

# **COLLECTIVE AGREEMENT**

between

**DIAMOND INTERNATIONAL TRUCKS LTD.**



of  
Edmonton, Alberta

and the

**INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE WORKERS  
LOCAL LODGE 1722**



**April 1, 2019 to March 31, 2022**

Ratified November 14<sup>th</sup>, 2019

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## COLLECTIVE AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of April, 2019 by and between **DIAMOND INTERNATIONAL TRUCKS LTD.**, EDMONTON, Alberta, (hereinafter referred to as the "Company") and **INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, LOCAL LODGE 1722**, (hereinafter referred to as the "Union").

### WITNESSETH:

The purpose of this Agreement is to assure Employees certain working conditions, and to provide through collective bargaining for harmonious relationships between the Company and its Employees; to secure an amicable and fair disposition of grievances; to prevent interruptions of work and stoppage of Employees' payrolls; and to permit efficient operation of the Company's business and protection of the interests of the public. The Union recognizes that the ability of the Company to provide wages and working conditions satisfactory to its Employees is, to a large extent, dependent on the cooperation of the Employees in maintaining efficient and, so far as possible, stabilized and continuous operations in order that the market for the Company's products and service may be maintained and developed by prices fair and attractive to customers. In furtherance, therefore, of the above stated purpose, it is hereby agreed:

### ARTICLE 1 - SCOPE OF AGREEMENT

**1.01** It is agreed and understood between the Company and the Union that this Agreement is limited to and embraces only such matters as are specifically set forth in the Agreement, and that all other matters shall be subject to further negotiations.

### ARTICLE 2 - UNION RECOGNITION

**2.01** The Company recognizes the Union as the sole representative for collective bargaining of the Employees as designated herein, employed by the Company.

The Company agrees to meet and negotiate only with the duly elected Local Executive and Business Representative upon all matters relating to wages, hours of employment and other conditions of employment.

**2.02** The Company recognizes and will not interfere with the right of its Employees to become members of the Union, and will not discriminate against, interfere with, restrain, or coerce Employees because of membership in the Union. The Union agrees not to intimidate or coerce Employees into membership in the Union or to solicit membership or collect dues on Company time.

**2.03 a)** The Company and the Union will abide by the individual's Rights Protection Act.

**b)** Where the word "he" is used in the Collective agreement, it also means "she".

- 2.04** An Employee who has become incapacitated by injury or illness which causes him to be unable to perform his present job will be given preference for a position which he can do or can reasonably be trained to do. Upon return, if the Employee does not work in the position he held prior to the injury or illness, their wage will be red circled for one (1) year.

### **ARTICLE 3 - BARGAINING UNIT**

- 3.01** The unit recognized as appropriate for purposes of collective bargaining and represented by the Union is as follows:

All shop, parts, office and clerical personnel as listed under 15:01 b) classifications.

### **ARTICLE 4 - REPRESENTATION**

**4.01**

- a)** In all negotiations with the Company, the Union may appoint and the Company will recognize a Union Committee made up of three (3) members of the bargaining unit. The Union Committee cannot consist of more than two (2) members from any one department (service, parts, other).
- b)** Stewards shall be appointed to represent each department at the work place as may be required from time to time. Service Department: two (2) Stewards plus an Alternate, Parts Department: one (1) Steward plus an Alternate, Clerical: one (1) Steward plus an Alternate. The Union will keep the Company advised of all active Stewards.

- 4.02** It is agreed between the parties that the Shop Steward properly designated by the Union shall not lose pay for necessary time spent in handling of grievances on Company property within his regularly scheduled working hours. The Shop Steward will be paid at this regular rate for time so spent and will report to the Department Manager or his designate when leaving and returning to his work assignment.

- 4.03** A Labour Management Committee will be convened consisting of not more than four (4) elected Union Representatives and an equal number of Management Representatives. Meetings should be held as mutually agreed upon, when necessary for the purpose of discussing matters of mutual interest. The Union and Management agree to provide each other with a written agenda of such meetings at least twenty-four (24) hours prior to the meeting. These meetings shall start at least one (1) hour prior to the completion of the shift.

- 4.04** The Company will not be required to pay Union representatives for time allegedly spent in investigating grievances in any case in which the privilege is abused by a Union representative who spends an excessive amount of time or who uses the time permitted for any reason other than making necessary legitimate investigations of Employee grievances.

## **ARTICLE 5 - FUNCTIONS OF MANAGEMENT**

**5.01** It is agreed that the Company has the sole and exclusive right to manage the affairs of the business and to direct the working forces of the Company. Such functions of management include (but are not limited to) the exclusive right to:

- a)** Direct generally the work of the Employees subject to applicable requirements of this Agreement, including the right to hire, discharge, or suspend Employees for just cause and also to promote Employees, demote and transfer them for proper cause, to assign them to shifts, determine the amount of work needed, and to lay them off because of lack of work in accordance with provisions herein.
- b)** Any rules the Company may have must be posted thirty (30) calendar days prior to, as well as a roll out meeting or an announcement in the monthly Company newsletter, to all Employees before such rules being enforced. Any new rules or changes to existing rules must be discussed with the Shop Steward(s) prior to posting.
- c)** Determine the basis for selection, retention and promotion of Employees for occupations not within the bargaining unit established in the Agreement.

## **ARTICLE 6 - SUSPENSION AND DISCHARGE CASES**

**6.01**

- a)** Employees may be subject to disciplinary measures for directing, leading, causing or participating in any interference with or interruption of production in violation of this Agreement.
- b)** The Company, in directing the working force, may exercise its right to invoke disciplinary measures for just cause, subject to the terms and conditions of this Agreement. In imposing discipline on a current charge, the Company will not take into account any prior infractions which occurred more than twelve (12) months previously. Anything relating to disciplinary action which is older than twelve (12) months may be removed at the Employee's election except for circumstances where the discipline was related to sexual misconduct, racism, theft, gross negligence, bullying, and threats of violence and/or acts of violence, which will remain in the file for twenty-four (24) months. Employees and the Shop Steward will be allowed to review their files annually and at point of grievance.
- c)** Where the Company initiates investigative meetings that may lead to discipline, suspension or termination and in the event of discipline, suspension or termination, the Employee is entitled to the Departmental Union Steward representation, which steward will be the Employee's choice if available. The Company shall issue to the Employee and the Union copies of written warnings and suspensions to be placed in the Employee's personnel file.

**6.02** In the event an Employee on the seniority list shall be suspended or discharged from employment and believes he has been unjustly dealt with, such suspension or discharge shall constitute a case to be handled in accordance with the method of adjustment of grievances herein provided.

- a) The Company must be notified of a claim of wrongful suspension or discharge within fifteen (15) calendar days after same occurs and grievances submitted within these time limits will be dealt with at the third step of the grievance procedure under Article 7.01 Step 3 and if necessary at the subsequent steps of the grievance procedure outlined in Article 7.
- b) The Union Shop Steward shall be notified promptly and given the opportunity to review such suspension or discharge case with the Employee and others before the employment records are closed.
- c) In the event of an Employee being suspended or discharged, the Company shall notify the Employee concerned and the Union Shop Steward forthwith in writing indicating the reason for the said suspension or discharge.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

**7.01** Should any differences arise between the Company and the Union or Employees as to the application of the provisions contained in this Agreement, or should there be any complaint or grievance by an Employee or the Union or the Company with respect thereto, an earnest effort will be made to settle such matters immediately by meeting with the proper representatives using the following procedure:

**STEP 1:** The party grieving is to meet to with the Company/Union to discuss the dispute and attempt to resolve it. Decisions on the dispute will be given within forty-eight (48) hours following the discussion.

