New hires will have their hours prorated from the date of hire once probation has been completed.

- b. Employees taking time off due to sickness must notify their immediate supervisor and will be required to produce a Doctor's Certificate if the duration is more than three (3) consecutive scheduled work days.
  - c. Probationary Employees shall not be paid their sick leave credit hours until such time as they complete their probationary period, at which time they shall receive payment to the most recent date of hire.
  - d. Employees will not be paid for sick hours taken during the first three (3) days of illness (prior to STD).
5. Dental and Vision usage. Yearly usage means that three hundred and sixty-six (366) days must have elapsed between usage. This meets the guidelines as presently prescribed by the carrier.

Other Blue Cross usage (drugs, etc.) also remain as presently prescribed by the carrier.

6. The use of generic prescription drugs must be used whenever possible, unless specifically stated by the doctor that brand name drugs are required.

#### **ARTICLE 15 – GENERAL CONDITIONS**

1. The Company will supply a set of clean coveralls to each Employee in service, shipping and receiving and warehouse department for each day of the week.
2. **Apprentices** - (A person registered under the Alberta Apprenticeship program.)



- a. An Employee is responsible for registering for an Apprenticeship when indentured. Registration costs (not to be confused with tuition costs) are the responsibility of the Employee.
- b. The Employee will attend full time apprenticeship training once per calendar year. The enrollment of this training shall be the responsibility of the Employee in consultation with the department manager. This approval shall not be unreasonably denied.
- c. Apprentices will receive their next classification level and rate upon completion of schooling and hours (hours will be cumulative throughout the whole apprenticeship program) and is retroactive to the 1st day returning to work, if hours are complete, after notification of successful completion of school.
- d. Any apprentice who continually demonstrates ability, qualifications, and performance commensurate with the requirements of a higher step in the schedule, at any interval, will be advanced to such higher step at the Company's discretion.
- e. A technician that has completed the three (3) year apprenticeship program and is now a journeyman technician may take the fourth (4th) year technical training at an agreed upon time by the Service Manager. This training will be entirely at the Employees' expense and no increase in salary will be applied once completed.
- f. Apprentices, while attending apprenticeship trade schools, shall not be allowed to return to work prior to completion of their term in trade school.
- g. Reimbursement Schedule
  - i. All apprentices will be paid according to the Supplemental Unemployment Benefit Plan (SUB). This benefit is payable at 95% of the Employees weekly earning while the Employee is serving the two week EI waiting period.
  - ii. The plan provides that the EI benefit rate (gross amount) and the SUB payment will equal 95% of the Employees' weekly earnings.
  - iii. Payment in (i.) & (ii.) above will be made by the Company to the Employees and the Employee(s) will return all EI payments to the Company. The Employee will make every effort to return such payment to the Company by endorsing the EI checks to the Company. If the Employee does not return all EI payments within thirty (30) days of receiving such payments, the Company retains the right to deduct such

amounts from the Employee's earnings in two (2) equal bi-weekly installments.

- iv. Should the SUB plan be discontinued by the government, the Company will pay the 95% of an Employee's weekly earnings for apprentice training.
  - v. The Company will pay one hundred percent (100%) to a maximum of one thousand four hundred dollars (\$1,400.00) for the tuition, textbooks and parking or mass transit fees. Receipts are required. Fees for a second or subsequent attempt will not be reimbursed.
  - vi. The Company will not pay apprentices per the SUB program for second and subsequent attempts for apprenticeship training.
  - vii. All costs incurred and reimbursed to the Employee by the Company for Apprenticeship training programs will have a one thousand (1,000) hour claw back period, pro-rated (example, \$1,400 / 1,000 hours = \$1.40/hr reduction for each hour worked), for each Apprenticeship training program should the Employee choose to resign. This will apply only to the fourteen hundred (\$1,400) dollar maximum tuition cost for Apprenticeship training. This will not apply to layoff or termination of employment.
3. **Non Apprenticeship Training** - As the jobs in the bargaining unit change due to new technology, all Employees, will be given the opportunity to be retrained and upgraded. All training will be offered to all Cummins Employees and will not be unreasonably refused. Every attempt will be made to do training on Company time. This training will be at the discretion of Management.
- Employees attending training classes during off-shift hours, which are voluntary, will have a hot meal supplied on Company premises delivered from a fast food outlet.
- a. All travel time related to training the Company deems necessary which takes place outside of normal-working hours Monday to Sunday will be paid at regular time rates (no overtime) to a maximum of fourteen (14) hours per day, including driving time.
  - b. Training time the Company deems necessary will be paid at regular rates (no overtime).
4. The Company agrees to provide space for a Union supplied lockable Union Notice Board in each respective lunchroom on which the Union shall be entitled to post official notices for the information of members.

