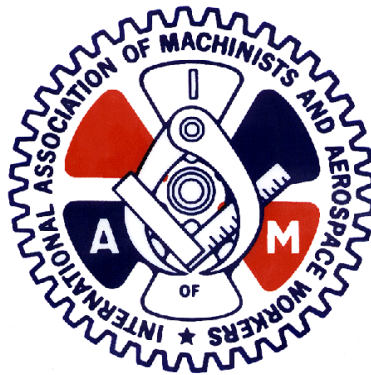


# **COLLECTIVE AGREEMENT**

between

**INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE WORKERS  
LOCAL LODGE 99**



and

**LEAVITT MACHINERY GENERAL PARTNERSHIP**



Effective May 1, 2022 to April 30, 2025

Ratified June 22, 2022

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## **COLLECTIVE AGREEMENT**

between

### **LEAVITT MACHINERY CANADA INC.**

Hereinafter referred to as the "Employer", Leavitt Machinery

#### **OF THE FIRST PART**

and the

### **INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, LOCAL LODGE 99**

Hereinafter referred to as the "Union"

#### **OF THE SECOND PART**

WHEREAS the Union is certified as Bargaining Agent under Alberta Labour Relations Board Certificate Number 256-2002 for the following:

"All Employees except office, clerical, sales and security personnel."

AND WHEREAS the Union is Certified as Bargaining Agent under Canada Labour Relations Board Certificate No. 555-1194 for the following:

"All Employees of Leavitt Machinery General Partnership, employed in the Northwest Territories, excluding salesmen-in-charge, operations manager, foreman and those above."

AND WHEREAS the Employer and the Union desire to establish and maintain conditions covering the hours of work, rates of pay and other working conditions in order to maintain a harmonious relationship between the Employer and Employees covered by the terms of this Agreement and desire to provide a method of fair and amicable adjustment of disputes which may arise between them.

**NOW THEREFORE THE EMPLOYER AND THE UNION MUTUALLY AGREE  
AS FOLLOWS:**

#### **ARTICLE 1 - BARGAINING AGENCY**

**1.01** The Employer agrees to recognize the Union as the sole and exclusive bargaining agent for purposes of collective bargaining on behalf of the above noted Employees.

- 1.02** The Employer agrees to deal only with the Executive Officers and/or Business Representatives of the Union in matters relating to changes of any terms or conditions of this Agreement. New terms and conditions of employment that affect any Union Member will be negotiated with the Union Representatives and or Union Executive prior to implementation.
- 1.03** If a bargaining unit Employee is required to perform the duties of an Employee normally excluded, for a period of thirty (30) calendar days or longer, that Employee shall be excluded from the bargaining unit until he/she returns to their former duties.

## **ARTICLE 2 - UNION SECURITY**

- 2.01** All Employees for whom the Union is recognized as the sole bargaining agency in accordance with Article 1 shall be required to become a member of the Union immediately, and the Union agrees to accept into membership all those who are so employed.
- 2.02** In the event any Employee refuses to join or fails to maintain membership in the Union, the Employer shall, upon being notified by the Union, dismiss that Employee. Provided, however, that the Employer is not bound to dismiss any Employee who is expelled from the Union for other than reasonable cause.
- 2.03** An Employee shall not be discharged while absent on approved leave or while covered by Workers' Compensation or Long Term Disability benefits for a period of up to twenty four (24) months, except where the prognosis of the Employee suggests his/her return to the workplace is imminent and therefore he/she shall not be terminated from employment, except that layoff due to lack of work is excluded from this provision.
- 2.04** An Employee who has become incapacitated by injury or illness which causes him/her to be unable to perform his/her present job will be given preference for a position for which he/she can do or can reasonably be trained to do. The Employer will not create a job. Upon return, if the Employee does not work in the position, he/she held prior to the injury or illness, the wage will be protected for six (6) months. After six (6) months the person will be paid the wage rate for the position assigned and worked.
- 2.05** 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 3 - DUES, DEDUCTIONS AND INITIATION FEES**

- 3.01** The Employer agrees to deduct from the wages, LTD payments of each Employee upon written authorization from the Employee (which the Employer shall submit to the Employee for signature at the time of hire),

also such monthly dues or assessments as are provided therein. This authorization will be forwarded to the Union Office within 30 days of the Employees first day worked.

- 3.02** Notification of any change in dues or assessment shall be given by the Union to the Employer at least thirty (30) days in advance of a change in deduction.

The money deducted each month shall be forwarded to the Union Office not later than two (2) weeks following the date of deduction, together with a statement of Employee's names and the amount and purpose of each deduction.

The Union may request, by providing thirty (30) days' notice, and the Employer will provide a current full bargaining unit list including names, addresses and phone numbers twice per calendar year.

#### **ARTICLE 4 - SENIORITY**

- 4.01** A current seniority list by layoff classification per branch will be provided to the Union annually, or upon request.
- 4.02** Employees who have only held positions outside of the departments relating to the bargaining unit shall not hold bargaining unit seniority.
- 4.03** Any Employee reverting to bargaining unit status after ninety (90) days has elapsed since the date of transfer shall be classified no higher than the "A" wage rate of any category.
- 4.04** Seniority shall be held only in the Branch where the Employee is currently employed, however, if an Employee transfers to another branch seniority shall be retained from the date of hire. For the purpose of this Agreement, a Branch is defined as one or more places of business operated by the Employer in a geographical locality or municipality. If a member transfers temporarily from a branch and that original branch goes to a layoff within 180 days of their transfer, the member has to return to their original branch and cannot avoid the layoff.
- 4.05 Permanent Employees:** shall serve a probationary period of one hundred and eighty (180) consecutive calendar days. Seniority shall become effective when an Employee completes the probationary period and shall be dated retroactively to the date of hire.

**Permanent Part Time Employees:** is any Employee who works less than a full shift or week on a regular basis. An Employee who works less than twenty-five (25) hours or more will have benefits and statutory holidays paid on a prorated basis.

**Temporary Employees:** part time or full time to a maximum of ninety (90) days. Summer students to a maximum of the University break.

Temporary and part time Employees will not be employed to displace full time Employees.

Temporary Employees and Students employed during their vacation period shall not acquire seniority.

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

**4.06 a.** Seniority shall be considered as time worked in the bargaining unit.

Seniority shall be maintained and accumulated during an occupational accident, illness or while on sick leave benefits, maternity, parental leave, adoption leave and layoffs.

Seniority will be maintained but not accumulated during an authorized leave of absence.

If an Employee transfers to a position outside of the bargaining unit, seniority shall be maintained but not accumulated. After one (1) year all Union seniority will be lost. Any movement back to the bargaining unit must be on a posting.

**b.** Seniority shall be broken by:

- a.** Voluntarily quitting the job.
- b.** Over-extending an authorized leave-of-absence.
- c.** Discharged for just cause.
- d.** If an Employee fails to return to work within five (5) business days' notice requiring him/her to do so following layoff.
- e.** Circumstances under which the Employee does not respond will be dealt with by the Company and the Union through a mutual discussion.

**4.07** Seniority shall be considered to end when an Employee has been discharged or voluntarily leaves the service of Employer or has been laid off for a period exceeding twelve (12) months. In the event it is found that an Employee is wrongfully discharged, that Employee shall not suffer any loss of seniority if reinstated.

**4.08 Ten Hour Shift Agreement Specific to Wood Buffalo Region**

This Agreement deals with the specific region of Wood Buffalo and adds to and modifies the Collective Agreement for those Employees who are employed to work on this shift.

This Agreement will be on a without prejudice or precedent basis. The purpose of this agreement is to improve the Company's competitiveness

and flexibility in providing customer service, while providing increased job security for Employees, the parties agree to the following:

The parties agree that a four (4) day, ten (10) hour shift schedule may be worked in the Wood Buffalo Region as listed above on the following basis.

**1. Hours of Work and Shift Times:**

This day shift will consist of a:

- a.** Monday to Thursday, 10-hour shift, and
- b.** Tuesday to Friday, 10-hour shift.

**2. Statutory Holidays:** are recognized as normal days of work.

- a.** When a Statutory Holiday falls on an Employee's scheduled day off, the Employee shall be paid ten (10) hours at his hourly rate for the holiday.
- b.** When a Statutory Holiday falls on an Employee's normally scheduled workday and the Employee is not scheduled to work, the Employee shall be paid ten (10) hours at his hourly rate.
- c.** When the Employee works a Statutory Holiday, he shall receive ten (10) hour pay at this regular hourly rate, and in addition, shall be paid double time his hourly rate for all hours worked that day.
- d.** For ten (10) hour shift workers, statutory holidays as listed in the Collective Agreement shall be observed.

**3. Rest Breaks:**

- a.** The Employee shall be provided with two (2) paid fifteen (15) minutes rest periods and one (1) thirty (30) minutes unpaid lunch period.

**4. Overtime:**

- a.** The normal workday consists of ten (10) hours straight time. Hours worked in excess of the ten (10) straight time hours per day will be paid at applicable overtime rate. The normal work week will be 4 consecutive 10-hour shifts.

**5. Benefit Entitlement:**

- a.** The calculation for entitlement to vacation, sick leave, other benefits, etc. will be made according to the Collective Agreement, Article 9.05 – Vacation, Article 15 – Group Insurance, Sick Benefits.



All other conditions of employment are as per the Collective Agreement.

**6. Bereavement Leave:**

Bereavement leave will be paid at ten (10) hours per day. Qualification remains as per the Collective Agreement.

7. Shift configurations will be established by the Employer and be explained on the posting. Where shift configurations may need to be changed, mutual agreement between the Employer and the Union will be required prior to the establishment of a different shift configuration.

8. Notwithstanding any other articles within the Collective Agreement, an Employee will return to his/her original position upon completion of the project or by request.