**STEP 2:** If the answer in Step 1 is not satisfactory, the grieving party is to submit a written grievance within ten (10) working days from the decision communicated in Step 1. Written grievances will specify the nature of the complaint with particulars and the nature of the relief sought. Written grievances are to be submitted to: in the case of an Employee, to their direct manager or alternate, or in the case of the Company, to the Union shop steward.

Within ten (10) working days from the grievance submission the Company and the shop steward will meet to discuss the written grievance and attempt to resolve it. Decisions on the grievance will be provided within ten (10) working days following the meeting.

**STEP 3:** If the grievance is not satisfactorily resolved in Step 2. The Company Human Resources Department and the Union Business Representative, along with those previously involved if necessary, will arrange to meet within ten (10) working days from when the

decision was given in Step 2 to resolve the grievance. A decision from this meeting will be rendered within ten (10) working days.

**STEP 4:** If the answer in Step 3 did not resolve the grievance, either party must refer the matter to arbitration within thirty (30) calendar days from receipt of the written decision given at Step 3. Failing which the grievance will have been deemed to be abandoned.

**7.02** The Company or the Union shall be under no obligation to consider or process any grievance unless same has been presented in writing within ten (10) working days from the time the circumstances on which the grievance is based or were known to those presenting the grievance.

**7.03** All time limits specified in this Article must be strictly adhered to or the party exceeding the time limit concedes the grievance. Written application to extend time limits must be made prior to the time limit being exceeded. Written permission to extend time limits shall not be unreasonably withheld.

**7.04** For Employee grievances:

**a)** The Employee grieving must sign the written grievance referenced in Step 2 and must attend meetings referenced in Step 2 and Step 3.

**b)** If the Employee chooses and/or is unable to attend and/or sign the grievance, the grievance requires the signature of the Union Business Representative or Chief Shop Steward. The grievance would then advance to Step 2.

**7.05** Policy grievances are to be filed at Step 3. All policy grievances require the signature of the Union Business Representative.

## **ARTICLE 8 - ARBITRATION**

**8.01** Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting any grievance procedure established by this Agreement, notify the other party, in writing, of its desire to submit the difference or allegation to arbitration, and the notice shall contain the name of the first party's suggested appointee to act as arbitrator. The recipient of such notice shall, within five (5) working days of its delivery, notify the first party of acceptance or rejection of the proposed arbitrator. In the event of a disagreement, the parties shall make an earnest effort to agree upon an acceptable arbitrator. Failing such agreement, the parties shall then request the Director of Mediation Services for the Province of Alberta to appoint an arbitrator. The arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any Employee affected by it.

**a)** Notice of a desire to appeal a grievance to arbitration must be given by either party to the other party within thirty (30) calendar days from receipt of written answer given at the third step of the grievance procedure.



Failing which the grievance will have been deemed abandoned. Such notice must state the moving party's opinion of the contractual or past practice issue involved, indicating in what manner it is claimed that the opposite party has violated this Agreement, or failed to perform some obligation there under. Such notice must also specify the relief sought by the moving party. Any changes to these timelines must be mutually agreed upon by both parties.

- b) Union representatives who are needed by the Union in the presentation of their case and Employees who are to appear as witnesses for the Union will be excused from work without pay to attend a hearing upon proper request by the Union.
- c) Employees given letters or notices that are placed on their personnel file will be allowed to respond, in writing, to such a letter or notice. Such response will form part of the personnel file.

All Company notices or letters and the Employee's written responses dated more recent than within the last twelve (12) months, that are in his/her personnel file will be available for the arbitrator to assess the merits of such notices, letters or responses. Lost time during this period shall not be included.

- d) If either party shall claim before the arbitrator that a particular grievance fails to meet the tests of arbitrability, the arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits. The arbitrator shall have the authority to determine whether he will hear the case on its merits at the same hearing in which the jurisdictional question is presented. In any case where the arbitrator determines that such grievance fails to meet said tests of arbitrability, he shall refer the case back to the parties without a decision of recommendation on the merits.
- e) The function of the arbitrator shall be of a judicial rather than a legislative nature. He shall not have the power to add to, to ignore or to modify any of the terms and conditions of this Agreement. His decision shall not go beyond what is necessary for the interpretation and application of this Agreement or the obligation of the parties under this Agreement. No decision shall decide issues not directly involved in the case.
- f) Each party hereto shall bear its own costs of and incidental to any such arbitration proceedings. The fees and/or proper costs and charges of the arbitrator shall be borne equally by the two parties hereto.

## **ARTICLE 9 - STRIKES AND LOCKOUTS**

**9.01** The Company and the Union agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under the terms of this Agreement. It is the desire of the Union and the Company to avoid strikes and work stoppages.

**9.02** The Union agrees to adhere to the provisions contained herein for the settlement of grievances and for the duration of this Agreement will not authorize, assist or support any strike or stoppage of work for any cause. Participation in any strike, slow-down or stoppage of work brought about either by action of the Union in violation of this Agreement or by individuals or groups without Union authority shall be just cause for dismissal or discipline by the Company of any or all participating Employees.

**9.03** The Company, on its part, agrees to adhere to the provisions contained herein for the settlement of grievances, and will not engage in any lockouts of Employees.

Notwithstanding any other provision of this contract, the failure or refusal of any Employee to pass through or work behind any picket line lawfully established shall not be deemed a breach of this contract and the Employer shall not discharge, discipline or otherwise discriminate against any such Employee.

## **ARTICLE 10 - SENIORITY**

**10.01** New Employees shall be regarded as probationary Employees until their names have been placed on the seniority list. There shall be no responsibility for the re-employment of probationary Employees if they are laid off or discharged during this period. New Employees shall serve a probationary period of sixty (60) days worked during which no seniority rights shall be earned by such Employee, except that at the termination of such probationary period the Employee's seniority service shall be calculated from initial date of hire. Company benefits will commence upon the completion of the probationary period (as per Article 15.01). The Company with the concurrence of the Union (as per Article 2.01) may extend the probationary period by thirty (30) days worked. Any such request will not be unreasonably denied by the Union.

- a) As soon as reasonably possible after hiring, new Employees will be introduced to the department Shop Steward and Health and Safety Representative.
- b) In the event of two (2) or more Employees having identical seniority the Department Shop Steward will arrange and supervise a random draw between the Employees affected to determine their order of seniority. The Company will be advised immediately, in writing, the results of such draw.

**10.02** In cases of increase and decrease of force, seniority shall prevail. Shop Stewards will be given a list of the Employees affected.

- a) **Classification** - When a lay-off becomes necessary, Employees will be laid off as per their seniority within their designated classification starting with the most junior Employee to the most senior, recall shall be in reverse order. The classification subject to lay-off will depend on the Company's needs. Classifications are as follows:

## **Parts**

- Journeyman Technicians
- Apprentice Technicians
- Shipper/Receivers, Inventory Control Clerks
- Drivers

## **Service**

- Journeyman Technicians
- Apprentice Technicians
- Labourer

## **Clerical**

- b)** When there is a temporary work shortage on a shift, management will ask for volunteers on the effected shift to not work their current shift or upcoming shift.

In the event there are no volunteers, management will select an Employee(s) based on seniority on the effected shift, starting with the most junior in seniority Employee. The Employee affected will only experience this once until such time as the entire shift has been affected equally via seniority.

A minimum of four (4) hours work, or in lieu thereof the equivalent of four (4) hours pay at regular rate will be provided.

Employee's regular work can only be reduced in this manner to a maximum of forty (40) hours per calendar year and to a maximum of their scheduled daily hours in pay period. (For example: regular daily shift is 8 hours; therefore, maximum would be 9 hours in a pay period.)

The shop steward on shift will be notified when this language has been applied. If unavailable, a message will be left at the Union office.

