

Collective Agreement

between

Cummins Canada ULC Calgary, Alberta Branch



and the

International Association of Machinists and Aerospace Workers Local Lodge 1722



Effective June 1, 2018 to May 31, 2023

Ratified December 20, 2018

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AGREEMENT

THIS AGREEMENT effective by and between CUMMINS CANADA ULC, CALGARY BRANCH, hereinafter designated as the "Company" and LOCAL LODGE 1722 of the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, hereinafter designated as the "Union" constitutes the mutual Agreement between the parties governing wages, hours and working conditions, as referred to in Alberta Labour Relations Board Certificate No. 91-2003 dated July 31, 2003.

The provisions of this Agreement constitute the entire Agreement between the Company and the Union and all prior Agreements between the parties, either oral or written, are hereby cancelled. The provisions of this Agreement may be changed only by mutual Agreement between the parties reduced to writing and signed by authorized representatives of the parties.

ARTICLE 1 - RECOGNITION

1.01 Pursuant to ALBERTA LABOUR RELATIONS BOARD CERTIFICATE NO. 91-2003 dated July 31, 2003, the Company recognizes the Union as the sole agent with respect to wages, hours and working conditions for bargaining unit Employees covered by this Agreement. The Company agrees to deal only with the Shop Stewards and the Business Representative of the Union in matters relating to changes of any terms or conditions of this Agreement. The term bargaining unit Employees as used in this Agreement shall mean and include:

All Service and Parts Employees (collectively referred to herein as Employees) of the Company employed at Calgary, 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.

1.02 New Employees shall be required, as a condition of employment, and not later than thirty (30) days from the date of hire, to become members of the Union.

1.03 The Company will deduct monthly Union dues from the wages of each Employee who provides written authorization to the Company for such dues deductions. The Company will remit these dues to the Financial Secretary of the Union by the 15th of the following month.

1.04 The Company recognizes the right of the Union to designate one (1) Shop Steward and one (1) alternate from among the bargaining unit Employees in the Service Department and one (1) Shop Steward and one (1) alternate from among the bargaining unit Employees in the Parts Department to handle such Union business as is permitted under this Agreement.

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 Supervisors' permission before leaving their job and allow reasonable time for the purpose of attending to Union business on Company premises. Such permission shall not be unreasonably withheld.

The authority of a Shop Steward shall be limited to regular working hours and shall not exceed the following duties and activities:

- a) The investigation and presentation of grievances to the designated Company representative in accordance with the provisions of this Collective Bargaining Agreement.
- b) The transmission of such messages and information which shall originate with and are authorized by the local Union or its officers, provided such messages and information:
 - i) have been reduced to writing, or
 - ii) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods or any other interference with the Company's business.

The Union shall designate and the Company shall recognize three (3) Employees from the bargaining unit who will constitute a Negotiation Committee. The function of the Committee is to meet with designated Company representatives to negotiate amendments to, or renewal of, this Collective Agreement.

- 1.05** The Union agrees to supply the Company with the names of the Shop Stewards and will keep such a list up to date at all times.

The list of Shop Stewards will be posted on bulletin board. When there is a change the list will be corrected and reposted within two (2) working days and the new list will be distributed to management.

- 1.06** The Company will not pay any Employee for time spent in collective bargaining negotiations, nor preparations for or participation in arbitration, nor the time spent outside the Employee's regular scheduled working hours for other Union activities.

Employees will give the Company ten (10) days' notice of any Union functions that they wish to attend. The Company must respond in writing within three (3) days or the request will be deemed to have been granted. The Company has the right to refuse permission if the Union meeting is held on a Monday and/or if the Company is left shorthanded due to Employee vacation, sickness etc. Union contract negotiations, including preparation, are excluded from this requirement.

A member of the management team of the Company will introduce a new Employee to the Shop Steward of the department involved at a time convenient to the Company within three (3) working days during working hours after a new Employee starts employment with the Company.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01** All Management rights, powers, authority and functions, shall remain vested exclusively in the Company. It is expressly recognized that such rights, powers, authority and functions include, but are by no means whatever limited to:

- a) the full and exclusive control, management and operation of its business and its plant as it deems best;

- b) the determination of the scope of its activities, products to be serviced, processed or manufactured and methods pertaining thereto, the location of such servicing, processing, or manufacturing, the materials and products to be acquired or utilized, and the machinery, tools and equipment to be utilized;
- c) the means and methods to be used to secure raw materials and parts for its manufacturing operation and the means and methods for distributing the service products manufactured by it;
- d) the right to determine the quality to be maintained and the workmanship required;
- e) the right to establish or change schedule of work;
- f) the right to establish, change or combine, positions, job classifications and descriptions;
- g) the right to introduce new or improved procedures, methods, processes, facilities, machinery, tools and equipment or make technological changes including all design and engineering determinations;
- h) the right to maintain order and efficiency;
- i) the right to subcontract any work;
- j) the determination of the number, size and location of its plants or any part thereof or operation therein, and the extent to which and the means and manner by which its plant or plants, or any part thereof, shall be operated, relocated, shut down, or abandoned;
- k) the right to terminate, merge, consolidate, sell or otherwise transfer its business or any part thereof;
- l) the right to make and enforce safety and security rules and reasonable rules of conduct;
- m) the determination of the number of Employees, the assignment of duties thereto, the direction of the working forces, including but by no means limited to hiring, selecting and training of new Employees, and suspending, scheduling, assigning, appraising, discharging, laying off, recalling, promoting, demoting and transferring of its Employees.

2.02 The above rights are recognized as exclusive rights of Management except as modified by other specific terms of this Agreement.

2.03 The Employer and the Union will be fair and reasonable in application and administration of the Collective Agreement.

ARTICLE 3 - HOURS OF WORK AND OVERTIME

3.01 a) The normal working hours shall be as follows. An Employee who is unable to report for work at the regular starting time, for any reason, the Employee shall immediately notify any Supervisor by phone, text or email (except in cases beyond the control of the Employee). If there is no notification, absence may be considered absence without pay.

i) Regular Day Shift:

Forty (40) hour week consisting of five (5) eight (8) hour days Monday to Friday with a start time not to be earlier than 7:00 a.m. and no later than 10.30 a.m. with two (2) breaks of ten (10) minutes each with a ½ hour unpaid lunch.

ii) Afternoon Shift:

Forty (40) hour week consisting of five (5) eight (8) hour days Monday to Friday with a start time not to be earlier than 3:00 p.m. with two (2) breaks of ten (10) minutes each with a ½ hour unpaid lunch. The Afternoon shift premium and the Permanent afternoon shift premium are set out in 17.02 c) and d), respectively.

iii) Saturday Shift:

Forty (40) hour week consisting of five (5) eight (8) hour days Tuesday to Saturday with a start time not to be earlier than 7:00 a.m. and not later than 9.00 a.m. with (2) breaks of ten (10) minutes each with a ½ hour unpaid lunch.