9. If required, the parties agree to meet and discuss conditions that are not currently covered in this Article.

Either party may request a meeting to discuss and resolve any issues arising from this Letter of Understanding. This letter must be agreed to be renewed by both parties at its' expiration at the end of this Collective Agreement.

**ARTICLE 5 - VACANCIES, POSTINGS, PROMOTION AND LAY-OFF**

**5.01** Where a vacancy occurs or a new job is created, notice will be posted on bulletin boards for a minimum of seven (7) calendar days. The notice shall set out the job classification, location and qualification required. When the manpower level is not being increased a posting will include the notation "Restricted to applicants from within the Branch."

**5.02** Applications for vacancies shall be directed to the Human Resources Department via the applicant's immediate Supervisor. The Employer may reject an application for a posting to another Branch from an Employee who has less than one (1) year seniority or from an Employee who was transferred less than one (1) year prior to the posting.

**5.03** In filling new positions or vacancies, including promotions, the job shall be filled on the basis of seniority, training, experience, and the ability to perform the duties required for the position.

**5.04** Lay-off criteria will be in reverse order to seniority, which means the least senior Employee of a classification in a Branch affected will be laid-off first, except as noted herein.

a. The parties agree that in the event of a layoff or termination for cause, of a member of the bargaining unit, the Employer will notify the Union Office in writing within three (3) working days.

- 5.05** Recall of laid off Employees will be carried out in order of seniority. The most senior Employee of a classification in a Branch affected shall be recalled first by means of telephone contact and email. Where an Employee is not contacted by telephone, a registered letter shall be sent to their last known address. The Employee must respond within five (5) business days from the date such registered letter is received. Circumstances under which the Employee does not respond will be dealt with by the Company and the Union through a mutual discussion.

All Employees will have five (5) business days to respond to the recall request. If they fail to respond within five (5) business days to the request to return to work, they will lose any recall rights and be deemed to have voluntarily left the employment of the Company. Each Employee will be allowed one (1) right of refusal in a twelve (12) month period without losing recall rights.

The Employee must be able to return to work within seven (7) calendar days after their recall notice.

It is the responsibility of the Employee to provide Human Resources with a current address and contact information.

- 5.06** The mandatory recall period will be effective for twelve (12) months following layoff. If an Employee elects to take his/her severance pay before twelve (12) months' time that Employee would forfeit his/her recall rights.
- 5.07** Providing an Employee is not working, Alberta Health Care premium sharing, and Extended Health Insurance benefits found in clause 15.01 will be provided to the laid off Employee until the end of the month following the month of layoff.
- 5.08** Job classifications for the purpose of layoffs, and job transfers allowed within those classifications due to a lack of work, are identified in Schedule "B" which is attached hereto.
- 5.09** If there are no Employees on lay-off status at a Branch where a vacancy occurs Employees on lay-off status at other Branches will be given an opportunity to fill the vacancy, provided the Employee has the qualifications and demonstrated ability to perform the job (of which the Employer shall be the sole judge), before the Employer hires from outside.
- 5.10** When business conditions exist, an Employee on layoff may be recalled to perform work for a short term or temporary nature. The nature and duration of the work will be discussed with the Employee prior to the Employee returning to work.

If an Employee refuses a recall for short term or temporary work of less than thirty (30) days, the Employee's recall rights per 5.08 will not be

affected.

### **5.11 Branch Closure**

- a. Employer will advise Union Executive.
- b. Employer will advise affected Employees.
- c. Employer will make a reasonable effort to place affected Employees in vacancies in other Branches within their job classification & ability.
- d. The Union will waive the posting requirements of this collective agreement for any affected Employees of the Branch that closed.

### **5.12 Temporary Transfers**

Any active Employee who accepts a management requested temporary transfer to another branch will receive transportation, travel time at applicable rates, meals (as per the Company Per Diem policy) and accommodation for the duration of the assignment. The living expenses, hours of work and rates of pay will be discussed and agreed to prior to the start of the assignment. When the temporary transfer assignment is completed, the Employee will return to the position from which he/she left.

Any Employee who accepts a voluntary temporary transfer assignment to another branch will only be paid for hours worked per day. There will be no pay for travel time or accommodations unless previously approved by management.

## **ARTICLE 6 - HOURS OF WORK AND OVERTIME**

**6.01** The normal work day consists of eight (8) hours and the normal work week consists of forty (40) hours, Monday through Friday. Hours worked in excess of eight (8) per day or forty (40) hours per week will be paid at the overtime rate of one and a half (1.5) times the regular hourly rate, unless the Employee is working on an approved shift in excess of those hours. Overtime hours worked on Sunday and General Holidays will be paid at two (2) times the regular hourly rate unless the Employee is working on an approved shift on those days. (Tuesday to Saturday Shift, see Letter of Understanding).

**6.02** The Employer agrees to discuss with the Union before making a change in the normal hours of work or shift rotation schedules and further agrees that five (5) days' notice or with immediate Union agreement shall precede the effective date of any changes. Establishment of a new or different shift which requires modification or signing-off of any provision 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.

**6.03** A Day shift shall be considered any shift commencing between the hours of 6:00 AM and 9:00 AM.

**6.04 Ten Hour Shift**

This Agreement deals with the specific region of Wood Buffalo and adds to and modifies the Collective Agreement for those Employees who are employed to work on this shift.

The parties agree that a four (4) day, ten (10) hour shift schedule may be worked in the Wood Buffalo Region as listed above on the following basis.

**1. Hours of Work and Shift Times:**

This day shift will consist of a:

- a.** Monday to Thursday, 10 - hour shift, and
- b.** Tuesday to Friday, 10-hour shift

**2. Statutory Holidays:** are recognized as normal days of work.

- a.** When a Statutory Holiday falls on an Employee's scheduled day off, the Employee shall be paid ten (10) hours at his hourly rate for the holiday.
- b.** When a Statutory Holiday falls on an Employee's normally scheduled workday and the Employee is not scheduled to work, the Employee shall be paid ten (10) hours at his hourly rate.
- c.** When the Employee works a Statutory Holiday, he shall receive ten (10) hour pay at his regular hourly rate, and in addition, shall be paid double time his hourly rate for all hours worked that day.
- d.** For ten (10) hour shift workers, statutory holidays as listed in the Collective Agreement shall be observed.

**3. Rest Breaks:**

The Employee shall be provided with two (2) paid fifteen (15) minutes rest periods and one (1) thirty (30) minutes unpaid lunch period.

**4. Overtime:**

The normal workday consists of 10 hours straight time. Hours worked in excess of the 10 straight time hours per day will be paid at applicable overtime rate. The normal work week will be 4 consecutive 10-hour shifts.

**5. Benefit Entitlement:**

The calculation for entitlement to vacation, sick leave, other benefits, etc. will be made according to the Collective Agreement. Article 9.05 – vacation, Article 15 – Group Insurance, Sick Benefits All other conditions of employment are as per the Collective Agreement.

**6. Bereavement Leave:**

Bereavement leave will be paid at ten (10) hours per day. Qualification remains as per the collective agreement.

- 7.** Shift configurations will be established by the Employer and be explained on the posting. Where shift configurations may need to be changed, mutual agreement between the Employer and the Union will be required prior to the establishment of a different shift configuration.
- 8.** Notwithstanding any other articles within the Collective Agreement, an Employee will return to his/her original position upon completion of the project or by request.
- 9.** If required, the parties agree to meet and discuss conditions that are not currently covered in this Article.

Either party may request a meeting to discuss and resolve any issues arising from this Letter of Understanding. This letter must be agreed to be renewed by both parties at its' expiration at the end of this Collective Agreement

- 6.05** The hours of work shall be consecutive with the exception of a ten (10) minute rest break during the first four (4) hours of the shift, an unpaid lunch break not to exceed one (1) hour, and a ten (10) minute rest break during the last four (4) hours of the shift.
- 6.06** When overtime work of two (2) hours is to be performed, immediately before or after a regular shift, the Employee shall be given a ten (10) minute rest break adjacent to the shift.
- 6.07** Overtime shall be distributed as equitably as possible, first among all Employees within the department, and then amongst Employees capable of performing the work within the branch or division.
- 6.08** Unscheduled call-in at the end of a regularly scheduled workday will be paid at a minimum of three (3) hours overtime pay. When a person is called in on a scheduled day off or a statutory holiday and is required to work, that person will be paid a minimum of four (4) hours at the regular overtime rates in addition to any statutory holiday pay. However, the Employer may require the Employee to work the three (3) or four (4) hour period.
- 6.09** Parts Counter Sales Employees assigned to schedule standby duty shall receive \$100.00 per day for each day of standby duty.

If an Employee is required to go to the Employer's premises as a result of the call, the Employee shall be compensated at four (4) hours at the applicable overtime rates or the actual hours worked, whichever is greater. Only one (1) call-in shall be paid in each four (4) hour period.

- 6.10** No other Employee shall be scheduled or required to be on standby. Where standby may be agreed to by the Employee and the Employer, the Employee shall receive standby pay at \$100.00 per day.
- 6.11** It is intended that every Employee should have a full shift break of eight (8) hours between shifts. In the event that an Employee is recalled to work before a full shift break occurs, he/she shall be considered as still working on his/her previous shift and shall be paid the appropriate overtime rates for work performed after recall.

No Employee shall be permitted to resume work of his/her own accord until a full shift break of eight (8) hours occurs without permission of his/her supervisor.

**Clarification of Shift Break:** Employees working overtime will not lose the time taken from their next shift to make up the eight (8) hour break.

**6.12 Training Pay**

Travel time for management requested training will be paid at straight time rates. Any appropriate expenses incurred to travel to and attend training courses will be reimbursed by the Employer.