- c) Lay-off** - If the Company determines that a lay-off is necessary, the Employee(s) will be given written notice of lay-off and work or pay in lieu thereof:
1. A minimum of forty (40) working hours' notice if the Employee has more than three (3) months but less than two (2) years of service.
  2. A minimum of eighty (80) working hours' notice if the Employee has two (2) or more years of service.
- d) Benefit Coverage** - If an Employee is laid off, all of his insurance coverage under Parts 1, 2 and 3, as defined below, will be continued as per 21.03 for one (1) month after the month in which he ceased active employment. Thereafter coverage under Parts 2 and 3 will be continued as per 21.03 and for the duration described in the following chart.

<b>Full Calendar Months of Seniority As per Laid-Off Date</b>	<b>Additional Months Of Full Coverage</b>
Less than 12 months	0
12 Months but Less than 24	2
24 Months but less than 36	6
36 Months but Less than 48	8
48 Months but Less than 60	10
60 Months or more	12

Employees who have obtained other employment and who are receiving benefits from their new Employer will cease to receive benefits from Diamond International Trucks Ltd.

Following the above coverage, the Employee may continue coverage under Parts 2 and 3 for up to twelve (12) months by paying the required premiums to the Company on a monthly basis in advance.

- Part 1** - Short and Long Term Disability
- Part 2** - Life and AD&D Coverage
- Part 3** - Vision, Dental and Healthcare Coverage

- 10.03** The Company will post all bargaining unit positions and newly created jobs within the bargaining unit and in making promotions or in the filling of newly created jobs, preference will be given wherever possible to those currently employed, based on their seniority with the Company, taking into consideration ability, qualifications with final decision being at the discretion of the Company.
- 10.04** When an Employee is transferred from the bargaining unit to any other occupation and is later transferred back into the bargaining unit, he shall retain his former seniority in the bargaining unit at the time of his transfer from the bargaining unit. In the event that department is experiencing layoffs, Employees cannot be transferred out of or into the bargaining unit for a period of 90 days from the first layoff date within their classification.
- 10.05** The Company agrees to post seniority lists by classifications on the notice board in the respective departments and update same every four (4) months. Copies of seniority lists to be supplied to the respective Shop Stewards and Union office.
- 10.06** In determining an Employee's length of service for seniority and employment purposes, total service shall be computed from the most recent date of employment.

An Employee laid off as per 10.02 (c) above, will be entitled to recall rights for a period of one (1) year without loss of seniority.

In all other cases employment and seniority shall terminate when:

- a) An Employee voluntarily leaves the Company's employment. This includes cases where an Employee is absent from work in excess of two (2) working days without reporting to the immediate department supervisor or is absent for two (2) working days without furnishing a reason for such absence which is satisfactory to the immediate department supervisor. Any absenteeism from work must be supported by a record of absence form.
- b) An Employee is discharged for cause and the decision is not reversed under the procedure set forth in this Agreement.
- c) Due to lay-off because of no work, a period of more than one (1) year has elapsed since the Employee last worked for the Company.
- d) An Employee who has been laid off because of no work fails to report for work when recalled within a period of five (5) working days. Recall notice will be by phone and confirmed by letter sent via email, a copy of which will be given to the Department Shop Steward.
- e) An Employee fails to report for work at the termination of a leave of absence, furlough or vacation, unless prevented from doing so by a reason satisfactory to the Department Manager. If the Employee disagrees with the Department Manager's decision he may informally appeal to the President of the Company.
- f) An Employee has been out of employment with the Company for more than twelve (12) consecutive months for any reason other than lay-off because of no work. The Company may make exception to the seniority provisions of this Agreement in favour of an Employee who has suffered a major disability.
- g) Former Employees re-entering service after their continuity of service has been broken by any of the foregoing shall be considered new Employees.

## **ARTICLE 11 - HOURS OF WORK**

### **11.01**

- a) A normal day consists of a minimum of eight (8) hours consecutively per day.
- b) A normal week shall consist of forty (40) hours Monday to Saturday inclusive but not to exceed five (5) consecutive days.

11.01 c) e) g) h) and j) are suspended for the duration of the agreement. Reference Letter of Understanding #2.

**c) Shifts:**

i) A **Day Shift** shall be considered as any shift that ends on or before 6:00 p.m. on the weekdays. The Day Shifts are as follows:

8 hour shifts	Shifts starting between the hours of 7:00 a.m. and 9:30 a.m.
10 hour shifts	Shifts starting between the hours of 7:00 a.m. and 7:30 a.m.

ii) An **Evening Shift** shall be considered as any shift ending after 6:00 p.m. on weekdays. The Evening Shifts are as follows:

8 hour shifts	Shifts starting between the hours of 10:00 a.m. and 3:30 p.m.
10 hour shifts	Shifts starting between the hours of 8:00 a.m. and 1:30 p.m.

iii) A **Weekend Shift** shall be considered as any shift where a Saturday is worked. The Weekend Shifts are as follows:

10 hour shifts	Shifts starting between the hours of 7:00 a.m. and 7:30 a.m.
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d) The Employer agrees to notify and meet with the Union before making a change in the normal hours of work or shift rotation schedules not established by this Agreement. The Employer agrees that fourteen (14) calendar days notice will always precede the effective date of any changes of any current agreed shifts or hours in this Agreement. Establishment of a new or different shift, which requires modifications or signing off of any provisions in this Agreement, shall be subject to mutual agreement between the Union and the Employer. The Union will reasonably consider all requests by the Employer to add new or different shifts.

e) Staffing of the shifts will be on a volunteer basis. Failure to obtain sufficient volunteers to fill the position(s) available may be filled by assignment on a rotational basis. Should there be too many volunteers for the positions(s) available, the most senior Employee(s) would fill the position(s). Position(s) would be only available when vacancies exist.

f) Where shift rotation is required, all qualified Employees shall be required to rotate on a regular basis on such shifts.

g) The top 10% of the seniority list will be excluded from working any shift other than an 8 hour day shift and will be given the choice from the active shifts in 11.01 c) i). Eligible Employees are required to provide a minimum

of fourteen (14) calendar day's notice of shift change. eg: 6 to 15 one (1) person, 16 to 25 two (2) people, etc.

- h)** Any Employee who qualifies to be excluded from shifts and choose to work a different shift other than day shift, his spot will be passed on to the next Employee on the seniority list.
- i)** The Company will implement the shifts depending on the business needs and any shift changes will require a minimum fourteen (14) calendar days' notice. Any temporary shift changes also require a minimum fourteen (14) calendar days' notice.
- j)** The ratio of dayshift to afternoon shift will be no less than 3:1 respectively, wherever possible.
- k)** Employee(s) who volunteer for a shift and wish to come off the shift will give the Company two (2) weeks written notice of such and will be replaced within such time from date of notice. The Company will provide the Employee with two (2) weeks written notice to come off a shift. Should a reduction of work force be required on the shift volunteers will be sought. If no volunteers, then the most junior Employee will be removed with the above notice.
- l)** The Company agrees to grant a ten (10) minute rest period during each half shift without loss of pay.
- m)** The shifts listed above in c) include a thirty (30) minute unpaid lunch break.

## **11.02 Parts On Call**

All Journeyman and third year apprentice parts technicians will rotate for "On Call" purposes. The coverage will be as follows:

- Saturday – 5:00 p.m. to 11:00 p.m.
- Sunday & Statutory Holidays – 8:00 a.m. to 11:00 p.m.
- Note: December 24<sup>th</sup> starting at 5:00 p.m. to December 26<sup>th</sup> at 8:00 a.m. is excluded from coverage.

Compensation is as follows:

- \$300.00 for Saturday/Sunday coverage.
- \$350.00 for Saturday/Sunday with Statutory holiday coverage. The week's coverage falling on the December statutory holidays will be paid an additional \$350.00 (total of \$700.00).
- \$80.00 per invoice generated or "no show".