Hours worked on this shift for Tuesday to Friday will receive a \$0.50 per hour premium. Saturday hours on this shift will receive a \$3.00 per hour premium.

iv) Sunday Shift:

Thirty-six (36) hour week consisting of three (3) twelve (12) hour days Saturday to Monday with a start time not to be earlier than 7:00 a.m. and not later than 9.00 a.m. with three (3) breaks of fifteen (15) minutes each with a ½ hour unpaid lunch. Employees will receive 40 hours pay on this shift plus a \$2.00 per hour premium.

v) Ten Hour Shift:

When Sunday Shift is implemented, the Tuesday to Saturday shift will be replaced with a forty (40) hour week consisting of four (4) ten (10) hour days Tuesday to Friday with a start time not to be earlier than 7:00 a.m. and not later than 9.00 a.m. with three (3) breaks of (10) minutes each with a ½ hour unpaid lunch. This shift will be used to rotate with the afternoon shift.

vi) Parts Department Day Shift:

Forty(40) hour week consisting of five (5) eight (8) hour days Monday to Friday with a start time not to be earlier than 6:30 a.m. and no later than 10:30 a.m. with two (2) breaks of ten (10) minutes each with a ½ hour unpaid lunch.

vii) Parts Department Mid-Day Shift:

Forty (40) hour week consisting of five (5) eight (8) hour days Monday to Friday with a start time of 12:00 p.m. to 8:30 p.m. with two (2) breaks of ten (10) minutes each with a ½ hour unpaid lunch.

b) Premiums and bonuses do not attract overtime.

3.02 a) Staffing of the Afternoon Shift, Saturday Shift and Sunday Shift would be on a volunteer basis. Failure to obtain sufficient volunteers to fill the position(s)

available will be filled on a two (2) week rotational basis. Should there be too many volunteers for the position(s) available the positions will be filled by the most senior Employee. Positions would be only available when vacancies exist.

- b)** Employees, who volunteer, may request to come off a permanent shift within fifteen (15) days from receipt of written notice.
- c)** Employees may request, and the Company will not unreasonably deny the request for permanent shift at the premium outlined above. Permanent shift shall mean at least three (3) months on the shift. The shift premium shall commence as soon as the shift is requested, accepted and started, but shall be repaid if the Employee comes off the shift for any reason of the Employee before completing three (3) months.
- d)** The Company can hire new Employees to work the permanent afternoon shift, provided that the new Employee does not displace any Employee working the voluntary permanent afternoon shift at the new Employee's start date.
- e)** For Parts and Service Employees who rotate from Tuesday to Saturday Shift to Monday to Friday Shifts there will be no overtime paid as a result of the rotation.
- f)** The Company shall give Employees ten (10) days' notice prior to shift change.

3.03 Nothing in this Agreement shall 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 regular shift pay shall be guaranteed to any Employee who reports for work at the start of a normal shift, except in the event of an emergency such as fire, flood, power failure, etc., beyond the control of the Company. In the event the Employee goes home sick prior to the end of the shift they will be paid as per 12.01 d) for the balance of the shift. In the event the Employee volunteers or requests to go home prior to the end of the normal shift, they will do so with no pay.

3.04 Saturday, Sunday and Afternoon Shift parts person(s) will be paid for the lunch period at the appropriate rate of pay, providing no qualified Employee is available to replace them during the lunch period.

3.05 Mechanics will be allowed ten (10) minutes prior to the end of their shift to complete all necessary paper work and clean-up of work area.

3.06 a) One and one-half (1½) times the Employee's regular straight time hourly rate of pay shall be paid for:

- i)** For the first two (2) hours worked in excess of regular scheduled hours.
- ii)** The first two (2) hours on the first day of rest.

b) Two (2) times the Employee's regular straight time hourly rate shall be paid for:

- i)** Hours worked in excess of two (2) hours on the first day of rest.

- ii) Hours worked on the second and subsequent days of rest of an Employee's work week.
 - iii) Hours worked in excess of ten (10) hours in one work day except the ten (10) hour shift which is for hours worked in excess of twelve (12) hours and Sunday Shift which is for hours worked in excess of fourteen (14) hours.
 - iv) Hours worked on a holiday included in this Agreement.
- c) 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 \$20.00 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.
- d) For the purpose of this Agreement, a meal shall be defined as food which is purchased for and Employee's consumption at the time of purchase.
- 3.07** An Employee who is required to work overtime shall not be laid off during the regular shift hours on the day the overtime is worked for the purpose of avoiding overtime pay.
- 3.08**
- a) The Company shall provide an equitable distribution of overtime among qualified Employees in the same classification. If a concern arises in the branch, overtime hours will be reviewed with the Shop Steward.
 - b) Employees requested to work overtime on the same day shall be given at least two (2) hours advance notice, when practicable, prior to the end of the shift. Employees requested to work on the days of rest and General Holidays shall, when practicable, be given one (1) days' notice prior to the overtime.
 - c) Employees requested to work overtime will not be discriminated against should they refuse. Overtime shall be considered voluntary except in the Parts Department for inventory counts as required, which will be planned and scheduled.
 - d) All overtime must be approved by the Supervisor.
- 3.09**
- 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 four (4) hours pay at applicable rates of pay. A \$300 per week on-call allowance will be paid to the Field Service technician designated to be on call. All Field Service technicians are required to participate equally in the on-call program and the on-call Service technician is expected to use reasonable judgement to ensure the customer is informed of all costs prior to arrival at the customer site.
 - b) 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 applicable

rates of pay. \$ 200 per week On-Call allowance will also be paid to Parts department Employees designated for call-out. All call outs for Parts Departments Employees on Sundays will be paid at two (2) times the Employee's regular straight time hourly rate of pay. All Parts Journeypersons are required to participate equally in the on-call program and are expected to use reasonable judgement to ensure the customer is informed of on-call fees prior to arrival at the branch. Equal participation includes a fair rotation of statutory holidays.

3.10 For the purpose of computing time worked in excess of regular scheduled shift hours in any one day or premium time for rest days and General Holidays, a day shall consist of twenty-four (24) consecutive hours from the time an Employee begins the shift to which the Employee is assigned.

3.11 Eight (8) hours shall have elapsed between the time an Employee last worked for the Company and the time they are required to commence work again, otherwise overtime rates shall apply to all work performed until such clear time is obtained.

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

This Article will not be in effect and overtime will not be paid if the Employee requests a change of shift which results in less than eight (8) hours between shifts.

The Employee will be paid at straight time for any hours not worked on their next shift up until the eight (8) hours has elapsed and will only be required to complete their next shift otherwise overtime will apply.

3.12 At any one time, the most senior one quarter 25% of the bargaining unit Employees within each department shall be exempt from compulsory duty on any shift other than the regular day shift.

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.

ARTICLE 4 - TRANSPORTATION AND EXPENSES

4.01 Employees required to report for work outside their regular home branch (Calgary or Red Deer) who do not return daily, shall be paid all their transportation, accommodation and meal expenses. Transportation expenses, other than the use of a Company vehicle, and accommodation expenses are to be approved by Management prior to the booking of reservations. Meals, if not provided, to a maximum value of sixty dollars (\$60.00) for each day, GST included. Itemized restaurant receipts are required for all meals (no alcohol will be reimbursed).