Any time spent travelling and attending factory training courses will be paid at straight time to a maximum of forty (40) hours per week.

Any Employee who elects to take part in voluntary training will not be paid for the training time, travel time or accommodations unless previously agreed to by management.

**ARTICLE 7 - SATURDAYS, SUNDAYS AND HOLIDAY PAY**

- 7.01** Where an Employee is not regularly scheduled to work Saturday, the rate of pay for work performed on such days shall be one and a half (1.5) times the regular hourly rate. Where an Employee is not regularly scheduled to work Sunday, the rate of pay for work performed on such days shall be two (2) times the regular hourly rate.
- 7.02** When an Employee is required to work on a designated Holiday the rate of pay for work performed on a Holiday shall be two (2) times the regular hourly rate, in addition to regular pay for the Holiday.

**ARTICLE 8 - PAID HOLIDAYS**

**8.01** All holidays currently recognized in the Collective Agreement will be taken as follows:

- a. If the holiday falls on a normally scheduled workday, then it will be taken on that day.
- b. If the holiday falls on a scheduled day off, it will be taken on the next scheduled workday.
- c. Provided any other Statutory Holiday declared, proclaimed or celebrated by the Federal and or Alberta Provincial Government, shall be paid for on the same basis.

Holidays will be observed on the following days:

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

**8.02** In order to receive pay for a Holiday the Employee must have thirty (30) or more days seniority and work on his/her last scheduled shift preceding and the first scheduled shift following the Holiday, unless failure to work on those days is accounted for by a letter in writing from a qualified medical practitioner to the effect that the Employee was unable to work due to illness, or if in the opinion of the Employer the Employee had a reasonable excuse for failing to work.

**8.03** Notwithstanding 8.02 an Employee is eligible for this payment provided that a regularly authorized leave of absence has been approved for the date preceding and/or following the Holiday. Such leave must be approved in advance of the Holiday by the Employee's Supervisor.

#### **8.04 Banked Overtime**

Overtime hours may be paid in wages or accumulated as follows:

1. Banked hours cannot be taken in the prime vacation period or added to regular holidays during the prime vacation period without approval of their supervisor. Under no circumstances can banked time be used as sick.
2. Overtime hours may be paid in wages or accumulated as follows:
  - a. For time off during slow periods a maximum of two hundred (200) hours may be banked.

- b. Banked hours cannot be taken in the prime vacation period or added to regular holidays during the prime period unless approved by management.
- c. Working for a second Employer at any time during banked time off will be construed as moonlighting and will be subject to disciplinary action or dismissal.
- d. Banked hours can only be taken at a time acceptable to Management. If the Employer and an Employee cannot agree on a mutually acceptable time, either party may demand pay out of the amount owing and close out the banked account.
- e. Banking of overtime may be inappropriate in locations of high overtime on a constant basis. In these cases, Management should advise the Union.
- f. Banked overtime cannot be accumulated on temporary transfers.
- g. All overtime hours worked may be banked at the appropriate overtime rate.
- h. All shift, field and isolation differentials will be paid to the Employee on the paycheck for the pay periods during which the hours were actually worked.
- i. Retroactive pay adjustments for hours banked during retroactive period will be made in a lump sum on one paycheck. The hours and amounts in the bank will not change.
- j. If the hours in the bank are at a rate that was last used two (2) years ago all the hours at that rate will be paid out.
- k. Straight time cannot be banked, only overtime can be banked.
- l. Banked time may be used for appointment time when pre-arranged with their supervisor.

## **ARTICLE 9 - VACATION WITH PAY**

- 9.01** Employees shall earn and receive vacation with pay subject to terms and conditions set out as follows:
- 9.02** Preference for vacation shall be based on seniority, provided that in order to maintain an efficient Branch the Employer may change scheduling of vacation periods if necessary.
- 9.03** During the months of July and August a minimum of two (2) weeks continuous scheduled vacation is available. Longer periods may be approved at the Supervisor's discretion if the workload allows. During the



remaining months all entitled vacation may be scheduled in a continuous period.

Vacation requests submitted prior to March 30th of the current vacation year will be governed by seniority preference. Requests after March 30th will be considered on a first come first serve basis.

Vacation period requests of less than five (5) days are subject to workload conditions and require express approval of the Supervisor.

- 9.04** When a designated Holiday occurs during a vacation period, the Employee may take an extra day at the beginning or end of the vacation period. The immediate Supervisor must be notified concerning the Employee's intention prior to commencement of vacation.

**9.05 Vacation Entitlement**

Employees who have been employed continuously for specified periods are eligible for paid vacation as follows:

<u>Employment Period</u>	<u>Vacation Entitlement</u>	
1 year or more	3 weeks	6% of gross
5 years or more	4 weeks	8% of gross
10 years or more	5 weeks	10% of gross
15 years or more	6 weeks	12% of gross

The Company will ensure "vacation weeks" or "time off earned" as agreed to and written in this C/A, will not be changed when wage increases are applied.

- 9.06** Where an Employee is absent from work for any reason other than STD, LTD or WCB, for a period exceeding longer than sixty (60) days, vacation credit accumulation will cease between the sixty first (61) day to the date when the Employee returns to work. Employees who are off work on STD, LTD, or WCB will continue vacation credit accumulation for up to nine (9) months only.
- 9.07** An Employee is not allowed to work in lieu of taking annual vacation.
- 9.08** The basis of the calculation for the vacation pay will be 2% of the gross wages for every week of vacation to which the Employee is entitled. The Employee will be paid his/her regular pay for every week of vacation to which he/she is entitled. The variance between the regular pay and the 2% of the gross wages per week will be paid twice a year, on June 30 and the remainder paid out on December 31<sup>st</sup> of the current year.

**9.08 Gross Wages (Definition)**

For the purpose of this agreement, gross wages will mean all straight time pay, overtime pay, (including that banked), vacation pay (including vacation

adjustment), premiums, shift differentials, regional wage adjustment, holiday pay, call in and standby.

## **ARTICLE 10 - APPRENTICESHIP ASSISTANCE**

### **10.01 Reference Schedule "E"**

### **10.02 Pay rates applying to the four (4) year apprenticeship program will be:**

60% first year.  
70% second year.  
80% third year.  
90% fourth year; of the Journeyperson "C" rate.

For a three-year program the applicable rates will be:

65% first year.  
75% second year.  
85% third year of the Journeyperson "C" rate.

If the Employer does not allow the apprentice to attend school, the normal increased rates of pay will be paid to that apprentice retroactively to the anniversary date, upon successful completion of the test for the applicable year.

### **10.03 All apprentices having served his/her required time and having passed government examinations will be classified as Journeyperson "B" under their appropriate wage schedule.**

These new provisions will only apply to newly indentured apprentices after the ratification date of this agreement. All current apprentices will be grandfathered at their current rates and advancements.

## **ARTICLE 11 - GENERAL PROVISIONS**

### **11.01 Without limiting the Union's recognition of Management as found in Clause 14 hereof, the Employer agrees that no member of the Union shall be in a position to exercise any function of management relating to discipline or discharge of any Employee.**

### **11.02 Supervisors and other Employees outside the bargaining unit shall not perform bargaining unit work, except in the case of instruction or emergency.**

### **11.03 Service Department Protective Clothing**

- a.** Coveralls will be supplied and cleaned without charge to those who normally wear them. There will be sufficient number to ensure clean coveralls are available.

- b. Immersion suits and fireproof coveralls will be made available as a tool room item for those required to wear them on job assignments.
- c. Field servicepersons will be provided without charge three pairs of arctic coveralls and cold weather protective gloves. Replacement coveralls and gloves will be supplied upon surrender of an unserviceable pair of coveralls and gloves.
- d. Arctic coveralls and cold weather protective gloves will be available in each branch for other servicepersons on temporary field assignments.
- e. Welders will be provided, without charge, protective gloves. Replacement will require surrender of unserviceable gloves.

**11.04** Parts department Employees who are required to wear uniform shirts shall have them supplied by the Employer without charge. Cleaning of the shirts shall be the Employee's responsibility. The Employer agrees to supply and clean smocks or coveralls without charge for Parts department Employees and tool room attendants where required. Arctic coveralls and cold weather protective gloves will be available for parts department Employees where the work assignment dictates the need.

#### **11.05 Boot Allowance**

All Employees whose regular work involves repairing or warehousing activities are required to wear safety footwear of a standard approved by the Canadian Standards Association (CSA).

An Employee will receive up to \$300.00 on the first pay cheque in May of each year for safety footwear. The Employee must have completed the probationary period (6 months) by the first May payday to receive the allowance. To be eligible to receive up to \$300.00 Employees must submit receipts prior to April 1<sup>st</sup> of each year to support the purchase.

All Employees must be active at time of pay out, however, if an Employee is on STD / LTD / WCB or layoff status, they will be paid one payment of this allowance upon their return to active status.

**11.06** All Employees attending Parts or Service meetings will be paid their regular pay, during normal working hours.

**11.07** If an Employee chooses, he/she may review their personnel file with their supervisor on an annual basis. Any disciplinary notice older than eighteen months (18) will be removed from the file provided there has been no further discipline imposed during the period.

#### **11.08 Tool Allowance**

A Tool Allowance will be paid to Employees in the groups listed below. Leavitt will supply upon request by members, an approved T2200 tax form.

Field Person, Mechanics / Apprentices - \$700.00

Qualifying Employees must have a complete tool list on file with the Company. The Company will accept digital photos or videos of Employee's tools as an acceptable list.

To qualify, the Employee must have completed the six (6) month probationary period by the first pay period in May. There will be no prorating for new Employees.

To be eligible to receive up to \$700.00 Employees must submit receipts to support the purchase(s) submitted prior to October 1<sup>st</sup> each year.

Tool Allowance will be paid out in the first pay period of November each year in a separate payment.