### 3. Office Department

Office hours of work shall be a forty (40) hour week consisting of five (5) eight (8) hour days Monday to Friday between the hours of 8:00 a.m. and 4:30 p.m. with one-half (1/2) hour lunch period. The only exception to the above hours will be:

- a) The receptionist/switchboard position whose hours shall be 9:00 a.m. to 5:30 p.m. with one-half (1/2) hour lunch period.

## **ARTICLE 12 - OVERTIME**

**12.01** Employees will be compensated for overtime at one and one-half (1 ½) times their regular rate for all hours worked in excess of scheduled working hours or for hours worked on scheduled days off.

- a) Time and one half or double time will be paid for hours worked in excess of 40 hours per week. If the Employee has not completed the scheduled hours required in the week, he will not receive overtime/double-time wages, excluding any time off as per the Collective agreement. Employees may approach management to make up his or her lost time using any of the shifts currently in place within ten (10) working days following the missed time.

- b) In departments where overtime is required overtime will be distributed equitably among Employees as follows:

1. Preference will be given to Employees previously assigned to the job in respect of which overtime is required.
2. Overtime will next be offered to Employees on the list who are at work providing they are qualified.
3. Overtime will next be offered to Employees on the list who are not at work providing they are qualified.

Once the Employee as per #2 & 3 above accepts, refuses or is unavailable for the overtime they will rotate to the bottom of the list.

4. Overtime call lists will be updated every quarter. If an Employee has been contacted twice and is unavailable or unable to fulfill the request they will be removed from the call list until the next quarter. An Employee on vacation or leave of absence are deemed to be unavailable for overtime and will be suspended from the call list until they return to work.

**12.02** Double time will be paid for any work performed:

- a) for the observance of the General Holidays which will be in addition to the General Holiday pay outlined in Clause 13.01,



b) and after 4 hours of overtime following a regular shift,

c) and after 8 hours of overtime on a scheduled day off.

## **ARTICLE 13 - GENERAL HOLIDAYS**

### **13.01 General Holidays**

Employees having thirty (30) days or more of continuous service and who perform no work on one of the holidays listed below will be entitled to a scheduled day's pay based on the work week in which the holiday occurs, excluding overtime and shift premium providing they report for work in the regular manner and work their full shift on their last working day before and their first working day after such holiday. There will be a thirty (30) minute grace period allowed on the first working day after such holiday.

When a bonus day is taken on one of the two qualifying days, then that qualifying day will move either ahead or back to accommodate this extra day and allow the Employee to fulfill his obligation of working a full shift the day before and/or the day after the holiday.

#### **a) The General Holidays are:**

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

b) Any of the above holidays that fall on a weekend shall be scheduled and posted at least two (2) weeks in advance, to be either the preceding Friday and/or the following Monday.

In the case of the Weekend shift, the weekend is considered Sunday, Monday and Tuesday. Any of the above holidays that fall on these days shall be scheduled and posted at least two weeks in advance, to be either the preceding Saturday or the following Wednesday.

c) Absence for the entire shift of the qualifying days will be excused for the following reasons:

1. Personal disability or accident.

Sickness, if supported by suitable medical evidence, and providing the Employee has worked some part of the preceding work week or works on second qualifying day.

2. Jury Service or Witness in court.

3. Scheduled vacation.

4. Death of a near relative of either Employee or spouse, including common-law spouse (wife, husband, children, mother, father, brother, sister, grandparents, or grandchildren).
  5. Emergency conditions considered by the manager to be beyond the reasonable control of the Employee. Any dispute may be appealed in writing to the head of Human Resources Department or their designate.
  6. Temporary layoff as per 10.02 b).
- d) If any Employee is absent under (c) (1) above and is eligible for Sickness and Accident or Workers' Compensation benefits for the holiday, he shall be paid the difference between benefits received and holiday pay.
  - e) Concessions cited above must have the approval of management and wherever possible must be requested in advance of the holiday. Any dispute may be appealed in writing to the head of Human Resources Department or their designate.

**ARTICLE 14 - VACATIONS**

**14.01** Employees will be entitled to annual vacations with pay in the year following completion of service as follows:

<u>Employment Period</u>	<u>Entitlement</u>
1 year or more	2 weeks
3 years or more	3 weeks
10 years or more	4 weeks
15 years or more	5 weeks
21 years or more	5 weeks + 1 day
22 years or more	5 weeks + 2 days
23 years or more	5 weeks + 3 days
24 years or more	5 weeks + 4 days
25 years or more	6 weeks

The vacation entitlement will be effective for Employees 2013 entitlement.

Employees must provide qualifying service of not less than one thousand (1000) hours of actual work, to be calculated as at the individual Employee's anniversary date.

**14.02** An Employee with less than one (1) year of service who is removed from payroll for any reason will receive in lieu of vacation, four percent (4%) of total earnings (excluding overtime) since commencing.

**14.03** An Employee who although on payroll and more than one (1) year of service and has not worked the qualifying period specified in Clause 14.01 above or severs his employment, will receive, for each week of vacation entitlement, two percent (2%), of total earnings (excluding overtime) since the Employee's individual anniversary date.

**14.04** Vacations will be scheduled and taken in accordance with the following guidelines:

- a)** Vacations may be taken at any time after January 1st of the calendar year in which entitlement is achieved, except between the second Monday in June and the first Friday after Labour Day of each year where the maximum allowed is three (3) weeks, unless otherwise requested in writing by the Employee and agreed to by the Company in writing, provided that proper application is made and provided that the time selected conforms to the requirements of the business.
- b)** Each Employee shall be given an opportunity to indicate preference for vacation time on a departmental form posted by the Company.
- c)** The departmental vacation schedule request form will be posted by the Company not later than February 1st in each year. Any vacation entitlement which has not been indicated by the Employee by March 1st may be assigned at the Company's discretion. The final departmental vacation schedules shall be posted by the Company not later than April 1st.
- d)** Whenever possible and desirable, vacations will be scheduled in one (1) continuous period, and may not be divided into periods of less than one (1) calendar week except for one (1) week where an Employee can split this week into individual days as follows:
  - 1.** Cannot be booked in the time frame as per a) above.
  - 2.** Cannot be booked as per c) above.
  - 3.** When used 10% of each shift will be allowed the time off. If more than 10% apply for the same day there will be a draw from the Employees who applied with a shop steward present. Bonus days will have priority if booked 2 weeks before a stat.
  - 4.** Employees must apply 2 weeks in advance of the stat and confirmation will be given by the Company 1 week before the stat.
  - 5.** Cannot be booked in the last 2 weeks of December.
  - 6.** Advance notice will be given when possible.
  - 7.** For Parts Department Employees on Saturday only, if no other Employee is able to cover this shift as per the call list the scheduled 9 to 1 shift person will be required to work a full Saturday shift.
- e)** The Company shall arrange the vacation schedule giving preference to the Employees desired vacation weeks in accordance with seniority.

- f) If the Employee initial vacation schedule preference is not available then after March 1st, the Employee will be permitted to identify an alternate period in accordance with their seniority.
- g) In the event of unforeseen circumstances prior to commencement of Employees scheduled vacation, it may be necessary to amend the final vacation schedule as posted in which case the Company, Departmental Shop Steward and Employee(s) affected will mutually agree upon the vacation rescheduling.
- h) Vacations may not be postponed from one (1) year to another without the written permission of the Company.
- i) Vacation entitlement requests which fall in advance of the April 1st deadline should be made as early as possible. Such requests shall not be unreasonably denied.