5. No Employee shall undertake any work outside the Company premises which could be construed in any way as competitive with the Company. Violations of this Clause shall be subject to immediate dismissal of Employee(s) involved. This clause will not apply to Employees on lay-off.
6. Adequate lockers, lunchrooms and washroom facilities, including hot and cold water and waterless hand cleaner for all Employees shall be provided by the Company. Failure to observe the simple rules of cleanliness and care of Company property may be subject to discipline as provided in Article 9.
7. No Employee will be paid his final pay until he produces a receipt for any Company-owned tools or equipment or manuals which have been issued to him.
8. Customer Employees, dealers, dealer Employees and any others which the Company deems in its interests to provide training are to be allowed to work in the shop with or without remuneration, receive instructions, training and work in whatever capacity is needed under the specific program that they are on, so long as no member of the regular Employee group is displaced.
9. The Union recognizes the right of the Shop and Parts management to perform work incidental to their managerial responsibilities such as the following:
  - a. Instruction of Employees, customer and dealer Employees.
  - b. Investigation of troublesome problems.
  - c. Testing new equipment.
  - d. Performance of experimental work.
  - e. Assist any Employee in the installing and lifting of equipment in position.
  - f. Being able to perform parts department functions in case of unforeseen operating emergencies of short duration.
10. The Company agrees to furnish healthy working conditions at all times and to provide adequate and modern devices with regard to safety and sanitation.

A Safety and Health Committee shall be established consisting of a minimum of four (4) members from the Union to be one from rebuild shop, truck shop and parts department, with the appropriate Company representative(s). The duties of the Committee shall be, but not limited to:"

- a. Making recommendations for the improvement of safety.

- b. The investigation of all accidents reported in their respective departments and preparation of a written report for the monthly Safety and Health Committee meeting.
- c. To attend the monthly meetings and discuss their reports, safety programs and all accidents or near accidents, and recommend corrective measures.
- d. Make monthly inspections of work sites and check and report on the safety and health conditions throughout their respective departments, and make recommendations to management.

Records of all proceedings to be accurate and posted in respective departments.

Members of the Safety and Health Committee shall receive their regular rate of pay while attending meetings or carrying out investigations.

- e. Use of a personal cell phone for any personal communications including, phone, text, email or social media is strictly prohibited while on duty, except during Employee breaks; or if it is required for the purposes of Company business; or in the event of an emergency. Phones may only be used in designated areas.
  - f. The Company will provide appropriate safety technology for all Employees who work alone and feel at risk.
- 11. Safety equipment such as welding goggles, helmets, gloves, aprons, safety glasses etc. will be provided at each machine location as required. A panic button for On-Call Employees shall be provided by the Company for any Employee feels at risk during after-hours call in. A safety protocol for emergency situations shall be developed and must be adhered to.
  - 12. It will be common practice to have two (2) Employees on a shift where practicable. If circumstances are such that only one (1) Employee is available for a shift, then that Employee will be restricted to light duty functions, i.e. stocking parts bins and selling parts. The Employee will not be required to perform duties that could endanger him.
  - 13. An Employee injured on the job during his regular shift hours will be paid at his regular rate of pay for the remaining hours of that shift.
  - 14. **Tools:**
    - a. The Company shall provide tool insurance coverage to each eligible Employee to a maximum of thirty thousand dollars (\$30,000.00), with one hundred dollars (\$100.00) deductible per loss. Such coverage shall pay the cost of replacement of tools, tool for tool including tool boxes that becomes

lost or damaged due to fire or water or damaged / lost as a result of theft where there is evidence of break and enter into the shop or service vehicle or his place of work. Each Employee will provide an inventory of his tools, with serial numbers where available, on a form supplied by the Company to be eligible for insurance. A digital image may be used to facilitate this requirement. The Company agrees to pay one hundred percent (100%) of the cost of this coverage. An Employee may choose to supplement this coverage with an increased amount of insurance at their own cost.