All Employees must be active at time of payout, however, if an Employee is on STD / LTD / WCB or layoff status they will be paid one payment of this allowance upon their return to active status.

- 11.09** Employees called for jury duty or as a Crown Witness will be paid 80% of their normal daily wages (max 8 hrs a day) by the Employer to a maximum of 15 working days, unless otherwise agreed upon by management.
- 11.10** When work is required to be performed in temperatures below -25 Celsius adequate protection and some form of heat will be provided to Employees. Both the Employer and Employee agree to cooperate to make certain the work can be completed in a safe and timely manner.
- 11.11** Employees will submit expense reports within one (1) week of incurring expenses when possible and payment of expenses will then be made within two (2) weeks of submission of the report.
- 11.12** Employees who are away from their branch on training or overnight on a field assignment (when meals are not provided) shall receive a meal per diem per day of (\$20.00 breakfast, \$25.00 lunch, \$30.00 dinner).
- 11.13** If an overpayment of funds has been determined to have occurred, the Employer may recover the overpayment. The Employee will be allowed the option of a payment schedule that does not cause undue financial hardship to the Employee. Any overpayment discovered outside of fifty-two (52) weeks will not be recoverable.

## **ARTICLE 12 - NO DISCRIMINATION**

- 12.01** An Employee will not be transferred, dismissed, or discriminated against for any lawful Union activity, or for serving in a responsible capacity with the

Union, or for reporting to the Union any violation of the provisions of this Agreement.

Any Employee alleging wrongful transfer, dismissal or discrimination, may place his/her alleged complaint before Union representatives and if it is merited the complaint shall become a grievance and be subject to the grievance procedure as established in this Agreement.

The Employer and the Union agree there will be no discrimination, intimidation, coercion or harassment exercised or practiced by the Employer or by the Union, or by any of the representatives, with respect to any person because of race, colour, religious beliefs, sex, age, marital status, ancestry, or place of origin of that person, or to a person having a mental or physical handicap.

### **ARTICLE 13 - RATES OF PAY**

**13.01** The Employer agrees that during such times as this Agreement is in force it will pay all persons covered by the terms of this Agreement who are hourly Employees not less than the rates set forth in Schedule "A" - WAGE CATEGORIES, which is attached hereto and made part of this Agreement, and if any Employee is receiving a wage rate in excess of the rates herein contained such wage shall not be reduced by reason of the signing of this Agreement.

**13.02** In the event that work classifications other than those set forth in Schedule "A" are requested, the Employer and the Union shall meet and negotiate a rate of pay for such work.

**13.03** Payday shall be every second week on Friday. All accumulated earnings and work hours reported in a two (2) week period shall be remitted on the payday of the week following the pay period. Any errors or omissions shall be corrected by the next normal payday.

(For Employees working Saturday and/or Sunday, timecards for those days worked must be submitted to their supervisor/administrator by 7:30 AM on the Monday of pay week so that timecards can be processed and forwarded to payroll by 9:00 AM cut off.)

**13.04** All Parts and Service Employees filling in a premium position, who are asked or assigned by management, will receive the premium rate of pay for the number of hours spent in that position.

**13.05** The Employer agrees to hold job discussions annually on the anniversary hire date for all Employees who are covered by this Agreement and are Class C or B rate in any category.

The job discussion will consist of an evaluation of the Employee's performance and a personal interview with the Department supervisor. The supervisor conducting the interview shall state, in writing, on the job

discussion form, the developmental action required of the Employee to attain the higher rate. An Employee not satisfied with the results of the interview may discuss the matter with the next level Supervisor or Manager.

- a. A list of all Union members that shows their current status of wage rates will be supplied to the Union office annually.

#### **ARTICLE 14 - MANAGEMENT RIGHTS**

**14.01** The Union recognizes the right of the Employer to exercise the functions of management including, without limiting the generality thereof, the right to hire new Employees and to direct the working force, to promote and demote, transfer, lay-off due to lack of work, suspend or otherwise discipline or discharge for just cause any Employee, subject to the right of the Employee to lodge a grievance in the manner and to the extent herein provided. The Employer agrees to give to the Union reasonable notice of discharge for cause of any Employee. The Employer agrees to use its authority in a fair and reasonable manner.

**14.02** The Union also recognizes the right of the Employer to operate and manage its business in all respects in accordance with its obligations and to make and to alter from time-to-time reasonable rules and regulations, to be observed by Employees, which shall not be inconsistent with the provisions of this Agreement.

**14.03** The Employees and the Union agree that the foregoing enumeration of Management's rights shall not exclude any other recognized function of management not specifically covered by this Agreement.

#### **ARTICLE 15 - GROUP INSURANCE, SICK BENEFITS, DENTAL & BEREAVEMENT LEAVE**

**15.01** Entitlement to benefits in this clause commence as follows:

- after completing three (3) months of employment an Employee is eligible for Alberta Health Care premium share, Extended Health insurance plan coverage, and Long-Term Disability insurance;
- after completing six (6) months of employment an Employee is eligible for Dental Plan coverage, Accidental Death & Dismemberment Insurance, Life Insurance and Dependent Life Insurance.

##### **a. BENEFIT ENTITLEMENT**

During the term of this agreement, it is intended that the benefit plan coverage provided in Article 15 will be maintained. The details of the benefits are covered in various contracts and agreements, which will be made available to the Union. Benefit brochures and other information produced by the Employer will outline plans in brief and are intended to

answer generic Employee questions.

On request the Employer and Union will meet to discuss questions and concerns about benefit coverage and arrangements.

**15.02 Group Insurance** - The Employer agrees to share premiums for Alberta Health Care Coverage, with the Employer paying seventy-five (75%) per cent of the premium and the Employee paying twenty-five (25%) percent of the premium. Premium arrears for coverage prior to employment with the Employer are the Employee's responsibility.

The Employer agrees to eyewear coverage of up to \$400.00 every 24 months for all members and dependants covered under the extended medical plan.

The Employer agrees to maintain the Extended Health Insurance Plan, with the Employer paying seventy-five (75%) per cent of the premium and the Employee paying twenty-five (25%) percent of the cost of the premiums.

The Company agrees to instruct Group Insurance Carrier to issue Health Benefit Cards for the purchase of prescription drugs.

The Employer agrees to maintain the current Life Insurance Plan and the current Accidental Death and Dismemberment Plan (that has been in place since 2001) and shall pay the premium costs thereof, except that the portion of the premium assessed for Dependant Life Insurance is payable in total by the Employee.

The Employer agrees to continue to administer the Long-Term Disability Plan for hourly Employees.

It is agreed that in addition to administering plan benefits, the Employer and the Union agree that an objective of the plan is to encourage an early return to workplace assignment. The Employer agrees to maintain the Long-Term Disability Protection Plan and the Employee shall pay the total premium cost thereof.

The Employer agrees to instruct the Group Insurance Carrier to increase the "Maximum Monthly Cap" for LTD coverage to \$5,500 per month. And to further advise the Group Insurance Carrier to change the LTD "own occupation period" from 12 months to 24 months.

The parties agree to meet with the insurance carrier to explore some plan options, which may include consideration of the plan dealing with limited retraining or educational alternatives.

**15.03 Dental Plan** - The Employer agrees to maintain a Dental benefits program providing coverage with limits and conditions set forth in the plan for group dental insurance.

Unless modified by mutual agreement between the Employer and the Union, the plan shall cover dental expenses in accordance with the current Group Insurance Carrier Dental Reimbursement Guide.

The Employer shall pay seventy-five (75%) percent and the Employee shall pay twenty-five (25%) percent of the premium cost.

A booklet describing benefits under the plan shall be available to Employees at all the branches.

#### **15.04 Short Term Sickness & Disability Benefits**

Sick Leave is not to be used for any purpose other than legitimate illness and/or for medical appointments.

The Employer agrees to maintain an Employer sponsored Short Term Sickness Plan, the Employer and the Union agree that an objective of the plan is to encourage an early return to workplace assignment. All Employees covered by this Agreement shall be entitled to benefits subject to the following conditions:

The following scale of benefits is applied each time a claim is made. The scale covers a maximum of Seventy-five (75) working days in a one hundred and five (105) calendar day period, and claims exceeding seventy-five (75) working days in duration will be submitted to the LTD benefit plan.

<b>Length of Service</b>	<b>#First Work Days Not Paid</b>	<b>Work Days at Full Pay</b>	<b>Work Days at % of Pay</b>
0-3 months	<b>EI benefits only during probationary period</b>		
3-12 months	<b>3</b>	0	75 @ 75%
1-2 years	<b>2</b>	10	65 @ 75%
2-3 years	<b>1</b>	30	45 @ 85%
3-5 years	0	45	30 @ 90%
5 years +	0	75	N/A

At the time a claim is made, all Employee's sick time leave record for the proceeding ninety (90) days will be reviewed. One extra day will be added to the first workday not paid to the second and subsequent sick pay claims made within the proceeding ninety (90) calendar day period, except in the event of a reoccurrence of the same illness. The first workdays not paid will not exceed 14 days.

When hospitalization is necessary in the case of sickness or accident, the first days of no pay may be waived.

#### **Reporting**



If an Employee becomes ill or injured away from the workplace, it is that Employee's responsibility to verbally notify his manager or designate at the earliest opportunity.