**14.05** An Employee entitled to vacation will receive vacation pay in accordance to regular payroll schedule unless a ten (10) working day written notice is given prior to the commencement of his vacation. He shall receive vacation pay at least two (2) days prior to commencement of vacation on a separate direct deposit or cheque in an amount determined by the straight hourly rate of their regular job in effect at time of vacation except as provided for in Article 16, Clause 16.01.

If vacation pay is not available through regular payroll channels on these two (2) days prior, then a Company quick cheque will be made available.

**14.06** Whenever one of the general holidays referred to in Article 13 falls within the Employee's regular vacation period he shall be compensated for such general holiday by being given an extra day's vacation with pay.

**14.07** In case of death any unpaid vacation money will be paid to the estate of the deceased Employee.

## **ARTICLE 15 - WAGES**

**15.01** a) New Hire Wages

1. Starting rate will be 95% for 12 months or once the member has completed Basic and Foundation training in Navistar Learning Management Systems (LMS).
2. No Benefits during the probationary period. (Article 10)
3. Benefits entitled to after the probationary period to twelve (12) months of Company Service.

a) Prescription drugs

Will commence eligibility for Sun Life policy # 150128/100527 prescription coverage as per the Collective agreement to come into effect upon completion of the probationary period.

b) Employee Life Insurance

c) Short Term Disability

4. Full Company benefits after twelve (12) months of Company Service - See Article 21.

15.01 b) **WAGES/CLASSIFICATIONS**

i)	Effective April 1, 2019 to Ratification 0%	Effective Ratification to March 31, 2020 1% *rate increases only available if contract ratified before April 1, 2020	Effective April 1, 2020 1%	Effective April 1, 2021 Alberta CPI** (see below)
<b>Service</b>	<b>Base Rate</b>			
Journeyman Mechanic	45.93	46.39	46.85	
Labourer	17.23	17.40	17.57	
<b>Parts</b>				
Journeyman Parts Technician	40.58	40.99	41.40	
Shipper Receiver	27.60	27.88	28.16	
Inventory Control Clerk	25.12	25.37	25.62	
Temporary Employee	17.23	17.40	17.57	

\*\*Rate increase is based on the **Alberta Consumer Price Index (CPI)** established by the Alberta Government CPI Index.

<https://economicdashboard.alberta.ca/ConsumerPriceIndexChange#alberta> for the period of April 1, 2020 to March 31, 2021.

ii)	Effective April 1, 2019 0%	Effective April 1, 2020 0%	Effective April 1, 2021 0%
<b>Parts</b>			
Driver	24.59	24.59	24.59
<b>Clerks</b>			
Junior Clerk	19.56	19.56	19.56
Clerk 1	20.99	20.99	20.99
Clerk 2	25.03	25.03	25.03
Clerk 3	29.67	29.67	29.67

**c) Classification**

Service

Line Foreman

Lead Hand

Journeyman Mechanic  
- with Proficiency Certificate

Labourer

1. Labourer will be supplied with basic hand tools, however, will have no mechanical duties related to truck repair. May assist mechanics if required.
2. Duties will be assigned by department managers.
3. Service manager will be the Employees' immediate supervisor.
4. Any Employee requiring labourers assistance must clear request with department supervisor first.
5. If work load is complete labourer may assist mechanics in a bench hand capacity.
6. If a 1st year apprentice opening comes available in the shop, the labourer will have first consideration for filling the position.
7. Seniority on a separate list.

Parts

Line Forman

Journeyman Parts Technician - with full Proficiency Certificate.

Inventory Control Clerk

Shipper/Receiver

Driver

Temporary Employees

Temporary Employees (applies to new hires only): Full-time to a maximum of ninety (90) days. Summer students to a maximum of the University break. Any extensions will be discussed with the Union and mutually agreed upon.

Temporary Employees will not be employed to displace full-time Employees.

Temporary Employees and students employed shall not acquire seniority.

Any temporary Employee who becomes a permanent Employee will have their seniority dated retroactive to the date of hire upon completion of the probation period as a permanent Employee outlined above.

Maximum one (1) temporary Employee employed at one time.

Temporary Employees will be paid based on the Labourer wage classification.

## Clerks

### Junior Clerk

- Junior Clerk may consist of more than one Employee. The most senior one will advance to Clerk I after completion of one year of service.
- Merit structure: Entry level receptionist, answering phones, sort mail, direct calls appropriately, data entry, working with excel/word, processing cash/cc payments, balancing the cash/cc, preparing invoices, greeting and directing customers appropriately and good attendance.

### Clerk I

- Merit structure: Do all Junior Clerk duties accurately and efficiently without supervision, ability to take on accounting work, point reference for Junior Clerk and good attendance.

### Clerk II

- Merit structure: Accurately process payables without supervision, ability to take on other account/analytical functions & other office admin tasks, accurate process & apply daily cash deposits & monthly bank requisitions, show an understanding of accounting and problem solving within accounting, point of reference for Junior Clerk & Clerk I and good attendance.

### Clerk III

- Merit structure: Point of reference for Junior Clerk/Clerk I/Clerk II, ability to accurately & effectively perform the following without supervision: accurately process all types of truck/trailer files, accurately calculate all types of truck/trailer sales commissions, accurately performs all Junior Clerk/Clerk I/Clerk II functions, accurately assists controller with administration of GE whole sale portfolio and good attendance.

The office staff will consist of at least one (1) Clerk III and one (1) Clerk II.

Progression through the above classifications is based on merit assessed through semi-annual reviews (November & April). The Employee can earn merit increases to a maximum of 10% of the wage classification level.

## 15.02 Premiums

### a) Service Department

In addition to the service technician's hourly rate the following premiums are available to be achieved by journeyman mechanics (or equivalent) through the following eligibility requirements.

Premium	Eligibility	Rate
Service Diamond Certified	For those service technicians that have completed online courses from International will be eligible for a Diamond training premium. To receive the premium the Employee must complete 100% of the courses on November 1 <sup>st</sup> that were available 30 days prior (October 1 <sup>st</sup> ). The premium would be paid for 1 full year starting November 1 <sup>st</sup> to October 31 <sup>st</sup> the following year.	Diamond Certified (100% of course completion) = \$1.00/hour
CVI Premium	Service technicians who hold a valid CVI License are eligible. License must continue to be valid to remain eligible. Company to pay for CVI ticket. Article 15.06 b) applies	\$0.75/ hour
Class 1 and 3 with Air Endorsement	Service technicians who hold a valid Class 1 or 3 (with Air) licenses are eligible. License must continue to be valid to remain eligible. Company to pay for Class 3 ticket only. Article 15.06 b) applies	\$0.75/ hour

Other premiums (assigned by management)

Service Line Forman (LF)	*See below	\$2.50/ hour
Service Lead Hand (LH)	*See below	\$1.10/ hour
Shift Premium	Paid for all regular hours worked past 6.00 pm (M-F) and all hours worked on Saturdays or Sundays. Not paid on overtime hours.	\$3.00/ hour
Offsite	Paid on hours where the Employee is required to work offsite. (Training and internal travel excluded)	\$2.00/ hour



\*Premiums paid for the performance of duties assigned by management and these additional responsibilities will be reviewed with the Employee prior to commencement. These Employees shall not be required to perform disciplinary functions normally performed by management.

**b) Parts Department**

In addition to the Parts technician hourly rate the following premiums are available to be achieved through the following eligibility requirements.