With Managements' approval, an option of a rental vehicle shall be provided to an Employee required to travel on Company business. With Managements' approval, an Employee may choose to use their personal vehicle for travel and be reimbursed mileage at current rate of reimbursement.

- 4.02** Travel time and layover time during the Employee's regular shift hours will be paid at straight time. Travel time and layover time authorized by the Company or the customer, outside the Employee's regular shift hours, will be paid for at the applicable rate of pay up to a maximum of eight (8) hours in any twenty-four (24) hour period.
- 4.03** Time spent driving or travelling in a motor vehicle to and from such job or jobs shall be considered as time worked, except where first class sleeping accommodation is provided while travelling on a public conveyance. In this instance, time would cease at 9:00 p.m. and commence at 8:00 a.m. the next day. Field service technicians are expected to start their day either at the home branch, (Calgary or Red Deer) or customer site as directed by the supervisor.
- 4.04** In going to work outside the limits of Greater Calgary and returning daily, Employees shall be at such city limits at the starting time, and allowed time to return to such city limits at the close of the work day. They shall be paid all fares to and from the city limits to place of work, or alternatively, be supplied with transportation by the Company. It is understood that where Employees reside in the city where the work is being done, they shall report to and finish work at the regular starting and stopping time.
- 4.05** Any Employee regularly incurring business expenses for travel purposes will be required to obtain a Company credit card and use the Employee expense reimbursement system. To initiate the card, the Employee will be required to complete an application and provide their banking information, including a void cheque to allow for direct payment of Employee expenses to their designated bank account. Expenses are to be submitted via the Company submission portal as a minimum on a monthly basis to reflect all expenses incurred each month.

If an Employee not eligible for a Company credit card is required to travel by air on Company business the flight must still be booked on a Company credit card, which will be coordinated by the department manager.

All additional expenses submitted, the day upon return to work, will be reimbursed to the Employee within two weeks.

- 4.06** Any flights booked on a Company card will include flight Accidental Death and Dismemberment insurance up to \$300,000.

4.07 TRAINING

- a)** All training will be made available to qualified Employees (defined for purposes of this clause only as per Cummins Inc.'s pre-requisite program) on an equitable basis. Cummins training for probationary Employees and apprentices will be at the discretion of management.
- b)** In regard to virtual training, the Company, at its sole discretion, will provide paid time during the workday to complete virtual training. Further, at the sole discretion of the Company, and if the Employee volunteers, select courses may be made available for Employees to complete after the completion of their workday, either on the Company premises or at home. For such select courses, the Employee will be paid their regular hourly rate of pay for the suggested learning times set out in the virtual training course listings. Payment will only be

made upon the Company receiving confirmation that the Employee has passed the course(s). Further, this payment is only available for the first attempt of the course. Subsequent attempts by the Employee to pass the required training course may be undertaken after normal working hours if so desired by the Employee but must be done on the Employees own time without pay.

- c) Employees required to train outside their regular home branch (Calgary or Red Deer) area shall be paid all their transportation, accommodation and meals. Transportation expenses, other than the use of a Company vehicle, and accommodation expenses are to be approved by Management prior to the booking of reservations. Meals, if not provided, to a maximum value of sixty dollars (\$60.00) for each day, GST included. Itemized restaurant receipts are required for all meals (no alcohol will be reimbursed). All expenses submitted will be reimbursed to the Employee within two weeks.

If an Employee resigns within six (6) months of training, they will be responsible to repay to the Company, all costs associated with training including cost of training and expenses such as travel, accommodations and meals.

- d) Travel time to and from the training location will be paid at the regular hourly rate of pay as per Article 17. Overtime will not apply.
- e) Employees required to train or attend Company programs off site within Calgary limits will receive a meal allowance to a maximum of \$20.00 including GST if meals are not provided. Employees must provide a receipt in order to receive reimbursement.
- f) An Employee will be given ten (10) calendar days' notice prior to being scheduled out of town training, when possible and with Employees consent.

ARTICLE 5 - SENIORITY

5.01 PROBATION

When a new Employee is hired in the Service or Parts Department, it is agreed that they shall be on probation for one hundred eighty (180) calendar days worked calculated from initial date of hire. During this period seniority will not be applicable. When the probationary period is completed seniority will commence from the date of hiring. On the first day of the month following the completion of ninety (90) calendar days from date of hire, Company benefits (other than pension) will commence.

- 5.02 In the event of layoff due to a reduction of the working force in a particular classification within a department, probationary Employees will be laid off first. Thereafter the principle of last person on, first person off, shall prevail within their classification in each department. In the event of a recall of Employees on laid off status, they shall be recalled in reverse order of departmental layoff.

- a) Classifications are as follows:

Parts

- Journeyperson & Apprentice Technicians

- Shipper/Receivers
- Warehouse Persons
- Pick Up Drivers

Service

- Journeyperson & Apprentice HET Technicians
- Journeyperson HET Field Service Technicians
- Power Generator Technicians
 - Level 3
 - Level 2
 - Level 1
- Red Deer Field Service Technicians
- Labourer / Maintenance

- b)
 - i) If an Employee is to be laid off for two (2) weeks or less, a minimum of eight (8) working hours' notice shall be given to the Employee. This will be offered on a volunteer basis. In the event there are no volunteers layoff will be applied through reverse seniority.
 - ii) If an Employee is to be laid off for more than two (2) weeks, he is to be given a minimum of seven (7) calendar days' notice.
- c) Employees affected by layoff and the Department Shop Steward shall be notified in writing at the time of layoff.
- d) After an Employee has been laid off for more than thirty (30) days the Company will not be compelled to maintain the Employee benefits. The Company shall notify the Employee, in writing, the date on which all the coverage as provided will be terminated.
- e) If layoffs occur in the Journeyperson & Apprentice Technician classification the Employer agrees not to utilize the Field techs in the shop for more than five (5) working days. If the work extends past five (5) working days then the laid off employee from the Journeyperson & Apprentice classification must be recalled.

5.03 Employee status and seniority shall both terminate when:

- a) Employment is terminated due to resignation or discharge for cause.
- b) Employment is terminated when absent due to layoff for a period of time equal to the Employee's seniority or twelve months whichever is least.
- c) Employees absent from work due to disability do not inform the employer of their disability status, present address and phone number in intervals of not more than six (6) months and immediately following any change of address or phone number.
- d) An Employee retires.
- e) An Employee is absent without permission from the Company for two (2) working days. Extenuating circumstances will be taken into consideration.

- f) The Employee either fails to notify the Company of their intention to report to work within three (3) calendar days after personal notification of recall by telephone with a Shop Steward present or email including the shop steward or fails to report to work within seven (7) calendar days after notice of recall by the Company.
- g) An Employee can no longer be gainfully employed in their previous position with the Company due to disability and is no longer covered by the long term disability plan.

5.04 The Company agrees that in making promotions or in filling newly created jobs, preference will be given, whenever possible, taking into consideration qualifications, ability, training, and ability to accept further training within a practical timeframe, to those currently employed. If all of these items are equal then the promotion will be on the basis of seniority. This does not preclude the Company from filling the vacancy from outside the Company.