- b. The Service Technicians will be provided with an annual tool allowance (excluding GST) of five hundred dollars (\$500.00). Service Technicians will be eligible for this allowance after one (1) year of service. The choice of supplier will be determined by the individual Employee. Dealers will submit a bill to the Company with the Employee name noted or the Employee must submit receipts. All accumulated receipts will be submitted once per calendar year by the Employee.
- c. For Employees with more than twelve (12) months of service with the Company, at the Service Manager's discretion, the Company will repair air impact and torque wrenches used exclusively in the repair of Cummins engines. These provisions will also apply to cordless tools used by service technicians. On an annual basis and at the Company's expense, the Company will calibrate torque wrenches used in the business, if determined to be necessary by the torque wrench tester. For purposes of implementation of this provision, calibrations will be completed within 90 days of contract ratification if determined to be necessary by the torque wrench tester.
- d. Warranties will be covered by the respective manufacturer and handled by the mechanic.

**15. Bereavement:**

Bereavement pay will be paid for absences from work because of the death of members of the Employee's immediate family (mother, father, foster parents, brothers, sisters, spouse, children, mother-in-law, father-in-law, grandmother, grandfather, common law spouse, step parents, step children and step siblings). During such absences, an Employee will be compensated at the Employee's regular hourly rate of pay for such time as the Employee is required to be absent, providing the Employee is not absent for any other reasons, but not to exceed a maximum of three (3) consecutive working days. Employees may take an additional five (5) unpaid working days (which may be converted to vacation time later) at their request.

With Management's prior approval, Employees may receive an additional two (2) days Bereavement pay if they are required to travel out-of-province for purposes of attending the funeral of an immediate family member.

## 16. **Pension Plan:**

- Cummins will increase their current pension contribution by 1% (from 4% to 5%).
  - Start date for the contribution increase to be January 1, 2018.
  - A 1% payout will be made to Employees, covered by this agreement, in lieu of the pension contribution for the 2017 calendar year. This will be paid on the final pay of 2017.
  - For those who leave the Company prior to the end of 2017 this will be paid on the Employee's final pay.
- a. Each Employee shall be required to participate in the Company's Pension Plan and shall be required to contribute to the plan 2-4% of the Employee's pay for all hours worked. The Company shall also be required to pay to the plan 4% of the Employee's pay for all hours worked. All hours worked include: regular pay, overtime, vacation, statutory holidays, retroactive pay and all premiums. It is the sole responsibility of the Employee to sign the attached letter signifying what level of contribution they wish to make within 4 weeks of date of ratification. If this letter is not signed within 4 weeks of date of ratification, the Employee's contribution will automatically default to 4%.

### **CURRENT EMPLOYEES:**

Company contribution will be 4% based on journeyman mechanic technician's rate. Employee contribution will be 2-4% based on their individual wage rate.

Existing Employees can change their contribution level on an annual basis, in writing to the payroll department, as long as it is submitted prior to December 1<sup>st</sup> of each year to be effective for January 1<sup>st</sup> of the following year.

### **NEW HIRES (post ratification):**

Company contribution 4% and Employee contribution 4% based on their individual wage rate.

- b. Employees who have been employed by the Company for one (1) or more years from date of hire are vested and entitled (as set out in the Pension Plan document) to their own contributions and Company contributions plus interest. The Company acknowledges this Article and will follow Alberta legislated pension laws.

- c. The pension plan will be jointly trusted with one (1) representative from the Bargaining Unit and one (1) representative from the Company.
17. The Company shall for each year pay to each Employee three hundred dollars (\$300.00) for the purchase of safety shoes or safety boots and related accessories. Each Employee is required to wear safety shoes or safety boots. Each Employee must have completed his probationary period to be eligible. Cat boots will not be eligible for reimbursement.
18. An Employee summoned to jury duty shall be paid wages based on their base wage rate less any premiums amounting to the difference between the amount paid to them for jury service and the amount that they would have earned had they worked on such days. Employees on jury duty shall furnish the Employer with such statements of earnings as the court may provide. They shall not be required to report if less than three (3) hours of their shift remains to be worked.

#### **ARTICLE 16 – NOTWITHSTANDING CLAUSE**

1. Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions and such remaining portions shall continue in full force and effect.