Premium	Eligibility	Rate
Parts Diamond Certified	For those Parts Technicians that have competed online courses from International will be eligible for a Diamond training premium. To receive the premium the Employee must complete 100% of the courses on November 1 <sup>st</sup> that were available 30 days prior on October 1 <sup>st</sup> . The premium would be paid for 1 full year starting November 1 <sup>st</sup> to October 31 <sup>st</sup> the following year.	Diamond Certified (100% of course competition) = \$0.50/hour

Other premiums (assigned by management)

Parts Line Forman (LF)	*See below	\$1.50/ hour
Shift premium	Paid for all regular hours worked past 6.00 pm (M-F) and all hours worked on Saturdays or Sundays. Not paid on overtime hours.	\$3.00/ hour

\*Premiums paid for the performance of duties assigned by management and these additional responsibilities will be reviewed with the Employee prior to commencement. These Employees shall not be required to perform disciplinary functions normally performed by management.

**c)** Of the above premiums listed in 15.02 a) & b) only the following shall be paid for all hours worked including overtime, statutory holidays and vacation hours.

- Diamond Certified
- CVI Premium
- Class 1 or 3 Premium

**15.03 Apprenticeship** programs for Mechanics and Partsmen shall be administered in accordance with the Apprenticeship and Industry Training Act of Alberta and the regulations pursuant to the Act. The Company will post the web page address on the bulletin boards.

**15.04**

- a) Mechanic Apprentices will be paid in accordance with the following schedule on the dates they are qualified for the next level upon return to work. Employees must provide the Company with their apprentice book from the board confirming they have successfully completed the corresponding apprenticeship level. The Company will pay their wage retroactively to a maximum of 90 days:

1st Year Apprenticeship	60% of Journeyman's Base Rate
2nd Year Apprenticeship	70% of Journeyman's Base Rate
3rd Year Apprenticeship	85% of Journeyman's Base Rate
Upon Completion of Apprenticeship With Pass Mark	100% of Journeyman's Base Rate

Mechanics who hold only an out of province Journeyman Certification or are classified as a 4<sup>th</sup> year Heavy Equipment Mechanic in Alberta, will be classified as a 4<sup>th</sup> year at 90% of journeyman base rate.

- b) Partsman Technician Apprentices will be paid in accordance with the following schedule on the dates they are qualified for the next level upon return to work. Employees must provide the Company with their apprentice book from the board confirming they have successfully completed the corresponding apprenticeship level. The Company will pay their wage retroactively to a maximum of 90 days:

1st Year Apprenticeship	60% of Parts Journeyman Base Rate
2nd Year Apprenticeship	70% of Parts Journeyman Base Rate
3rd Year Apprenticeship	85% of Parts Journeyman Base Rate
Upon Completion of Apprenticeship With Pass Mark	100% of Parts Journeyman Base Rate

- c) For those apprentices who have completed one (1) year of continuous service, the Company agrees to reimburse the "Parts Technician" or "Truck and Transport Mechanic (or equivalent)" training course tuition fees to a maximum of \$1,000 per level to apprentices.

1. In order to receive the reimbursement, the apprentice must:
  - i. Provide proof of successfully completing the applicable course level.
  - ii. Provide itemized receipt of payment for the applicable course level.
  - iii. Return to work after attending the applicable course level.
2. An apprentice on lay-off thirty (30) calendar days or more prior to attending apprenticeship training is not eligible.

**d) Ratio of Apprentices**

No new apprentices shall be hired when the ratio of apprentices to all mechanic journeymen in the bargaining unit is greater than two (2) to five (5).

**15.05 Apprentices**

Apprentices must be allowed to attend apprenticeship training courses as stated in the regulations (Apprenticeship and Industry Training Act of Alberta).

**15.06**

- a) Management will consider any reasonable request to attend product line courses offered in the City of Edmonton. Employees attending such courses will be compensated their regular rate of pay for that day. Employees not scheduled for work will receive eight (8) hours regular rate of pay.
- b) Should an Employee voluntarily terminate employment prior to the passage of six (6) months following the completion of any schooling or O.E.M. training, all expenses paid for such training, including tuition, will be subject to repayment by the Employee to the Employer.

**ARTICLE 16 - DUES, DEDUCTIONS AND INITIATION FEES**

**16.01** All present Employees in the bargaining unit who are members of the Union as of the effective date of this Agreement, or who may become members of the Union during the term of the Agreement, will be required as a condition of continuing employment, to maintain their membership in the Union to the extent of the current monthly dues as established by the Union.

**16.02** All Employees who are covered by this Collective agreement shall be required as a condition of employment, and within thirty (30) days after the commencement of employment, to assign to the Union through payroll deduction, an amount of money equal to the monthly Union dues, and for such purpose to sign an "Authorization to Deduct Union Dues" form as provided. The accounting supervisor or his/her designate, will attend to the signing of such deduction forms.

**16.03** All revocations of Union dues deduction will be copied and forwarded to the Union.

**16.04**

- a) It is hereby agreed that, for the duration of this Agreement, upon authorization in writing by any Employee covered by the Agreement the Company will deduct Union dues, initiation fees in the amounts as determined by the Union from time to time in accordance with its constitution and by-laws, from the earnings in each month of such Employees, and transmit the same to the Financial Secretary of the Union on or before the 10th day of the following month. Such authorization shall continue in force for the duration of this Agreement. Orders authorizing

the deduction of Union dues or initiation fees must be made in duplicate and one copy shall be forwarded to the Financial Secretary of the Union.

The Company will, at the time of making each such payment to the Union, name the Employees from whose pay such payment has been deducted.

- b) Dues will not be collected from Employees who are absent for 15 days or more during the month due to apprenticeship training, short term disability, long term disability or WCB claims.

**16.05** The Company agrees to include on the Employee's T-4 slip the amount of Union dues paid by each Employee.

## **ARTICLE 17 - FURLOUGHS AND LEAVES OF ABSENCE**

**17.01** For the purpose of facilitating the affairs of the Union, the Company shall, upon the written request of the Union, grant leave of absence without pay to one Union member. Such member during such leave of absence shall retain all seniority and service rights as though employed by the Company. Absence under this provision shall not exceed six (6) years.

**17.02** Leaves of Absence without pay and without loss of seniority shall be granted upon request by the Union in writing for the purpose of attending conventions as a Union delegate. Every effort will be made to accommodate the needs of the business in granting the request of the Union. These leaves are not to exceed a total of twelve (12) weeks annually in all departments combined.

**17.03** Leaves of Absence may be granted to Employees for personal reasons and for a specified period of time, without pay, at the discretion of the Company through the General Manager. Such Employees, during such leave of absence, shall retain all seniority and service rights as though employed by the Company. Leaves of Absence beyond thirty (30) days shall be reported to the Union.

**17.04** All Leaves of Absence will be submitted on a Company "Record of Absence" form.

## **ARTICLE 18 - DISCIPLINE (WORKING FOR OTHERS)**

**18.01** The Union recognizes the right of the Company to discipline or discharge any member who after his regular working hours does truck repair work for remuneration other than for the Company. This does not apply to Employees while on lay-off.

## **ARTICLE 19 - SAFETY AND SANITATION**

**19.01** The Company agrees to continue to furnish healthful working conditions at all times and to provide adequate and modern devices with regard to safety and sanitation, also Employees will endeavor to maintain the facilities provided to them in a safe clean and healthy condition.

**19.02** The Company agrees to provide a communication device such as a cell phone to those technicians required to work off site and in instances where there is a safety concern technicians will not work alone.

**19.03** Management recognizes the concern of the members in facing the possibility of discipline for refusing to work on a truck which the individual mechanic considers to present a sanitary hazard.

Because of this concern, a copy of this letter is directed to the Service Centre Management asking that they use discretion and good judgment in the assignment of such work.

In the event of any dispute, the individual concerned has the right to ask the shop committee to intercede before starting work on the truck. In such case the Service Manager shall rule. Should this not provide a satisfactory settlement for the dispute, the General Manager will be asked to give his decision.

It is hoped that this procedure will prevent such disputes from reaching formal grievance procedures.