- If the Employee is anticipating missing work due to illness or injury the Employee must contact their immediate supervisor or designate as soon as practically possible prior to the commencement of their shift. Contact will be made verbally or by leaving a voice message when applicable.
- The Employee must report to their immediate Supervisor or designate by telephone as soon as possible so that the appropriate paperwork can be sent to the Employee. Text message communication is not acceptable.
- The claim will be initiated as soon as the appropriate paperwork has been completed and approved by the carrier.
- Employee initiated telephone or personal contact with their manager must be maintained on a weekly basis. The day for contact will be determined between the Employee and his/her manager or designate.
- The sickness or disability must not be self-inflicted through the use of drugs or alcohol for which they are not under continuous treatment.
- The sickness or disability must not be self-inflicted through disorderly conduct.
- Sickness or disability lasting longer than three (3) days or more must be substantiated with an insurance form completed by the claimant and a qualified doctor indicating that the claimant is unable to work.
- If it is necessary for the Employee to provide additional written information to satisfy the claims adjudicator with respect to the Employee's claim and there is a charge for obtaining that information, the Employer agrees it will pay the cost to a maximum of \$50.00.

When an Employee is able to return to work to full or modified duties, the time worked will not be considered sick time. When an Employee has exhausted their short-term disability entitlement and/or the long-term elimination period has passed, the Employee's claim will be processed in accordance with Long-Term Disability plan provisions.

**15.05 Bereavement Leave** - without loss of pay will be provided upon the death of a member of an Employee's immediate family. The maximum amount of bereavement leave with pay allowed will be five (5) days. The Employee's immediate family shall be defined as an Employee's spouse, parents, grandparents, spouse's grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, plus sons, daughters, brothers, sisters, or their spouses. Under extenuating circumstances, Employees who need more

time off to attend a funeral will be allowed to take the extra required days off without pay in conjunction with the paid bereavement days.

- 15.06** The Employer has established an Employee Assistance Program to assist Employees in dealing with personal and family issues (of distress). Information on the program may be obtained at each branch.
- 15.07** When an Employee requests a personal leave of absence without pay, the Employer, taking into consideration the needs of the business, may grant the leave. The Employee will provide the reasons for the requested leave.

## **ARTICLE 16 - HEALTH & SAFETY**

- 16.01** The Employer recognizes the right of Employees to work in a secure, safe, and healthily environment. No Employee shall be required to act, nor shall any Employee act in the course of the employment, in a manner which constitutes a health or safety hazard. The Employer recognizes a responsibility to provide sufficient facilities, supplies, and services to protect the health and safety of Employees as they carry out their duties. The parties agree that the Employer shall provide, and Employees shall make use of, protective equipment and training wherever the same are required for the safe and effective performance of an Employee's duties. Employees shall report safety and health hazards of which they are aware to their supervisor. The Employer shall comply with the Occupational Health and Safety Act.
- 16.02** Joint safety committees shall be constituted at branch locations with 20 Employees or greater and shall make monthly inspections of the workplace and equipment. Inspection reports shall be forwarded to Department Supervisors and the Manager of Health and Safety for required action.
- 16.03** Employees who are required by the Employer to take either a defensive driving course or a first aid course will be paid for such time and the course. The Employer agrees to schedule courses during regular working hours whenever possible. Employees who choose to obtain a first aid course will be paid for such time, the course, and subsequent renewals. The Employer agrees to schedule courses during regular working hours whenever possible.
- 16.04** Employees who are required to obtain a first aid course will be paid for such time, the course, and subsequent renewals. The Employer agrees to schedule courses during regular working hours whenever possible. applicable overtime rates will apply.
- 16.05** Glasses, goggles and face shields will be worn as per the Leavitt Machinery Health and Safety Handbook. These eye protection items will be supplied by the Employer at no charge to the Employee. Prescription safety glasses may be obtained through the registered plan between Leavitt Machinery and the Optometrist's Association.

## **ARTICLE 17 - PENSION RIGHTS**

**17.01** All Employees covered by this agreement shall participate in a pension plan as set forth in an agreement between the Employer and Standard Life and outlined in 17.02. Alberta Registration # 45883, Policy # 61567, CCRA # 1076694 as amended April 15, 2004 by the Employer.

**17.02** For Employees a Defined Contribution plan is in place (per clause 17.01) and the Employer will make monthly contributions equal to 6% of an Employee's earnings into their accounts with the Plan Holder and statements will be provided quarterly per year.

- a.** Employees may voluntarily contribute to their DC plan where the Employer will match at a rate of one-quarter percent (.25%) to a maximum of one percent (1%) for every additional one percent (1%) that the Employee contributes. When the maximum is reached Employees may make further contributions to their DC plan with no further contributions by the Employer.

**17.03** Eligibility for Pension Plan membership will commence the first of the month following six (6) months of employment.

**17.04** The Parties agree to form a Joint Pension Plan Committee as noted below:

- 1.** The parties agree to form a Joint Pension Plan Committee and agree to meet within four (4) months, and thereafter as required.
- 2.** The Pension Plan Committee will be made up of two (2) Unionized Employees, two (2) non-Unionized Employees, one (1) Union Executive or Union Business Representative, two (2) Company Managers, and other agreed upon pension plan experts to attend and advise but not have a vote on this committee.
- 3.** The intent of this committee is to review every aspect of the current pension plan to help all members be more knowledgeable and to determine how our Pension Plan compares to other plans.
- 4.** After consultation with the Union and Employees, the Company will implement improvements as recommended by the Pension Committee assuming no significant cost increases to the Company.

## **ARTICLE 18 - NO STRIKES AND LOCKOUTS**

**18.01** There shall be no lockouts by the Employer and no interruption, strike, work stoppage, sit-down or slow-down by any Employees during the term of this Agreement.

## **ARTICLE 19 - UNION RIGHTS**

- 19.01** The Union shall keep the Employer advised in writing with up-to-date lists of names of Executive Officers and Stewards who are authorized to act on behalf of the Union with the Employer. The Employer agrees to recognize only those representatives whose names have been submitted in writing. It is understood that members of the Union's Executive and Business Representatives are also designated to act as Stewards.
- 19.02** Stewards shall be selected in any manner the Union decides upon.
- 19.03** Stewards shall be appointed to represent each department at all Branches as may be required from time to time.
- 19.04** Stewards shall meet with representatives of the Employer monthly, if required by either party, in order to discuss problems, which may arise.
- 19.05** In the event of discipline, suspension or termination, the Employee is entitled to Union Steward representation, when available, at his/her request.
- 19.06** Stewards will be allowed a reasonable amount of time per month, up to four (4) hours without loss of pay, to present grievances to representatives of the Employer under Steps 1 and 2 of the Grievance Procedure, provided they first obtain permission from their supervisor to leave their work assignment.
- 19.07** Employees having grievances shall not discuss them with Stewards during working hours unless they have first obtained permission from their Supervisor. The Employer agrees such permission will not be unreasonably refused.
- 19.08** The Employer agrees to permit Union representatives a reasonable amount of time off, without pay, to attend to the necessary business of the Union.
- 19.09** Members of the Union bargaining committee will be comprised of Union agent and no more than three (3) other Company Unionized Employees.

The Company agrees to split 50/50 the wage of two bargaining unit Employees to a maximum of 40 hours each. No overtime will be paid. The Union is responsible for the cost associated with the 3<sup>rd</sup> bargaining unit member of the committee.

The Company will pay the Employees and bill the Union for the 50/50 split at the end of negotiations. Any time Union Stewards are off work on Union business, or in Negotiations and Leavitt pays them, Leavitt will bill the Union the loaded costs.

- 19.10** Bulletin boards will be reserved for the purpose of posting official Union notices and papers. The Union agrees that such notices and papers will

not contain references detrimental to the maintenance of a harmonious relationship between the Employer and the Union.

## **ARTICLE 20 - GRIEVANCE PROCEDURE**

**20.01** The Employer and the Union both agree that the settlement of any dispute or grievance arising out of the terms of this Agreement should, so far as possible, be arranged between the Employer's representative and the Employee or the Union's grievance committee. A difference between the Employer and the Union as to the meaning and application of the provisions of this Agreement shall be considered a policy grievance. All policy grievances will be processed by the Union and shall be submitted to the Alberta Manager under Step 3 of the Grievance Procedure.

**20.02** A grievance concerning the discharge of an Employee may be submitted into Step 2 of the Grievance Procedure.

**20.03** Unless a grievance of an Employee or a policy grievance is presented to the Employer within twenty (20) calendar days from the date when the grievance first arose or in the case of dismissal of Employees within twenty (20) calendar days of notification to the Union of such dismissal, the grievance is waived and the Employee or the Union shall not be permitted to present the same to the Employer thereafter. Failure of the Employer to respond within its allotted times indicates that it is in agreement with the griever.

**20.04** Any complaint, disagreement or difference of opinion between the parties hereto concerning interpretation, application, operation or any alleged violation of the terms of this Agreement shall be considered a grievance and the procedure of settlement shall be as follows:

**STEP 1:** If the complaint or grievance is not satisfactorily resolved in discussion between the Employee and/or the Union Steward and his/her immediate Supervisor, the grievance shall be set out in writing citing the alleged violation of the Collective Agreement including the Clause(s) affected. It shall be submitted in this form to the immediate Supervisor within the time limits specified in Clause 20.03 (twenty days). A decision will be forwarded to the Union Steward from the Supervisor within five (5) days of receiving the grievance.

**STEP 2:** If the grievance is not satisfactorily resolved at Step 1, the Union steward shall submit the grievance to the Department Head or Branch Manager in writing with a copy of the original grievance, within twenty (20) calendar days of receiving the reply at Step 1. The Company will make their decision known in writing to the Union within twenty (20) calendar days.

**STEP 3:** If the grievance is not satisfactorily resolved in Step 2, the Union Office shall submit the grievance to the Alberta

Manager within twenty (20) calendar days of receiving the reply in Step 2. The Alberta Manager will arrange for the management to meet with the Union Executive to hear the grievance and render a decision within twenty (20) calendar days.

**STEP 4:** If the Step 3 decision of management is unsatisfactory to the Union, the Union Executive may then submit the grievance to arbitration within twenty (20) calendar days of receiving the decision. The notice of submission to arbitration must be given in writing.