#### **ARTICLE 17 – WAGES, CLASSIFICATIONS AND PREMIUMS**

Service Department		% of JMT*	Jan 1- 2017	Jan 1- 2018	Jan 1- 2019	Jan 1- 2020
			0.00%	0.00%	2.00%	2.00%
A	Journeyman Technician	100%	44.20	44.20	45.08	45.98
B	Crankshaft Grinder Technician	100%	44.20	44.20	45.08	45.98
C	Specialist Technician	95%	41.99	41.99	42.83	43.68
D	3 <sup>rd</sup> Year Apprentice Technician	93%	41.11	41.11	41.93	42.77
	2 <sup>nd</sup> Year Apprentice Technician	80%	35.36	35.36	36.06	36.78
	1 <sup>st</sup> Year Apprentice Technician	70%	30.94	30.94	31.56	32.19
E	Service Support Staff	52%	22.98	22.98	23.44	23.91
	Steam Cleaner / Tool Crib					
	Janitor / Maintenance					

#### **1. CLASSIFICATION DESCRIPTION**

- a. **\*JOURNEYMAN H.E.T. (Heavy Equipment Technician** – One who holds any of the H.E.T. Journeyman's tickets or equivalent as determined by the Alberta Apprenticeship Board (excluding H.E.T. – Transport Trailer Mechanic), and is qualified to troubleshoot and make necessary repairs in the shop and particularly on field service trips, sometimes under difficult climatic and working conditions.

Must be able to improvise and make decisions on the job. Requires no supervision.

Journeymen automotive technicians hired, or currently employed by Cummins, will be included in this classification with the expectation that upon hiring, the technician will upgrade through the apprenticeship program into the H.E.T. Journeymen certification.

- b. **POWER GENERATION TECHNICIAN** —An individual who has satisfactory alternate training and or experience in the engine generator field as determined by the Company and holds a certified Journeyperson Heavy Equipment Technician ticket or equivalent as determined by the Alberta Apprenticeship Board, or holds a valid Journeyperson qualification in one or more of the following fields:

- a. Journeyperson Electrician.
- b. Journeyperson Electric Motor Systems Technician.
- c. Journeyperson Automotive Service Technician.

Qualified to provide excellent customer service to all Cummins customers, troubleshoot and repair of all Cummins Power Generation units. Requires no supervision.

- c. **JANITOR/MAINTENANCE STAFF** —This is unskilled work, such as: clean floors; empty garbage; yard clean-up; replenish washroom/lunchroom supplies; touch up painting, change furnace/paint bay filters, minor building repairs, minor yard and fence repairs, change bulbs and clean windows/walls provided specialized lifting equipment is not required, and other duties as required.
- d. **SPECIALIST MECHANIC TECHNICIAN** —Specializes in a specific area of engine repair or component rebuild, such as: Engine Rebuild specialist, Fuel Pump and Injector Specialist, Component Rebuild specialist and Accessory Rebuild Specialist, and other duties as required.

## 2. RECLASSIFICATION

- a. A Journeyman Mechanic Technician requesting a transfer into the Rebuild department will be reclassified as a Specialist Mechanic on transfer.
- b. A Journeyman Mechanic Technician transferred by the Company to the Rebuild department will not be reclassified.
- c. Journeyman Mechanics Technician currently working in the Rebuild department will not be reclassified.



- d. Specialist Mechanics Technician performing work outside the Rebuild department for a period of time in excess of eight (8) hours and for all hours off Cummins Western Canada's Edmonton property shall receive the Journeyman Mechanic Technician rate for all hours worked.

Parts Department		% of JMT*	Jan 1- 2017	Jan 1- 2018	Jan 1- 2019	Jan 1- 2020
			0.00%	0.00%	2.00%	2.00%
A	Journeyman Technician	90.78%	40.12	40.12	40.92	41.74
B	3 <sup>rd</sup> Year Apprentice Technician	93.00%	37.31	37.31	38.06	38.82
C	2 <sup>nd</sup> Year Apprentice Technician	80.00%	32.10	32.10	32.74	33.39
D	1 <sup>st</sup> Year Apprentice Technician	70.00%	28.08	28.08	28.64	29.21
E	Shipper / Receiver	74.00%	29.69	29.69	30.28	30.89
F	Warehouse Person	58.00%	23.27	23.27	23.73	24.20

\*JMT – Journeyman Technician

### 3. CLASSIFICATION DESCRIPTION

- a. **JOURNEYMAN PARTS TECHNICIAN** - Any Employee who is in possession of an Alberta Journeyman Parts Technician Certificate.
- b. **APPRENTICE PARTS TECHNICIAN** - An Employee who is indentured to the three (3) year Apprenticeship Parts Technician Trade Program.
- c. **SHIPPER and RECEIVER** - An Employee who is primarily engaged in shipping and receiving but also works in other areas of the Parts department from time to time, as required.
- d. **WAREHOUSE PERSON** — An individual whose duties shall include picking orders as required by Journeyman Parts personnel. Bin and department maintenance, including bin/section organization, checking off incoming stock shipments and locating of such parts.

A Warehouse person is not to be confused with a Parts Apprentice.