**19.04** Customers shall be requested, as designated by posted signs, to remain outside the service area (excluding evening parts pick-up) unless accompanied by a supervisor.

Supervision shall also attempt to consistently enforce the wearing of eye protection by its customers in all designated areas.

**19.05** Whatever machinery and equipment the Company furnishes shall meet with all the required standards of safety and sanitation.

**19.06** A Safety and Health Committee shall be established consisting of one (1) member for the Service Department and one (1) member from the Parts Department, equally representative of the Company and the Union. The duties of the Committee consist of making recommendations for the improvement of safety and the investigation of all accidents. The Committee will work toward the elimination of safety hazards. The Committee shall meet monthly and discuss safety programs and accident reports. It shall make periodic inspections of work sites to check all health and safety conditions and make recommendations to management.

**a)** Records of all proceedings of committee meetings to be kept and posted in respective departments.

**b)** Committee members to receive applicable rate of pay while attending meetings.

**c)** One member of the Health and Safety Committee will be included when any health and safety related inspections are done (e.g. WCB, OHS and FIRE).

- 19.07** Effective from date of hire or last boot claim an Employee will receive fifteen dollars (\$15.00) per month effective April 1, 2009, to a maximum of 21 months for the purchase of CSA safety boots and related accessories.
- 19.08** Any recommendations or complaints under this Article will be subject to the procedure provided for in this Agreement. The Union agrees that it will endeavor to have its members observe all safety rules.

## **ARTICLE 20 - BULLETIN BOARD**

**20.01** For the sole use of the Union, the Company will erect and maintain a bulletin board in the Service Department and Parts Department. The board may be used for the purpose of disseminating information concerning meetings, elections, social events and other affairs of general interest. Under no circumstances may it be used for advertising, for political matter, for distributing pamphlets or circulars or for propaganda of any sort. No matter shall be posted until it has been submitted and approved by the manager or some person designated by him for that purpose.

## **ARTICLE 21 - GENERAL CONDITIONS**

### **21.01 Uniforms and Coveralls**

- a) Where uniforms, coveralls or smocks are necessary in the performance of the work, the Company agrees to supply these items at Company expense to a maximum of five (5) per week. If an Employee experiences unusual working conditions which would warrant an additional change of coveralls or uniforms, such will be provided for by the Company.

The Company agrees to supply each parts Employee with four (4) work shirts to last him for one (1) year. In subsequent years, the Company will issue and supply two (2) additional shirts if required, per year on the anniversary date of the first issue.

- b) The Company will supply and maintain adequate winter wear for service as follows: 2 pairs of winter coveralls and 6 winter jackets.

The Company will supply and maintain 3 winter jackets for the parts department.

### **21.02 Pension Plan**

Diamond International Trucks Ltd. Pension Plan will be equal to or better than the International Harvester Canada Limited Pension Plan which was \$9.00 per month per year of service for hourly Employees and \$8.75 per month per year of service for salaried Employees as of October 31, 1982. Service with International Harvester Canada Limited together with Northgate International Trucks Ltd. and Diamond International Trucks Ltd. service will constitute continued service for vesting purposes. International Harvester Canada Limited pension will be paid with respect to International Harvester Canada Limited

service at retirement, and Diamond International Trucks Ltd. pension will be paid with respect to Diamond International Trucks Ltd. service at retirement.

Effective December 1, 1984 ten dollars (\$10.00) per month per year of service.

Effective September 1, 1985 eleven dollars (\$11.00) per month per year of service.

Effective March 1, 1988, twelve dollars (\$12.00) per month per year of service.

Effective January 1, 1990 fourteen dollars (\$14.00) per month per year of service.

Effective January 1, 1991 fifteen dollars (\$15.00) per month per year of service.

Effective January 1, 1992 twenty dollars (\$20.00) per month per year of service.

Effective April 1, 1996 twenty-two dollars (\$22.00) per month per year of service.

Effective April 1, 2001 twenty-four dollars (\$24.00) per month per year of service.

Effective April 1, 2004 twenty-seven dollars (\$27.00) per month per year of service.

Effective April 1, 2007 twenty-eight dollars (\$28.00) per month per year of service.

Effective April 1, 2008 twenty-nine dollars (\$29.00) per month per year of service.

The plan may be expanded to provide a Payroll Deduction Savings Plan so each Employee can belong to a Payroll Deduction R.R.S.P. if he/she wishes.

**21.03** Diamond International Trucks Group insurance program for Employees covered by this Collective agreement form part of this Agreement.

Schedules are shown below and benefits are subject to the terms of the Sun Life policy # 150128/100527 (or equivalent) and are effective October 1, 2012.

Benefits listed under this Article shall be subject to a 20% monthly Employee contribution of the individual's premium rate. Relevant correspondence from Sun Life will be cc'd to the Union Office. Any increase shall be subject to a thirty (30) day written notice to each Employee.

- a) Short Term Disability Benefits (STD) (0-7-52) - 66 2/3% of regular earnings to a maximum of one thousand dollars (\$1,000.00) per week, coverage commencing on the first day in the case of accident and on the 8th day in case of illness and payable for twenty-six (26) weeks.**

An Employee who claims and is approved for STD benefits will have up to eight (8) days paid in one calendar year for the STD waiting period(s).

**b) Long Term Disability Benefits (LTD) after (STD).**

LTD will begin after 26 weeks of STD.

66 2/3 % of monthly earnings to a maximum of two thousand five hundred dollars (\$2,500.00) per month for the first 26 weeks of LTD. After 26 weeks, the benefit changes to 66 2/3 % of monthly earnings to a maximum of one thousand seven hundred dollars (\$1,700.00) per month.

**c) Dental Coverage**

Dental coverage at current year Alberta Fee Schedule with Sun Life policy # 150128/100527 (or equivalent) maximum limit of two thousand (\$2,000.00).

Orthodontics - four thousand (\$4,000.00).

**d) 1. Healthcare Coverage**

As per Sun Life policy # 150128/100527 (or equivalent).

- 2.** Drug cost will only be covered as per the Least Cost Alternative (LCA) list as outlined by the Alberta Health Drug Benefit List, where possible.

**e) Life Coverage**

Basic Life – one times (1X) annual salary. As per Sun Life policy # 150128/100527 (or equivalent).

AD & D - one times (1X) annual salary. As per Sun Life policy # 150128/100527 (or equivalent).

**f) Vision Care**

Will be for Employees and his/her family for eyeglass lenses and frames or contact lenses, but not sunglasses, if necessary for the correction of impaired vision. Maximum in total per family member:

- age 18 years and under \$225.00 every 12 consecutive months,
- for any other person \$450.00 every 24 consecutive months (effective April 1<sup>st</sup>, 2009).
- the Employee will be reimbursed 100% for one eye exam every two years.
- \$1,000.00 one-time payment to go towards laser eye surgery for Employees only – no dependents (can be used with the above \$450.00 if required).



The Company acknowledges that prescription safety glasses cost will be honored in accordance with this clause if they are by prescription and for vision correction.

#### **21.04 Tool Insurance**

The Company will assume the responsibility for the replacement of tools and tool boxes belonging to Service Center Employees in the event such tools or tool boxes become damaged or if the entire tool box is lost by theft where there is evidence of breakage and entry into the shop. However, all tools must be listed or photographed. The electronic or paper file must be identified as to whom the file belongs to and presented by the Employee to the Management for safekeeping prior to any damage or theft. The maximum liability assumed under this section shall not exceed twelve thousand five hundred dollars (\$12,500.00) for each such Employee.

Each mechanic has the option to increase the amount of tool insurance coverage at a fee of \$10.00 (ten) dollars per one thousand (\$1,000.00) dollars of coverage per year (April 1 to March 31).