Where a vacancy occurs or a new job is created, notice will be posted on bulletin boards, Intranet and internet sites for a minimum of seven (7) working days. The notice shall set out the job classification, shift schedule and qualifications required. A copy of all postings will be forwarded to the Union Office.

5.05 Employees who accept transfers to positions outside the bargaining unit within the Calgary branch will retain seniority accumulated at the date of such transfer and will have the lesser of one (1) year or their seniority in which to return to their former classification in the bargaining unit. Once an Employee exceeds one (1) year in the non-bargaining unit position, they will forfeit their seniority and all other rights to the Collective Agreement. The Employee's return will be contingent upon an available posting.

5.06 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.

5.07 The Management shall have the right to transfer any Employee for educational training purposes without regard to seniority for a period not to exceed ninety (90) days on any one job. The employee being trained will receive wages as per Article 17.01 at their original rate.

5.08 The Company shall, at least once every three (3) months, post on a Union bulletin board in a conspicuous place on its premises, an up to date list of all Employees covered by this Agreement, showing the date when each commenced their employment with the Company. A copy shall be given to each Shop Steward.

5.09 PERSONAL LEAVE OF ABSENCE

- a) Consistent with manpower requirements, an Employee upon providing written request with a minimum ten (10) working days' notice if the leave of absence is longer than one day 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.

- b) When such leave is granted, the Employee shall retain their seniority rights. Any leave beyond sixty (60) calendar days will be added to the Employee's 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.
- c) Benefits under these terms of the Collective Agreement will continue to be in effect for a period not less than thirty (30) calendar days.
- d) 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.
- e) Employees will be entitled to 3 days unpaid leave for parental leave.

ARTICLE 6 - DISCIPLINE AND DISCHARGE

- 6.01** The Company may at any time discipline an Employee up to and including discharge for just cause including but not limited to such causes as dishonesty, insubordination, soliciting or doing customer type work (similar to that performed by Cummins Canada ULC), during off hours except when on layoff, hauling unauthorized passengers, drinking on Company property or on duty, reporting to work in an intoxicated condition, wilfully destroying or damaging Company property or the property of other Employees, failure to report an accident or damage to Company property, possession of, taking of, or under the influence of illegal drugs while on Company property or on duty, falsification of records, fighting while on duty or on Company property or use of malicious, abusive or threatening language while on duty or on Company property. The Company must take action within ten (10) working days if an Employee has been deemed to require discipline from the time the department manager becomes aware of the offence.
- 6.02** The Company may also discharge an Employee after three (3) written notices for different causes such as excessive absenteeism, failure to notify the Company immediately in all cases where an Employee is unable to report for work at the regular starting time for any reason (except in cases beyond the control of the Employee), repeated problems in meeting the published Standard Repair Operations Time as established by Cummins Canada ULC, and repeated poor or faulty workmanship. Written warning notices will expire after eighteen (18) months and be destroyed after two (2) years. Employees can review their file at any time upon giving 5 days written notice. This review will include HR or a member of management and may include the Shop Steward and/or Union Business Representative.
- 6.03** In the event it is proven that an Employee has been discharged without just cause, the Employee shall be reinstated without loss of seniority or benefit status and with full, partial or no compensation for time lost as agreed upon by the Company and the Union or as directed by an arbitrator.
- 6.04** The Company will inform Employees who are being disciplined of their right to have a Shop Steward present.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.01** The grievance and arbitration procedures provided herein shall constitute the sole and exclusive method for resolution of any and all grievances.
- 7.02** The word "grievance" as used in the Agreement means a complaint filed by an Employee alleging failure of the Company to comply with some specific provision of this Agreement.
- 7.03** A grievance to be recognized must be brought to the attention of the Company within five (5) working days of its occurrence.
- 7.04** If a grievance should arise, it shall be settled in the following manner:
- Step 1:** The aggrieved Employee or Employees shall first attempt to adjust the matter with the Supervisor, with or without the assistance of the Shop Steward as the Employee or Employees may elect. The Supervisor shall give his answer within three (3) working days.
- Step 2:** Any grievance which cannot be satisfactorily settled in Step 1 shall be reduced to writing and submitted to the Department Manager by the Shop Steward within ten (10) working days following the Company's answer in Step 1. The Department Manager shall give his written answer within ten (10) working days.
- Step 3:** Any grievance which cannot be satisfactorily settled in Step 2 shall be submitted to the Business Agent and General Manager or the designated representative within ten (10) working days after receipt of the Company answer at Step 2. The Company shall render a decision in writing within seven (7) working days after submission of the grievance to Step 3.
- 7.05** In the event the Company's decision at the conclusion of Step 3 is unsatisfactory to the Union, the grievance may be appealed to arbitration as provided in Article 8.
- 7.06** Failure to process a grievance from any step of the grievance procedure to the succeeding step within the time limit provided shall be construed for all purposes as an abandonment of the grievance and the Company's last answer shall be final and binding. Should the Company fail to meet the established time limits in responding to a grievance, the grievance shall automatically progress to the next step of the procedure. Only by mutual Agreement between the parties may time limits be extended. Requests for time extensions by either party shall not be unreasonably withheld.
- 7.07** No grievance, the basis for which occurred prior to the effective date of the Agreement, shall be subject to adjustment by the grievance procedure set forth herein.

ARTICLE 8 - ARBITRATION

- 8.01** Notice of desire to appeal the Company's Step 3 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.
- 8.02** Only matters which come within the specified definition of a grievance as set forth in Article 7.02 and 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.

8.03 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. Any award of the arbitrator within the above limitations shall not be retroactive in any case more than five (5) working days prior to the time such grievance was presented at Step 1 of the grievance procedure. 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.

8.04 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 9 - STRIKES AND LOCKOUTS

9.01 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 cause or take part in any strike, slow-down or stoppage of work.

9.02 The Shop Stewards have no authority to take strike action, or any other action interrupting the Company'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 stating that the action of the Shop Steward or members is unauthorized as soon as possible. The Company shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward or member has taken unauthorized strike action, slow-down or work stoppage in violation of this Agreement.

ARTICLE 10 - HOLIDAYS

10.01 The Company shall give to each Employee a holiday with pay on each of the designated holidays. For each such holiday an Employee shall be paid not less than the equivalent of the wages the Employee would have earned at the Employee's classified rate of pay for the Employee's normal hours of work.

10.02 The Holidays referred to herein are:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Eve Day
Canada Day	Christmas Day
August Civic Holiday	Boxing Day

- a) The Company will provide a written copy of the recognized holidays and hours of operation by January 30 of the New Year.

10.03 When a holiday falls on a Saturday or on a Sunday or on an Employee's weekly day off, then the next work day shall be observed as a holiday. If Christmas Day and Boxing Day fall on a Saturday and on a Sunday respectively, or on an Employee's weekly day off, then the next two work days shall be observed as holidays.

10.04 To be eligible for a paid holiday, an Employee must work the regular working day immediately preceding, and the regular working day following the holiday concerned unless extenuating circumstances prevail. This requirement may be waived with the prior consent of the Department Manager.

10.05 When a holiday falls within an Employee's scheduled vacation they shall receive the pay of a normal shift for the holiday in addition to their vacation pay or a day off with pay in conjunction with his vacation.