**20.05** The time limits expressed in the foregoing shall exclude Saturdays, Sundays, designated Holidays, and normal time off. The time limits set out above may be adjusted in exceptional circumstances by mutual agreement. The time limits set out are considered mandatory and not directory.

## **ARTICLE 21 - BOARD OF ARBITRATION**

**21.01** The Board of Arbitration shall consist of a single arbitrator, being one of the following persons:

1. Andrew Sims
2. Phyllis Smith
3. Cheryl Yinst-Bartle

Who shall be selected as follows:

- a. The person who has the number one (1) beside his/her name shall hear and decide the first arbitration case held after the effective date of this Agreement.
- b. The person who has the number two (2) beside his/her name shall hear and decide the second arbitration case and so on until the last person named has heard and decided an arbitration case. Thereafter, the person who has the number one (1) beside his/her name shall hear and decide the next case, and so on.
- c. In the event that the person whose turn it is to be arbitrator is unwilling or unable to hear and decide the case within thirty (30) days after he/she is contacted, or in the event that such a person cannot be contacted by the parties with reasonable effort within a reasonable time, or in the event that such person is directly interested or involved in the outcome of the case under consideration, then in any such event that person shall be passed over in favour of the next person next named.

**21.02** It is understood and agreed that the time limits set forth herein may be altered by mutual agreement between the Employer and the Union.

**21.03** Grievances submitted to arbitration shall be governed by the provisions of this Agreement. The Arbitrator shall not be vested with the power to change, modify, or alter this Agreement in any of its parts, but may,

however, interpret its provisions. The expense of the Arbitrator shall be borne equally by the Employer and the Union, unless otherwise provided by law. The findings and decision of the Arbitrator shall be binding and enforceable on all parties.

- 21.04** The Arbitrator shall have the power to ameliorate any penalty or disciplinary measure and in the case of any grievance involving a discharge he/she shall be entitled to substitute lesser disciplinary penalty than was imposed by the Employer.

## **ARTICLE 22 - SEVERANCE PAY**

- 22.01** Severance Pay shall be paid to an Employee in the event of lay-off along with the final earnings pay cheque, according to the following schedule:

1 week's pay for seniority	-	3 months up to 1 year
2 week's pay for seniority	-	1 year up to 3 years
3 week's pay for seniority	-	3 years up to 4 years
4 week's pay for seniority	-	4 years up to 6 years
6 week's pay for seniority	-	6 years up to 8 years
8 week's pay for seniority	-	8 years up to 10 years
12 week's pay for seniority	-	10 years or more

## **ARTICLE 23 - DURATION & RETROACTIVITY OF AGREEMENT**

- 23.01** It is understood and agreed between the parties hereto that they will commence bargaining for a new collective agreement to follow this one on or about January 31, 2025 and if they fail to conclude a new collective agreement before April 30, 2025, the Employer agrees to pay the Employees the rates of pay established by the new agreement for one-half of the actual hours worked from April 30, 2025 until the date of the making of the new collective agreement.

- 23.02** This agreement shall be effective from May 1, 2022, until April 30, 2025 and thereafter to the date when a new collective agreement comes into force or until a strike or lockout occurs, whichever is first.

- 23.03** 3-year contract – 1<sup>st</sup> year at 8%, 2<sup>nd</sup> year at 2%, 3<sup>rd</sup> year at 2%. Shop Technicians Edmonton/Calgary/Red Deer and all Parts.

3-year contract – 1<sup>st</sup> year at 4%, 2<sup>nd</sup> year at 2%, 3<sup>rd</sup> year at 2% for all Field Technicians and Fort McMurray Shop.

3-year contract – 1<sup>st</sup> year at 2%, 2<sup>nd</sup> year at 2%, 3<sup>rd</sup> year at 2% for laborers and warehouse staff.

## **ARTICLE 24 – CONTINUOUS SHIFT – APPLICABLE TO WOOD BUFFALO REGION ONLY**

A continuous shift would be a shift configuration to satisfy customer requirements where the customer works seven days a week. Guidelines for this shift are listed below.

**24.01** This shift may be used where the Employer engages in a contractual commitment where the majority of the work would take place on the customer's site. Where this is not so, an appropriate explanation will be discussed and mutually agreed upon with the Union prior to implementation of any shift.

These shifts will be voluntary.

**24.02** A continuous shift premium of \$3.25 per hour will apply to all hours worked. This premium allows for working scheduled shifts in excess of eight (8) hours per day and Saturday and Sunday at straight time rates up to a maximum of 2080 hours per year. The shift schedule shall result in an averaging above forty (40) hours per week. An Employee working on such a schedule shall be paid eleven and one-half hours straight time and one-half hour (1/2) overtime at the base rate for that shift worked per day.

**24.03** Hours of work.

a. A day shall be the twenty-four (24) hour period commencing with the start of the Employee's regular scheduled shift. A week shall be the seven (7) day period between 7:00 a.m. Monday and 7:00 a.m. on the succeeding Monday, or the nearest start/stop time to the above.

The twelve (12) hour shift schedule requires equal numbers of days on followed by days off, unless the Employee agrees to change shift rotation and/or transfers branches at which point seven (7) business days or immediate Union agreement will be sufficient amount of time.

b. The twelve (12) hour shift schedule requires equal numbers of days on followed by equal days off. Unless the Employee agrees to change shift rotation and / or transfer Branches. At which point seven (7) business calendar days or immediate Union Employee agreement will be a sufficient amount of time.

c. A shift is defined as the hours of work within a twenty-four (24) hour period.

d. A schedule is defined as days of work and the associated days of rest. Days of rest follow the days of work.

**24.04** Statutory Holidays: are recognized as normal days of work.

a. When a Statutory Holiday falls on an Employee's scheduled day off, the Employee shall be paid twelve (12) hours at his hourly rate for the holiday.



- b. When a Statutory Holiday falls on an Employee's normally scheduled workday and the Employee is not scheduled to work, the Employee shall be paid twelve (12) hours at his hourly rate.
- c. When the Employee works a Statutory Holiday, he shall receive twelve (12) hours pay at his regular hourly rate, and in addition, shall be paid double time his hourly rate for all hours worked that day.

#### **24.05 Rest Breaks.**

For twelve (12) hour shifts, an Employee shall commence and cease his shift at the designated stopping time and place. The Employee shall be provided with three (3) paid lunch/rest periods (2 x 15 minutes and 1 x 30 minutes) at the Employee's designated lunch place between the third (3<sup>rd</sup>) and fifth (5<sup>th</sup>) and seventh (7<sup>th</sup>) and eighth (8<sup>th</sup>) and tenth (10<sup>th</sup>) hours of the shift. The total lunch/rest period shall not exceed 60 minutes. Flexibility in scheduling rest breaks may be necessary to meet urgent customer needs.

#### **24.06 Overtime.**

The appropriate overtime rates will apply for all hours worked on a regularly scheduled day off (i.e., time and one half). Double time will be paid for all hours worked on a day off on Sunday or on Statutory Holidays.

**24.07** The calculation for entitlement to vacation, sick leave, other benefits, etc. will be made using an hourly equivalent, e.g., vacation, if entitled to 2 weeks' vacation x 40 hours = 80 hours equivalent. Sick leave, if entitled to 10 days x 8 hours = 80 hours equivalent, etc. It is neither intended that Employees neither gain nor lose benefit entitlement while working on a continuous shift.

**24.08** Shift configurations will be established by the Employer and be explained on the posting. Where shift configurations may need to be changed, mutual agreement between the Employer and the Union will be required prior to the establishment of a different shift configuration.

**24.09** Through mutual agreement between the Union and the Company, an Employee can return to the shop from this shift.

**24.10** If required, the parties agree to meet and discuss conditions that are not currently covered in this Article.

### **ARTICLE 25 – BENEFIT PREMIUMS**

The Union and the Employer agree if benefit premiums are found to be insufficient the Employer shall approach the Union's Executive to request premium increases. The Union Executive reserves the right through consultation with the Employer and the Insurance Company to refuse the increase for not longer than a 6-month period if the Union does not agree with the reasons for the increased premium.

## **ARTICLE 26 – CONTRACTOR PERMITS**

1. The Company will endeavour to preserve work traditionally performed by Union Members as bargaining work.
2. When it is necessary to use contractors in trades listed in schedule "A" the Company will pay to the Union a permit fee as stated by the Union on behalf of the contractor.
3. When it is necessary to use contractors (in trades listed in Schedule A) the Company will pay to the Union a permit fee as stated by the Union on behalf of the contractor.