During the term of this Agreement, there will be not more than one (1) Warehouse Person for each two (2) licensed Parts Technicians and Registered Apprentices.

In addition to the above ratio the Company will be entitled to two extra Warehouse Person's.

All new Employees hired as Parts Technician will be classified as a Journeyman Parts Technician or indentured into the Apprenticeship Program.

### 4. PREMIUMS FOR PARTS AND SERVICE

	<b><u>2016</u></b>
A Lead Hand	\$2.25
B Second Shift Rotational shift	\$2.25
C Second Shift Permanent shift	\$4.25
D Field	\$2.50
E Parts out-of-City of Edmonton	\$1.00
F Tuesday to Saturday rotational shift	\$1.00
G Tuesday to Saturday permanent shift	\$2.25
H Early Morning Shift	\$4.00

The premiums listed above shall not be included in calculating time and one-half and double time, but will be paid for overtime hours where applicable.

5. Nothing herein contained precludes the payment of higher rates to any Employee, at the discretion of the Company with consultation of the Union.

#### 6. **LEAD HAND**

Definition Lead Hands: Lead Hands are Employees who are selected through a posting process to take the lead and to provide guidance and assistance to other Employees in their department, on their shift or in their job classification. Lead Hands will generally continue to perform the regular duties of their job classification. Lead Hands may delegate, coordinate and monitor work, for scheduling and quality purposes only, but shall not be required to discipline Employees. The role of a lead hand will not be confused with a supervisory role. Lead Hands shall not monitor other Employees' performance or Company performance reports for the purpose of discipline. The aforementioned condition may be waived for temporary coverage (i.e. vacation, illness, training etc.) not to exceed thirty (30) days. This period may be extended by mutual agreement between the Union and the Company.

### **ARTICLE 18 – RETROACTIVE PAY**

1. All wages terms and conditions shall be retroactive to December 31, 2016 from date of ratification should these negotiations exceed the existing contract expiry date.

### **ARTICLE 19 – DURATION OF AGREEMENT**

1. The Agreement shall be a four (4) year contract effective from January 1, 2017 to December 31, 2020 (at 0%, 0%, 2% and 2%) and every year thereafter unless either party shall, not less than sixty (60) days and not more than one hundred and twenty (120) days preceding the expiry of the term of the Collective Agreement, give notice to amend or terminate the Agreement, When such notice is given, this

Agreement shall remain in effect while negotiations for a further Agreement are being carried on.

**Memorandum of Agreement**  
between  
Cummins Western Canada Edmonton  
and  
International Association of Machinists and Aerospace Workers, Local Lodge 1722

**Dated this 23<sup>rd</sup> day of August 2017.**

For: Cummins Western Canada  
Edmonton

For: International Association of  
Machinists and Aerospace Workers  
Local Lodge 1722

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Gino Crisanti  
Vice President, Operations

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Roger Colantin  
IAMAW Negotiator

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Phil Ekstedt  
General Manager

---

Oscar Morales  
IAMAW Negotiator

---

Aliya Shariff  
Human Resources Advisor

---

Ted Pawlik  
IAMAW Negotiator

---

Tom Balfour  
Rebuild Shop - Manager

---

Kevin Clark/Daniel Uchacz  
IAMAW Business Representatives

## **LETTER OF UNDERSTANDING #17**

between  
Cummins Western Canada - Edmonton  
and the  
International Association of Machinists and Aerospace Workers, Local Lodge 1722

### **SEVERANCE PAYOUT**

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This Lou, for the term of this agreement, will supersede the current language in Article 8.e.

For the provisions of this agreement severance for the purpose of layoff will be 2 (two) weeks for every year of service to a maximum of 24 months.

This Letter of Understanding will expire at the end of this agreement. Refer to original language on severance for the provision of layoffs.

All of the other conditions of the CBA will remain in effect.

## **LETTER OF UNDERSTANDING #18**

between  
Cummins Western Canada - Edmonton  
and the  
International Association of Machinists and Aerospace Workers, Local Lodge 1722

### **UNION MANAGEMENT COMMITTEE**

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A Union Management Committee shall be established consisting of the elected shop stewards and equal representation of management. On the request of either party, the parties shall meet once every three (3) months for the purpose of discussing issues related to the workplace that affect the parties or any Employees bound by this agreement. Any items already addressed by this Collective Agreement, shall not be a part of Union Management meeting agenda.

### NOTES OR CONTRACT PROPOSALS

[illegible]

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# CALENDAR 2017

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31						

April						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

# CALENDAR 2020

January						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

March						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	