ARTICLE 11 - VACATIONS

11.01 a) The Company shall give an annual vacation which will be allocated on the basis of seniority with twenty five percent (25%), up to four (4) Employees to a maximum of two (2) per shift excluding regular day shift (e.g. Two (2) from Tuesday to Saturday and two (2) from Afternoon Shift) scheduled vacations at the same time in the Service Department. If there are twenty five (25) or more Employees in the Service Department, the maximum limit will be increased to five (5), but no more than four (4) from the permanent regular day shift.

b) The Company shall give an annual vacation which will be allocated on the basis of seniority with twenty percent (20%) scheduled vacations at the same time in the Parts Department. Two (2) Journeyman Parts Technicians are not allowed to take holidays at the same time, unless there are seven (7) Journeyman Parts Technicians currently employed. Three (3) Journeyman Parts technicians are not allowed to take holidays at the same time unless there are twelve (12) Journeyman Parts Technicians currently employed.

c) Vacation may be taken in one continuous period during the year except between the second Monday in June and the first Friday after Labour Day of each year ("Prime Time"). The maximum vacation taken within the Prime Time period shall be two (2) weeks or seventy five percent (75%) of the Employee's vacation entitlement to a maximum of three (3) weeks, whichever is greater, unless otherwise requested by the Employee in writing, and agreed to by the Company in writing. During Prime Time, Employees must book their vacation in week blocks.

d) A vacation list for bargaining unit Employees will be posted in the lunch room by the Company on February 1 of each year. Vacations will be selected during the month of February with the allotted vacations for each Employee indicated on the schedule. The vacation schedule will be removed on the last day of February and the Company will approve the vacation schedule by March 31 of the current

vacation period based on seniority and repost on the Union bulletin board. Any vacation time not selected by March 31st will be approved on a first request basis on written request by an Employee.

- e) Requests for single days during prime time may only be booked after March 31 or when the holiday schedule is completed, whichever comes first. Single days will only be granted based on availability. Vacation time cannot be changed once it has been approved without mutual consent of the Employee and the management. Vacation time entitlement will be posted adjacent to the Employees' names. Vacations will be based on the following entitlement.

- 11.02 a) Employees covered by the terms of the Agreement shall receive vacations with pay at their current wage rate based on Employee's anniversary date and based on the following:

YEARS OF SERVICE AS OF THE EMPLOYEE'S ANNIVERSARY DATE	WEEKS VACATION	HOURS OF VACATION PAY
1 year but less than 3 years	2	80
3 years but less than 9 years	3	120
9 years but less than 15 years	4	160
15 years but less than 20 years	5	200
20 years and over	6	240

- b) New Employees, upon completion of six (6) months employment, and subject to the other provisions of Article 11, 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.
- c) Employees will not accrue vacation pay during periods of short-term or long-term disability.

11.03 The vacation period will be the twelve (12) month period starting January 1st of each year effective January 1st, 2020. Vacations for two (2) consecutive years may not be taken in adjacent periods.

11.04 An Employee's scheduled vacation period shall not be changed by the Company, after the vacation period has been approved, without the consent of the Employee concerned.

11.05 Each Employee shall be required to take the full annual holiday period that they are entitled to under the provisions of this Agreement. They will not be permitted to waive vacations and draw double pay or allow the vacation to accumulate.

11.06 Where an Employee becomes disabled as a result of sickness or accident prior to commencement of such Employee's scheduled vacation period and where such disability extends into the scheduled vacation period, the vacation may be postponed and another period assigned.

11.07 Where an Employee becomes disabled as a result of sickness or accident after vacation has commenced, the period of such disability shall be considered as an absence due to

sickness and excluded from vacation. The Employee shall be granted an equal number of calendar days concurrently as an extension or at a later date.

ARTICLE 12 - HEALTH AND WELFARE

12.01 The Company will provide and maintain the following Health and Welfare coverage for its Employees. The premium is to be paid by the Company, unless otherwise stated, except that the Employees are to pay the premiums for Life Insurance and Accidental Death and Dismemberment (AD&D).

- a)** Medical - equivalent to the coverage under the present Company Benefits Provider, except that Employees will use a direct charge card supplied by the Company to charge applicable per cent of all eligible drugs and medicines direct to the Company, Benefit Provider at the employee selected coverage level, except the dispensing fee which shall be paid by the Employee. Reimbursement of eligible drugs and medicines will be subject to the government plan's low cost alternative and reference based pricing policies unless otherwise directed by the Employee's doctor. Orthotics will be covered in accordance with the booklet based on employee selected coverage level.
- b)** Dental - Benefits as set out in the Company's Benefits Provider health booklet at the "usual and customary" rate as defined by Company's Benefits Provider. Orthodontics coverage will be based on employee selected coverage level for dependent children only.
- c)** Life Insurance - 2X annual earnings to a Max of \$700,000 reduced by 50% at age 65.

An amount equal to your Basic Life benefit, which pays an additional amount in the event that death is due to accidental causes also covers losses such as loss of limbs, sight, speech, hearing, and paralysis. At age 65, the benefit is reduced by 50% and terminates at age 70 or retirement, whichever comes first.

Optional Life Insurance – Available in \$10,000 units to a maximum of \$500,000, for you and your spouse, subject to approval of evidence of insurability. If you are covered under this plan as both an Employee and a spouse, you are limited to the \$500,000 maximum.

Optional Child Life Insurance – Available in \$10,000 Units to a maximum of \$50,000. If you don't select maximum coverage when first eligible, you will only be able to select \$10,000 of coverage without medical evidence during the annual re-enrolment period or a qualifying life event. Any additional coverage will require medical evidence.

- d)** Weekly Indemnity from an Insurance Company in the amount of 90% of basic earnings for twenty-six (26) weeks commencing on the first day of disability due to non-occupational accident (accompanied with a doctor's note) or on the tenth calendar day due to personal illness (when accompanied by a doctor's note). In addition to the benefits above, the Employee shall be credited 6 flex days (equivalent to 6 working days) per year (to be loaded on January 1st) at 100% of the Employees' regular rate of pay to be used as sick time when required. Any unused time shall be paid out at 100% at the current rate of pay on the next pay period following December 31st, 2021. In year 5 of the agreement the employer

will replace the six (6) flex days with two (2) flex days, and eight (8) sick days to be used for medical and dental purposes. Flex days are to be used at the employee's discretion. A doctor's note may be required for the sick days, as per company policy. There will no longer be a carry over or payout for unused days at the end of the year. Sick days can be taken in 1 hour increments to accommodate appointments.

The usage of appointment time as per 12.04 will be deducted from the credited hours in this clause.

One (1) flex day is equivalent to 8 hours for Employees on an 8 hour shift (48 hours total) and 10 hours on a 10 hour shift (60 hours total).

Flex days may be used by Employees for appointments, sickness or personal leave.

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

The Company will reimburse to the Employee, the cost of any doctor's notes required by the Company or the insurance provider within 2 weeks of submission of receipt to a maximum of \$75.