#### **21.05 Tool Allowance**

- a) Upon completion of one (1) year of continuous service and each year thereafter on or after the Employees anniversary date the Company will purchase tools for Journeyman and Apprentice Mechanics to a maximum of \$475.00. All tools purchased by the Company will be returned to the Company at termination of employment. Tools will be purchased from either Snap-On, Mac, Acklands, Gregg Distributors or Matco, but cannot be purchased from more than one vendor. Tools and manuals may also be bought from Diamond International Trucks Ltd.
- b) All tool claims must be submitted within 60 days following an Employee's anniversary date.

#### **21.06 Bereavement Pay**

Pay at current rate, not to exceed three (3) working days, will be paid to an Employee having three (3) months or more of service, (only to the extent of time lost while making arrangements for and for attending the funeral) of a relative of either the Employee or spouse, common-law spouse (wife, husband, children, mother, father, brother, sister, grandparents, or grandchildren). One additional day with pay will be given if the Employee has to travel out of province.

#### **21.07 Jury Service**

The Company will make up to an Employee who is called to jury duty the difference, if any, between his jury pay and his regular wages (does not include overtime rates or premiums) from the Company for the time so spent to a maximum of 30 working days, providing that the Employee must report for work as soon as possible after the lunch period, if he is dismissed for the day by the

Court by 11:00 a.m. The same provision shall apply to any Employee being served a subpoena as a Witness in Court.

### **21.08 Pay Day**

Wages shall be paid biweekly by the method presently in effect. Regular pay days will be Thursdays unless prevented by unforeseen circumstances. Any errors or omissions over two hundred and fifty dollars (\$250.00) brought to the attention of the immediate supervisor will be corrected within seven (7) working days by separate cheque. Any errors or omissions under two hundred and fifty dollars (\$250.00) brought to the attention of the immediate supervisor will be corrected on the next pay cheque.

**21.09** The Company will pay tuition fees for Employees who wish to attend on their own time industrial First Aid courses approved by the Company. In addition, the Company will pay wages and tuition fees for one (1) Employee annually to attend the one (1) day Occupational Health and Safety course, and for one (1) Employee annually to attend the three (3) day Occupational Health and Safety course. The Employee selection will be mutually agreed upon by the Company and the Union.

### **21.10 Bonus Days**

- Four per calendar year earned at a rate of one (1) day per quarter.
- Must have zero absenteeism in quarter to earn one (1) day excluding any time off as per the Collective agreement. For the purpose of this clause absenteeism is defined as illness or injury including short term, long term disability, WCB claims of 3 days or more and leave of absence.
- Employees may approach management to make up his or her lost time using any of the shifts currently in place within ten (10) working days following the missed time.

The value of a bonus day will reflect current rates.

- New Employees, who pass probation, will be eligible to earn bonus days starting on the next full quarter.
- Bonus days must be taken in the Calendar year in which they were earned or they will be paid out on the first payday in January. The only exception to this will be the bonus day earned in the fourth quarter will automatically be carried over to the New Year. This bonus day must be used in the first quarter of the New Year or it will be paid out on the first payday in April.
- A maximum of 10% of Employees per shift may use a bonus day. If more than 10% of Employees per shift apply for the same day there will be a draw from the Employees who applied with a Shop Steward present. Employees must apply 2 weeks in advance of the stat and confirmation will be given by the Company 1 week before the stat. (refer to Article 14.04 d) 3).

## **ARTICLE 22 - MAINTAIN AND IMPROVE PRODUCTIVITY**

**22.01** The Union and the Company will make every attempt to maintain and improve productivity.

## **ARTICLE 23 - TRAINING AGREEMENT**

Those Service Technicians who have achieved Diamond Certification training status are eligible to earn a 50% Company contribution for a lap top (EZ TECH). The contribution and EZ TECH purchase will be administered as per the Company policy.

**ARTICLE 24 - DURATION OF AGREEMENT**


**24.01** This Agreement shall be effective April 1, 2019 to March 31, 2022 and thereafter from year to year unless either party shall, not less than 60 days and not more than 120 days preceding the expiry date of this Agreement give the other party notice of desire to either amend or terminate the Agreement. Unless notice of termination is given, this Agreement shall remain in effect while negotiations for a further Agreement are being carried on.


Dated this 6<sup>th</sup> day of November, 2019.


IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written:


**FOR THE COMPANY:**  
Diamond International Trucks Ltd.


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


  
\_\_\_\_\_  
Allison Lecavalier


  
\_\_\_\_\_  
Pat Braaten

  
\_\_\_\_\_  
Matt Barnable, Business Representative

  
\_\_\_\_\_  
Kyle Franzen

  
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Roger Frost

  
\_\_\_\_\_  
Gerard Sheridan

  
\_\_\_\_\_  
Ed Zubick

## Letter Of Understanding #2

between  
Diamond International Trucks Ltd.  
and the  
International Association of Machinists and Aerospace Workers, Local Lodge 1722

### HOURS OF WORK

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The Company and the Union agree, without prejudice or precedent, the following new language replaces 11.01 c) e) g) h) and j) for the duration of this Agreement.

#### 11.01

##### c) Shifts:

- i) A **Day Shift** shall be considered as any shift that ends on or before 6:00 p.m. on the weekdays. The Day Shifts are as follows:

8 hour shifts	Shifts starting between the hours of 7:00 a.m. and 9:30 a.m.
10 hour shifts	Shifts starting between the hours of 7:00 a.m. and 7:30 a.m.

- ii) An **Evening Shift** shall be considered as any shift ending after 6:00 p.m. on weekdays. The Evening Shifts are as follows:

8 hour shifts	Shifts starting between the hours of 10:00 a.m. and 3:30 p.m.
10 hour shifts	Shifts starting between the hours of 8:00 a.m. and 1:30 p.m.

- iii) A **Weekend Shift** shall be considered as any shift where a Saturday is worked. The Weekend Shifts are as follows:

8 hour shifts	Shifts starting between the hours of 7:00 a.m. and 9:30 a.m.
10 hour shifts	Shifts starting between the hours of 7:00 a.m. and 7:30 a.m.

- e) Staffing of the shifts may be on a volunteer basis. Failure to obtain sufficient volunteers to fill the position(s) available may be filled by assignment on a rotational basis. Should there be too many volunteers for the positions(s) available, the most senior Employee(s) would fill the position(s). Position(s) would be only available when vacancies exist.
- g) The top 10% of the seniority list will be eligible for a \$1.00 premium for hours worked on any shift other than the day shift, excluded any overtime.
- j) All shifts are no less than 2 weeks in duration on a 1:1 ratio (1:1:1 when using 3 shifts).

## **Letter Of Understanding #8**

between  
Diamond International Trucks Ltd.  
and the  
International Association of Machinists and Aerospace Workers, Local Lodge 1722

### **PENSION PLAN**

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The Company and the Union agree without prejudice or precedent that the parties will establish terms of reference that will ensure discussions are progressing towards a resolution to the Company RRSP Plan.

#### Step 1:

- 30 days from ratification the Committee to be established and meet. Committee to be a maximum of 3 from each side.
- Parties to discuss costs of the review.
- Gain comprehensive understanding of a Pension Plan wind up to Company RRSP Plan and individual impacts.
- Once the parties have agreed on the implementation and wind up to the Company RRSP Plan the parties will move to Step 2.

#### Step 2:

- The Committee will meet to establish contributions to the Company RRSP Plan.
- If at any time either party feels it is impossible to gain agreement, it is understood this matter will be moved to the next round of bargaining.

#### Step 3:

- If an agreement has been reached by both parties, the Union will take to membership for ratification vote.

**NOTES OR CONTRACT PROPOSALS**

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# Calendar 2019

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# Calendar 2020

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# Calendar 2021

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August

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# Calendar 2022

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