### **SCHEDULE "A" – WAGE CATEGORIES**

#### **Edmonton / Calgary / Red Deer**

	<b>1-May-22</b>	<b>2-May-23</b>	<b>3-May-24</b>
	<b>4%</b>	<b>2%</b>	<b>2%</b>

#### **CERTIFIED TRADES, SERVICE DEPARTMENT**

##### Field Servicepersons

Charge Hand	\$55.37	\$56.48	\$57.61
Lead Hand	\$51.20	\$52.22	\$53.27
Journey person "A"	\$50.23	\$51.24	\$52.26
Journey person "B"	\$47.34	\$48.29	\$49.25
Journey person "C"	\$43.47	\$44.34	\$45.23

##### H.E. Mechanic, H.D. Mechanic, Automotive Mechanic

	<b>1-May-22</b>	<b>2-May-23</b>	<b>3-May-24</b>
	<b>8%</b>	<b>2%</b>	<b>2%</b>
Charge Hand	\$50.53	\$51.54	\$52.57
Lead Hand	\$49.74	\$50.74	\$51.75
Journey person "A"	\$47.39	\$48.34	\$49.30
Journey person "B"	\$44.26	\$45.14	\$46.05
Journey person "C"	\$41.14	\$41.96	\$42.80

##### On-Road Apprentice Mechanic

4th Year (90% of Journey person Shop "C" Rate)	\$37.02	\$37.76	\$38.52
3rd Year (80% of Journey person Shop "C" Rate)	\$32.91	\$33.57	\$34.24
2nd Year (70% of Journey person Shop "C" Rate)	\$28.80	\$29.37	\$29.96
1st Year (60% of Journey person Shop "C" Rate)	\$24.68	\$25.18	\$25.68

##### Off-Road Apprentice Mechanic

3rd Year (85% of Journey person Shop "C" Rate)	\$34.97	\$35.67	\$36.38
2nd Year (75% of Journey person Shop "C" Rate)	\$30.85	\$31.47	\$32.10
1st Year (65% of Journey person Shop "C" Rate)	\$26.74	\$27.27	\$27.82

	1-May-22	2-May-23	3-May-24
	2%	2%	2%
<b>SKILLED/ SEMISKILLED CATEGORIES:</b>			
<u>Labourer, Janitor, Yard Person</u>			
Class A	\$30.66	\$31.27	\$31.90
Class B	\$27.34	\$27.88	\$28.44
Class C	\$23.85	\$24.32	\$24.81

\* A Labourer is a person employed to perform limited skill work. Examples of limited skill work are: Guard Removal and Installation, General clean-up of shop, yard and machines, Lube and oil changes.

They will not be employed to replace or displace any of the other mechanical classifications.

	1-May-23	2-May-24	3-May-25
	8%	2%	2%
<b>Parts Department</b>			
<u>Journeyman Categories (#1)</u>			
Charge Hand	\$45.96	\$46.88	\$47.82
Lead Hand	\$43.90	\$44.78	\$45.68
Journeyman "A"	\$41.77	\$42.61	\$43.46
Journeyman "B"	\$38.89	\$39.67	\$40.46
Journeyman "C"	\$37.25	\$37.99	\$38.75
<b>Parts Apprentice</b>			
3rd Year (85% of Journeyman "C" Rate)	\$31.66	\$32.30	\$32.94
2nd Year (75% of Journeyman "C" Rate)	\$27.94	\$28.50	\$29.07
1st Year (65% of Journeyman "C" Rate)	\$24.21	\$24.70	\$25.19
	1-May-22	2-May-23	3-May-24
	2%	2%	2%
<u>Warehouse Staff (#2) Non-ticketed</u>			
Warehouseperson	\$31.43	\$32.05	\$32.70
Class A	\$29.62	\$30.21	\$30.82
Class B	\$27.76	\$28.32	\$28.89
Class C	\$25.94	\$26.46	\$26.99

### **Parts Department Categories**

1. In store / Counter Sales, Service Supply Clerk 1 (Journeyman)
2. Warehouse person Picker & Stocker (MSA, non-ticketed)

## SCHEDULE "A" – WAGE CATEGORIES

### Grand Prairie

	1-May-22	2-May-23	3-May-24
	4%	2%	2%
<b>CERTIFIED TRADES, SERVICE DEPARTMENT</b>			
<u>Field Servicepersons</u>			
Charge Hand	\$58.14	\$59.30	\$60.48
Lead Hand	\$55.37	\$56.48	\$57.61
Journeyman "A"	\$52.74	\$53.79	\$54.87
Journeyman "B"	\$49.70	\$50.70	\$51.71
Journeyman "C"	\$46.54	\$47.47	\$48.42
<u>H.E. Mechanic, H.D. Mechanic, Automotive Mechanic</u>			
	1-May-22	2-May-23	3-May-24
	8%	2%	2%
Charge Hand	\$43.85	\$44.72	\$45.62
Lead Hand	\$52.23	\$53.27	\$54.34
Journeyman "A"	\$49.76	\$50.75	\$51.77
Journeyman "B"	\$46.47	\$47.40	\$48.35
Journeyman "C"	\$43.18	\$44.04	\$44.92
<u>On-Road Apprentice Mechanic</u>			
4th Year (90% of Journeyman Shop "C" Rate)	\$38.86	\$39.64	\$40.43
3rd Year (80% of Journeyman Shop "C" Rate)	\$34.54	\$35.23	\$35.94
2nd Year (70% of Journeyman Shop "C" Rate)	\$30.22	\$30.83	\$31.45
1st Year (60% of Journeyman Shop "C" Rate)	\$25.91	\$26.43	\$26.95
<u>Off-Road Apprentice Mechanic</u>			
3rd Year (85% of Journeyman Shop "C" Rate)	\$36.70	\$37.44	\$38.18
2nd Year (75% of Journeyman Shop "C" Rate)	\$32.38	\$33.03	\$33.69
1st Year (65% of Journeyman Shop "C" Rate)	\$28.07	\$28.63	\$29.20
	1-May-22	2-May-23	3-May-24
	2%	2%	2%
<b>SKILLED/ SEMISKILLED CATEGORIES:</b>			
<u>Labourer, Janitor, Yard Person</u>			
Class A	\$32.20	\$32.85	\$33.50
Class B	\$28.70	\$29.28	\$29.86
Class C	\$25.05	\$25.55	\$26.06

\* A Labourer is a person employed to perform limited skill work. Examples of limited skill work are: Guard Removal and Installation, General cleanup of shop, yard and machines, Lube and oil changes.

They will not be employed to replace or displace any of the other mechanical classifications.

	1-May-22	2-May-23	3-May-24
	8%	2%	2%
<b>Parts Department</b>			
<u>Journey person Categories (#1)</u>			
Charge Hand	\$48.29	\$49.25	\$50.24
Lead Hand	\$46.12	\$47.04	\$47.98
Journey person "A"	\$43.85	\$44.72	\$45.62
Journey person "B"	\$40.82	\$41.64	\$42.47
Journey person "C"	\$39.10	\$39.88	\$40.68
<b>Parts Apprentice</b>			
3rd Year (85% of Journey person "C" Rate)	\$33.23	\$33.90	\$34.57
2nd Year (75% of Journey person "C" Rate)	\$29.32	\$29.91	\$30.51
1st Year (65% of Journey person "C" Rate)	\$25.41	\$25.92	\$26.44
	1-May-22	2-May-23	3-May-24
	2%	2%	2%
<u>Warehouse Staff (#2) Non-ticketed</u>			
Warehouse person	\$32.99	\$33.65	\$34.32
Class A	\$31.09	\$31.71	\$32.35
Class B	\$29.16	\$29.75	\$30.34
Class C	\$27.25	\$27.80	\$28.36

### **Parts Department Categories**

1. In store / Counter Sales, Service Supply Clerk 1 (Journey persons)
2. Warehouse person Picker & Stocker (MSA, non-ticketed)

## SCHEDULE "A" – WAGE CATEGORIES

### Fort McMurray / Wood Buffalo Region

	1-May-22	2-May-23	3-May-24
	4%	2%	2%

#### CERTIFIED TRADES, SERVICE DEPARTMENT

##### Field Servicepersons

Charge Hand	\$71.99	\$73.43	\$74.90
Lead Hand	\$68.56	\$69.93	\$71.33
Journey person "A"	\$65.30	\$66.61	\$67.94
Journey person "B"	\$61.54	\$62.77	\$64.02
Journey person "C"	\$57.62	\$58.77	\$59.94

##### H.E. Mechanic, H.D. Mechanic, Automotive Mechanic

	1-May-22	2-May-23	3-May-24
	4%	2%	2%
Charge Hand	\$65.19	\$66.49	\$67.82
Lead Hand	\$62.28	\$63.52	\$64.79
Journey person "A"	\$59.33	\$60.52	\$61.73
Journey person "B"	\$55.43	\$56.54	\$57.67
Journey person "C"	\$51.48	\$52.51	\$53.56

##### On-Road Apprentice Mechanic

4th Year (90% of Journey person Shop "C" Rate)	\$46.33	\$47.26	\$48.20
3rd Year (80% of Journey person Shop "C" Rate)	\$41.18	\$42.01	\$42.85
2nd Year (70% of Journey person Shop "C" Rate)	\$36.04	\$36.76	\$37.49
1st Year (60% of Journey person Shop "C" Rate)	\$30.89	\$31.51	\$32.14

##### Off-Road Apprentice Mechanic

3rd Year (85% of Journey person Shop "C" Rate)	\$43.76	\$44.63	\$45.53
2nd Year (75% of Journey person Shop "C" Rate)	\$38.61	\$39.38	\$40.17
1st Year (65% of Journey person Shop "C" Rate)	\$33.46	\$34.13	\$34.81

	1-May-22	2-May-23	3-May-24
	2%	2%	2%

#### SKILLED/ SEMISKILLED CATEGORIES:

##### Labourer, Janitor, Yard Person

Class A	\$39.85	\$40.65	\$41.46
Class B	\$35.51	\$36.22	\$36.94
Class C	\$31.01	\$31.63	\$32.26

\* A Labourer is a person employed to perform limited skill work. Examples of limited skill work are: Guard Removal and Installation, General clean-up of shop, yard and machines, Lube and oil changes.

They will not be employed to replace or displace any of the other mechanical classifications.