- e) Vision Care Insurance will be provided by the Company Benefit Provider as defined by the Employee selected plan every two years.
- f) Long term disability insurance plan subject to the terms of the Company's Benefits Provider booklet. Benefits are 60% of the first \$3,500 of monthly earnings, plus 50% of the next \$4,500 plus 40% of the balance to a maximum of \$8,000 per month of regular earnings (subject to certain stated reductions) at the end of twenty-six (26) weeks of short term disability.
- g) The Company will reimburse to the Employee, the cost of any forms required by the Company or the insurance provider. The Company will make best efforts to reimburse within 2 weeks of submission of receipt.
- h) Paramedical (registered practitioners)

Chiropractor, Osteopath, Naturopath, Massage Therapist, Speech Therapist, Physiotherapist, Psychologist/Social Worker, Podiatrist/Chiropodist, Acupuncturist, Audiologist, Occupational Therapist will be provided by the Company Benefit Provider as defined by the Employee selected plan.

- 12.02** An Employee will be eligible for and is required to participate in all of the coverage outlined above on the first day of employment.
- 12.03** Employees are required to report for light duty work when on disability, Company or WCB, with their doctors' approval.
- 12.04** Doctor, dental or other health appointments (excluding emergencies) are limited to three and a half (3 ½) hours of paid sick time. Requests to attend non-emergency appointments must be made at least 2 days prior to the appointment. Time required in

excess of three and a half (3 ½) hours must be approved by the Company and be booked four (4) working days before the appointment. In order for an Employee to be paid for time off, proof of attendance to the appointment must be supplied by the end of the following workday.

ARTICLE 13 - PENSION PLAN

13.01 Each Employee shall be required to participate in the Company's Pension Plan and shall be required to contribute to the plan 5% of the Employee's pay for all hours worked. The Company shall also be required to pay to the plan 6% of the Employee's pay for all hours worked.

13.02 Employees will be eligible to join the Pension Plan on the first day employment.

13.03 An Employee's pension will be vested immediately upon enrolment in the pension plan.

ARTICLE 14 - GENERAL PROVISIONS

14.01 Any Employee suffering injury while in the employ of the Company must report immediately to the Supervisor and First Aid attendant or as soon thereafter as possible and also report directly to the Supervisor on returning to work. If such accident is covered by Workers' Compensation, the Employee will be entitled to payment at his regular rate for the full shift on the day of the accident provided the Employee presents a doctor's certificate to the Company upon his return to regular duty.

a) The cost of any doctor's notes for non-disability claims requested by the Company will be reimbursed by the Company within two (2) weeks from date of expense submittal.

14.02 All Employees required to wear coveralls or smocks shall have eleven (11) clean sets supplied every two weeks by the Company. Employees are expected to take reasonable care of clothing supplied.

14.03 Customer Employees, dealers, dealer Employees, and any others, which the Company deems in its interest to provide training are to be allowed to work in the shop without remunerations, 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.

14.04 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, adult interdependent partner (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.

14.05 JURY DUTY AND COMPANY WITNESS - When an Employee is called upon to be a witness on behalf of the Company or on jury duty, he shall be paid up to eight (8) hours per day at his applicable rate of pay on a straight time basis.

All jury duty and witness pay received by an Employee for the days he received pay from the Company shall be paid over to the Company.

14.06 The Company shall, during this contract period, reimburse each Employee two hundred and twenty-five dollars (\$225.00) times the number of years in the contract period, for the purchase of safety boots or shoes. Employees must provide proof of purchase in the form of a receipt in order to receive reimbursement. New hires will be provided reimbursement upon completion of their probationary period.

In the interest of avoiding injury to the members of the bargaining unit, it is mandatory that safety shoes and other personal protective equipment deemed by the company to be required, be worn by each member during each shift worked.

14.07 The Company agrees to provide a Notice Board on which the Union shall be entitled to post official notices for the information of members subject to Management approval before posting, but not to be used for the purpose of disseminating political propaganda.

14.08 HEALTH AND SAFETY - The Company agrees to furnish safe and healthful working conditions at all times and to provide adequate and modern devices with regard to safety and sanitation.

The minimum working conditions are set out in the Occupational Health and Safety Act (such as providing a first aid training program and identification and training in the use of hazardous materials) and in addition the Company agrees to the following:

- a)** Set up a Health and Safety Committee consisting of one Management and two Union members from the Service Department and one Union representative from the Parts Department. The committee shall meet quarterly or more often as deemed necessary and shall have the following duties and responsibilities:
 - i)** Select a chairperson who will ensure the committee's responsibilities are carried out;
 - ii)** Make recommendations to the General Manager for safety improvements;
 - iii)** Keep records of each meeting and publish results of meetings and safety issues addressed during the previous quarter;
 - iv)** Investigate all accidents reported in their respective departments and prepare a written report for the General Manager and the quarterly meeting;
 - v)** Make monthly inspections of their respective department's work area and bring potential problems to the attention of the General Manager and the quarterly meeting.

Employees will be paid at their regular rate of pay for all time spent on the above noted responsibilities;

vi) First-Aid Person

When an Employee is designated as First Aid Person by the Company, they shall receive a premium according to:

Classification	Premium
OFA Level 1	\$0.60/hr.
Designated OFA Level 2	\$1.10/hr.

In the event management determines there are too many Employees with a 1st Aid ticket in any particular area, in order to determine who receives the rate, seniority will prevail.

A list of First Aid Persons will be posted including date of certificate expiration. Designated First Aid Persons will be kept current and allowed to renew their certificate upon expiration at the Company's expense and time. If insufficient First Aid Persons are available then the most senior person will have the first right of refusal for this position.

There will be a minimum of two First Aid Persons on each shift.

b) Company supplied work clothes and PPE.

The Company shall provide at its' expense, specialty clothing and personal protective equipment on an as needed basis, determined in accordance with its' Health, Safety and Environmental policy.

Winter equipment shall include correctly fitting winter coveralls and winter gloves for each service truck, three parkas and two sets of winter coveralls for the Service Department, one pair of gloves each year for all Service Department technicians, two parkas for the Parts Department and one pair of winter gloves for each Parts Department Employee.

14.09 NON BARGAINING UNIT EMPLOYEES WORKING – Non bargaining unit Employees shall not perform work coming under the exclusive jurisdiction of this Agreement except under the following types of conditions:

- a)** To experiment or diagnose problems with equipment, machinery, tools, materials or products or new methods or processes;
- b)** To train or instruct Employees, Customer or Dealer Employees;
- c)** To lend assistance on jobs where needed by Employees;
- d)** In case of urgent work that would disrupt operations until Employees are available;

- e) In case of responding to essential service customers (i.e. hospitals, police, fire, utilities, airports and telecommunications) until Employees are available;
- f) To perform work that is incidental to managerial responsibilities;
- g) When a bargaining unit Employee is not reasonably available.

14.10 TOOL INSURANCE - The Company shall provide tool insurance coverage to each eligible Employee to a maximum of \$30,000, with one hundred dollars (\$100.00) deductible per loss, effective June 01, 2010. Such coverage shall pay the cost of replacing the Employees' tools, tool for tool necessary to work on Cummins engines and components. Each Employee will provide an inventory of his tools on a form supplied by the Company to be eligible for insurance. The Company agrees to pay one hundred per cent (100%) of the cost of this coverage.

14.11 For Employees with more than twelve (12) months service, the Company, at the Service Manager's discretion, will repair or replace air impact and torque wrenches used exclusively in the Company's business. These provisions will also apply to cordless impact 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. For purposes of the implementation of this provision, calibrations will be completed within 90 days of contract ratification.

Warranties will be covered by the respective manufacturer and handled by the Mechanic.

14.12 A Steward Committee will arrange a contract with a tool supplier (Mac Tools or Snap On or Matco). The choice of supplier will be determined by individual Employees on June 1st of each year. Either dealer will submit a bill to the Company. The mechanics will be provided with an annual tool allowance to a maximum (including GST) of five hundred dollars (\$500.00).

14.13 Employees become eligible for the annual tool allowance after one (1) year's employment with the Company.

14.14 Best efforts will be made to reimburse the Employee within 2 weeks of submitting a receipt for any authorized expense incurred not covered under any other Article in this Collective Agreement.

14.15 Tool box size, for all new hires after the date of ratification, will be limited due to space considerations and therefore needs to be approved by the Service Manager prior to hire or in the event of a current employee changing boxes.

ARTICLE 15 - APPRENTICES

15.01 A person registered under the Alberta Apprenticeship program.

15.02 The Employee will attend full time apprenticeship training once per calendar year at the manager's discretion.

- 15.03** Apprentices will receive their next classification level upon successful completion of schooling and hours (hours will be cumulative throughout the whole apprenticeship program).
- 15.04** Any apprentice who continually demonstrates ability, qualifications, and performance commensurate with the requirements of a higher step in the schedule, at any interval, be advanced to such higher step at the Company's discretion.
- 15.05** A technician that has completed the 3 year apprenticeship program and is now a journeyperson technician may take the fourth (4th) year technical training at an agreed upon time by the Service Manager. This training will be at the Employee's expense completely and no increase in salary will be applied once completed.
- 15.06**
- (a)** 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.
 - (b)** The plan provides that the EI benefit rate (gross amount) and the SUB payment will equal 95% of the Employee's weekly earnings.
 - (c)** Payment in a & b above will be made by the Company to the Employees and the Employee 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.
 - (d)** Should the SUB plan be discontinued by the government, the Company will pay the 95% of an Employee's weekly earnings for apprentice training.
 - (e)** The Company will pay one hundred percent (100%) to a maximum of one thousand four hundred dollars (\$1,400.00) for the tuition fees, text books and parking or public transportation required for the program. Fees for a second or subsequent attempts will not be reimbursed. Extenuating circumstances will be considered. If an apprentice resigns within 6 months of training, they will be responsible to repay all of the costs associated with the training.
 - (f)** If an Employee, with mutual consent of the Company, chooses to challenge any level of the apprenticeship, the apprentice will be responsible for all costs and lost time. If the apprentice is successful on his first attempt at challenging the exam, the Company will reimburse the apprentice for tuition fees and text books and up to four (4) hours pay for writing the exam.
 - (g)** Best efforts will be made to reimburse the Employee one hundred percent (100%) within 2 weeks of submitting a receipt for registration or text books associated with upcoming apprenticeship training.
 - (h)** 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.

ARTICLE 16 – WAGES, CLASSIFICATIONS AND PREMIUMS

16.01 Classifications and regular hourly rates of pay shall be as follows:

Per cent increase/ year	0.00%	1.00%	2.00%	2.00%	2.25%
a) SERVICE DEPARTMENT	June 1 2018	June 1 2019	June 1 2020	June 1 2021	June 1 2022
Journeyman Mechanic HET*	44.36	44.80	45.70	46.61	47.66
Power Generator Technician	44.36	44.80	45.70	46.61	47.66
Red Deer Field Service Technician	44.36	44.80	45.70	46.61	47.66
Apprentice HET*					
1 st year	29.29	29.58	30.17	30.78	31.47
2 nd year	35.13	35.48	36.19	36.91	37.75
3 rd year	37.94	38.32	39.09	39.87	40.76
Labourer/Maintenance/Mechanics Helper	23.50	23.74	24.21	24.69	25.25

All Employees must comply with the Alberta Apprenticeship Board’s certification requirements.

Certified Technicians (Mechanics) working without an Alberta recognized Journeyman HET* license will receive 3rd year Apprentice rates until a Journeyman HET* license is obtained. The Union shall be notified of their trade status upon employment and upon successful completion of certification. These Technicians must be indentured within six (6) months of being hired. These Apprentices will fall under the terms outlined in Article 16.

CLASSIFICATION DESCRIPTION

- i. *JOURNEYPERSON HET (Heavy Equipment Technician) - One who holds any of the HET Journeyman's tickets or equivalent as determined by the Alberta Apprenticeship Board (excluding HET – 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. Required to meet S.R.O. times as set out by Cummins Inc. for worldwide use.
- ii. RED DEER FIELD SERVICE TECHNICIAN – a Journeyman Mechanic that is a dedicated field service technician, residing and working in the area of Red Deer.
- iii. LABOURER / MAINTENANCE / MECHANICS HELPER

The purpose of Labourers/Maintenance/Mechanics Helper are not to replace the role and duties of an HET apprentice but to assist in the shop or field performing assigned minimal tasks.

- Support Cummins Canada ULC / Everything Speaks philosophy
- Clean truck shop and maintain First in Class image

- Empty Garbage cans daily or as required
- Keep Storage areas clean and organized
- Perform inspections of shop equipment on schedule interval
- Perform or arrange for repairs of shop equipment as required
- Maintain tool room and ensure it is kept clean and organized
- Arrange to repair or replace any defective tools
- Any other basic maintenance duties as assigned by management
- Work with Safety to arrange inspection and maintenance of equipment, e.g. Fire extinguishers, cranes, etc.
- Clean shop/parts truck and equipment as required
- The Labourer's job duties will also include assisting an HET, in either the shop or the field, in the scope of cleaning parts, organizing tools, oil changes and the removal of guarding.

iv. **POWER GENERATION TECHNICIAN** – One who holds a certified Journeyman Heavy Equipment Technician ticket or equivalent as determined by the Alberta Apprenticeship Board, or holds a valid Journeyman qualification in one or more of the following fields:

1. Journeyman Electrician.
2. Journeyman Electric Motor Systems Technician.
3. Journeyman Automotive Service Technician.
4. Satisfactory alternate training and or experience in the engine generator set field as determined by the Company.

Qualified to provide excellent customer service to all Cummins customers, troubleshoot and repair of all Cummins PG units. Requires no supervision. Required to meet standard repair times as set out by Cummins Inc. for worldwide use.

Per cent increase/ year	0.00%	1.00%	2.00%	2.00%	2.25%
a) PARTS DEPARTMENT	June 1 2018	June 1 2019	June 1 2020	June 1 2021	June 1 2022
Journeyman Parts Person	40.15	40.55	41.36	42.19	43.14
Apprentice Parts Person					
1 st year	30.36	30.66	31.28	31.90	32.62
2 nd year	34.22	34.56	35.25	35.96	36.77
3 rd year	38.14	38.52	39.29	40.08	40.98
Shipper & Receiver	27.32	27.59	28.15	28.71	29.35
Pick Up Driver	22.80	23.03	23.49	23.96	24.50
Warehouse Person	19.77	19.97	20.37	20.77	21.24

16.02 Part Time Employee: Is an Employee who works less than a full shift or week on a regular basis. An Employee who works twenty-five (25) hours or more will have benefits

and statutory holidays paid on a prorated basis. All part time Employees will pay full dues and earn seniority as if they worked full time. The intent of part time Employees is not to displace or diminish the hours of work, those being standard hours or overtime hours, of full time Employees. No more than one (1) part time Employee may be hired into either the Parts or Service Departments.

Temporary Employee: Either a Part Time or Full Time Employee to a maximum of ninety (90) days. Summer students to a maximum of the University break. Temporary Employees will not be hired to displace full time Employees.

Temporary Employees or students employed during their vacation periods will not acquire seniority. However, any temporary Employee who hires on into an open posting and upon completion of their probationary period, will have their seniority applied retroactively back to the point of original hire date.

16.03 PREMIUMS

- a) Lead hand \$3.25
- b) Field \$2.40
- c) Afternoon shift \$2.00
- d) Permanent afternoon shift \$4.00
- e) Tuesday to Saturday shift \$0.50 per hour worked Tuesday to Friday
- f) All Saturday hours worked \$3.00
- g) Sunday hours \$2.00
- h) Mid-day Shift (Parts) \$2.50

16.04 Variable Compensation

Variable will be paid to all CBA Employees to be paid at the following rates:

Year 1	Year 2	Year 3	Year 4	Year 5
1.00%	2.00%	2.00%	2.00%	4.00%

- Example:
- Base wage = \$100,000.
- Payout factor as per table above (based on 4% payout factor).
- Variable payout range .1 to 2.0 (example based on 1.0 payout range).
- \$100,000 X 4% X 1.0 = \$4,000 (prior to taxes).

**Note Harmonized Benefits plan to be effective March 15th, 2019 and June 30th, 2019 for Pension implementation pending ratified agreement no later than April 1st, 2019.

Pending ratification prior to January 15th, 2019 the Company would offer a \$500 signing bonus paid on February 15th, 2019.


ARTICLE 17 - DURATION OF AGREEMENT

17.01 This Agreement shall become effective on June 01, 2018 and shall remain in full force and effect until midnight May 31, 2023 and from year to year thereafter, unless either party to this Agreement desiring to change, modify or terminate this Agreement shall notify the other by certified mail at least sixty (60) days, but not more than one hundred twenty (120) days, prior to the expiration date of this Agreement or any extended term of this Agreement. When such notification is given, this Agreement shall remain in effect while negotiations for a further Agreement are being carried on.

In Witness Whereof, the parties affix their signature this 20th day of December, 2018.

FOR THE COMPANY:
Cummins Canada ULC
Calgary, Alberta

FOR THE UNION:
International Association of Machinists and
Aerospace Workers, Local Lodge 1722

PER 


Kent Henry

PER _____
Terry Harris

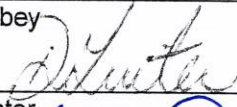
PER 

Paul Zosluk

PER _____
Andre Barbey

PER 

Elisa Bocancea

PER 

Darrell Ginter

PER 

Gino Crisanti

PER 

Kevin Clark, Business Representative

Letter Of Understanding

between
Cummins Western Canada – Calgary, Alberta
and the
International Association of Machinists and Aerospace Workers, Local Lodge 1722

SEVERANCE

Expires at the end of Contract.

The terms will remain the same; 2 weeks per year of service upon layoff to a maximum of 6 months. If taken within twelve (12) months of the employees recall rights, then their recall rights will be exhausted and they will become terminated from Cummins.

Letter Of Understanding #2

between
Cummins Western Canada – Calgary, Alberta
and the
International Association of Machinists and Aerospace Workers, Local Lodge 1722

Section 1.01 – SMOKING CESSATION

SMOKING CESSATION

1. The Company will pay for one (1) stop smoking patch, hypnosis or acupuncture treatment one year after the treatment starts, provided the Employee stops smoking for the year and provides a dated receipt for the drug or service used.

Letter Of Understanding #3

between
Cummins Western Canada – Calgary, Alberta
and the
International Association of Machinists and Aerospace Workers, Local Lodge 1722

Section 1.02 – PERTAINING TO ARTICLE 3.12

1. As a result of changes to old Article 3.14 (current Article 3.12), this letter confirms that all Employees hired before June 1, 1990 will be exempt, at their choice, from any shifts other than the regular day shift.

Letter Of Understanding #9

between
Cummins Western Canada – Calgary, Alberta
and the
International Association of Machinists and Aerospace Workers, Local Lodge 1722

4x10 SHIFTS PERTAINING TO ARTICLE 3 October 7, 2015

Evaluation

Business need will be the driver to establish if there is a need to have a 4 X 10 shift. We will use several combined sources to identify the need, such as Voice of the customer interviews, direct customer feedback, volume of work, etc. The shift will need to be justified with a business case that is supported by demonstrating better customer support and being financially viable.

Implementation Committee

A joint committee consisting of management and the Union will be created once the business need has been established by the Company. The committee will have a minimum of 3 Union Employees (1 from Service, 1 from Parts & 1 from Field Department) and the Union Business Representative. This committee will work with management to establish the best way to implement the shift. This will include the selection/volunteer process that will ensure the business needs are met and the shift established works for the Employees. The committee will meet during business hours and provide the Company a recommended process to get volunteers to fill the shift. Best efforts will be made to provide a recommendation to the Company within 2 weeks of the committee being created.

Four (4) Ten (10) Hour Day Shifts:

A work week shall consist of forty (40) hours on the day shift, consisting of four (4) consecutive days of ten (10) hour shifts at straight-time. Any work performed on regular days off, or work in excess of the standard ten (10) hours per day, or work performed on a General Holiday, shall be paid at the overtime rates as provided for in this Agreement. This shift will have the following provisions:

1. This shift will be effective for a minimum of thirty (30) days.
2. Staffing of this shift will be filled on a volunteer basis. Higher seniority volunteers will be given first choice of available shifts. Failure to obtain sufficient volunteers to fill the positions(s) available will be filled by reverse seniority.
3. The shifts will begin on Mondays, Tuesdays or Wednesdays. Sundays will not be included in this shift.
4. Start times for this shift will vary from 6:00 a.m. to 7:30 a.m.
5. Hours worked on this shift will receive a \$0.75 per hour premium. Saturday hours on this shift will receive a \$3.00 per hour premium.

6. Two (2) breaks of (15) minutes each with a ½ hour unpaid lunch.
7. Field service premiums are over and above the premiums for this shift.
8. Bereavement days will be based on a 10 hour work day.
9. Training days will be based on a 10 hour work day, unless a shift change has been scheduled as per 3.02 f).

For the Union _____

For the Company _____

Calendar 2018

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Calendar 2019

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Calendar 2020

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Calendar 2021

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Calendar 2022

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Calendar 2023

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