	1-May-22	2-May-23	3-May-24
	8%	2%	2%
Parts Department			
<u>Journey person Categories (#1)</u>			
Charge Hand	\$59.76	\$60.95	\$62.17
Lead Hand	\$57.11	\$58.25	\$59.42
Journey person "A"	\$54.31	\$55.40	\$56.51
Journey person "B"	\$50.53	\$51.54	\$52.57
Journey person "C"	\$48.43	\$49.40	\$50.38
Parts Apprentice			
3rd Year (85% of Journey person "C" Rate)	\$41.16	\$41.99	\$42.83
2nd Year (75% of Journey person "C" Rate)	\$36.32	\$37.05	\$37.79
1st Year (65% of Journey person "C" Rate)	\$31.48	\$32.11	\$32.75
	1-May-22	2-May-23	3-May-24
	2%	2%	2%
<u>Warehouse Staff (#2) Non-ticketed</u>			
Warehouse person	\$40.84	\$41.66	\$42.49
Class A	\$38.52	\$39.29	\$40.07
Class B	\$36.10	\$36.82	\$37.56
Class C	\$33.73	\$34.41	\$35.09

### **Parts Department Categories**

1. In store / Counter Sales, Service Supply Clerk 1 (Journey persons)
2. Warehouse person Picker & Stocker (MSA, non-ticketed)

## **SCHEDULE "B" - LAYOFF AND TRANSFER CLASSIFICATIONS**

Lay-off due to a lack of work is determined by the criteria set out in Clause 5.06, and job classifications for the purpose of lay-off and transfer of Employees are as described in this Schedule.

When there is a shortage of work in an area of a department the Employer may transfer an Employee to another area within that department in the same job classification. The Employee with the shortest length of service shall be transferred first, provided the Employee has the qualifications and demonstrated ability to perform the job.

Parts and Service Employees must have been in the classification for a minimum of ninety (90) days in order to qualify for lay-off in that classification. If less than ninety (90) days, the previously held position will be used. This would include posted positions where applicable.

### **SERVICE & PARTS DEPARTMENT LAYOFF CLASSIFICATIONS**

- a. Apprentice Mechanic
- b. Charge Hand
- c. Counter salesperson / Parts Journeyperson / Apprentice / Lead hand
- d. Labourer / Heavy Truck Driver over 3 ton
- e. Mechanic / Technicians / Lead hand
- f. Warehouse Person
- g. Field Mechanic
- h. Crane Technician



## **SCHEDULE "C" - SPECIAL PROVISIONS**

**LOCATION ALLOWANCE** shall be paid to Employees maintaining a residence in the community of the Branch where they are employed, where surveyed costs are higher by 10% or more than Edmonton at any time during the term of this Agreement according to a mutually acceptable price comparison survey. Unless otherwise negotiated between the parties, Location Allowance for the term of this Agreement or subsequent Agreements is as follows:

Effective

May 01/2011

Fort McMurray / Wood Buffalo

\$1,100 per month

Effective May 1<sup>st</sup>, 2022, all current members receiving the location allowance will be grandfathered into the Location Allowance provision and the rate frozen for the duration of the contract. All members hired after May 1<sup>st</sup>, 2022 will not be eligible to receive the Location Allowance.

## **SCHEDULE "D" – PREMIUMS AND BONUSES**

### **SUMMARY OF PREMIUMS AND BONUSES FROM COLLECTIVE AGREEMENT OR LETTERS OF UNDERSTANDING**

Afternoon Shift Premium    \$1.40 / hour    May 01, 2001

Midnight Shift Premium    \$2.80/hour    June 14, 2013

A midnight shift will be considered any shift commencing after 5.01 p.m. and will be put in place only with mutual agreement between the Union and the Company.

Parts Department    \$0.75 / hour    For parts work performed off premises for parts people.

Lead hand Rate to apply to all Temporary Lead hand duties.

Premiums and bonuses do not attract overtime.

## **SCHEDULE "E" – APPRENTICES**

The Company will apply a ratio of apprentice to journeypersons that will facilitate the proper training of the apprentice. The ratio will be determined at the Branch based on the number of journeypersons employed, business conditions and future manpower requirements. Branch Management and the Branch Shop Steward will review the status of apprenticeship program prior to hiring a new apprentice.

A person who is employed by Leavitt Machinery Canada Inc, will maintain his wage rate at the time he/she starts an apprenticeship. He/she will not be eligible for a wage increase until such time as the apprenticeship wage scale meets or surpasses his wage level.

An apprentice hired as a new Interior Lift Truck Services Inc. Employee will be paid in accordance with the Alberta apprenticeship Branch wage scale.

The company will maintain an apprentice's straight time hourly wage while he/she attends authorized training classes at a vocational school. The Apprentice will assign any Government subsidies to the Company.

The Company will grant mileage allowance of \$.35/km for travel to and from the vocational school when an Apprentice attends school outside of his Branch location. This allowance is paid for the 1<sup>st</sup> trip at the beginning of each session and the last trip at the end of the session.

During periods when Apprentices are attending authorized training classes at vocational school annually, the Company will pay for all tuition fees, books and mandatory supplies.

An Apprentice who fails a course and is permitted to rewrite, will not be entitled to wages or other subsidies for the rewrite. He/she will be granted a leave of absence without pay for the rewrite.

Apprentices shall be required to complete the total hours as shown below in order to qualify for completion of their apprenticeship and to be considered a Journeyperson. For the purpose of progression to the next increased wage experience. Any delays in the control of the Employer will be subject to retroactivity.

The Apprentice shall be credited with all actual hours worked. Overtime hours shall count toward the hours worked but shall not be counted as double hours. There shall be no credit for vacation hours, statutory holidays, or time taken off work due to illness or personal absences.

For any trades not specifically outlined below, the number of hours shall be those established by the Alberta Apprenticeship Board.

The Company agrees to credit an internal Apprentice at the beginning of his/her term, any previous relevant schooling and/or work experience as recognized and

approved by the Alberta Apprenticeship Board

Program	Total Hours	Progression Hours
Heavy Equipment Technician	4500	1500
Parts Technician	4500	1500

## **LETTERS OF UNDERSTANDING INDEX**

### **GENERAL:**

- Leavitt Cranes, LOU # 3

### **PARTS RELATED:**

- Warehouse Person - Apprenticeship, LOU # 2

## LETTER OF UNDERSTANDING

### #2 – WAREHOUSE PERSON - APPRENTICESHIP

This constitutes a Letter of Understanding between Leavitt Machinery and the International Association of Machinists and Aerospace Workers, Local Lodge 99.

**Warehouse person** who applies will be allowed an unpaid leave of absence (with adequate notice) to attend parts apprenticeship school providing:

- a. they have completed 2 years' service as a full-time Employee,
- b. they have the current Leavitt Machinery prerequisites for the Parts Apprenticeship Program upon completion of year two of the apprentice, prior to commencement of year three.

It is understood that they will remain at the **Warehouse person** rates until a vacancy exists for an Apprentice/Journeyman Counter sale.

It is understood that work schedules may need to be adjusted to make certain the needs of the business and the individuals may be accommodated. This may mean limiting the number of people who can attend apprenticeship school at any one time from any one location.

Leavitt Machinery is prepared to assist the Employees to obtain the necessary prerequisites through the Educational Assistance Program.

This apprenticeship program for the **Warehouse person** is conditional upon an application to the apprenticeship Branch for any necessary variance from the Act and appropriate approvals being received. This application will be supported by both the Employer and the Union.

## **LETTER OF UNDERSTANDING**

### **#3 – LEAVITT CRANES**

The Company has elected to transfer the work of the “crane” responsibility to a new company of Leavitt Machinery General Partnership to be called Leavitt Cranes Inc. the Union recognizes that the “crane” work had already been established in British Columbia and reflected in their Collective Agreement under the schedule “crane technician”. However, no reference to date has been made in the Alberta Collective Agreement, therefore, the parties agree to the following:

The purpose of this LOU is to recognize that all Alberta bargaining unit Employees who will be performing the work in Leavitt Cranes Inc. are currently hold a Red Seal trade certificate as an HET, Industrial Electrician or Millwright an HET or Automotive Technician under the current Alberta Collective Agreement and all terms, benefits, wages, and conditions of the Collective Agreement will apply.

Furthermore, the parties agree to add to this LOU the new classification of “Crane Technician” which will be placed in Schedule A of the Collective Agreement. This new classification will be equal to and no less than “Field Serviceperson” described in Schedule A for all regions covered in the Collective Agreement. Trades other than those listed above, at discretion of management, may fall under other classifications in Schedule “A”. Apprentice Employee shall follow Article 10 – Apprenticeship Assistance.

## **UNION DUES**

### **ATTENTION ALL MEMBERS**

#### **Arrears in dues:** Excerpt from the IAM Constitution

**Quote:** "As used in this "Constitution, delinquency is defined as the failure of a member to pay his/her dues..."

"Delinquency for 2 months in the payment of dues shall automatically cancel membership and all rights, privileges and benefits incident thereto." Unquote.

If a member is not working, for any reason, it is the member's responsibility to make sure that his/her own dues are kept up to date.

**NOTE:** There have been errors in dues check-off remittances to the Union, and with the member's cooperation in advising the Union office, errors or non-remittance can be rectified.

**NON-PAYMENTS OF DUES** - When a member is laid off, or leaves the Employer for any reason, or simply forgets about his/her unemployed dues, the member is subject to a

**PENALTY REINSTATEMENT FEE** of six (6) times the current hourly rate when called back to work.

**MEMBERS OFF WORK DUE TO LAYOFF** - Please notify the Union office immediately. The member will then be entitled to an out of work stamp, for which he/she must remit \$2.00 (two) per month.

**MEMBERS OFF WORK DUE TO ILLNESS** - Please notify the Union office immediately if you are off anytime during the last two (2) weeks of the month or longer. This is to ensure that member's dues are kept up to date.

**CHANGE OF ADDRESS** - All members must notify the Union office of any change in address

**International Association of Machinists and Aerospace Workers**  
**Local Lodge 99**  
**Suite 107, 10471 – 178 Street NW**  
**Edmonton, Alberta T5S 1R5**  
**Telephone - 780-414-1499**

### **LODGE 99 DUES STRUCTURE**

Monthly working dues	two and one quarter (2.25) times hourly rate
Out of work dues	two dollars (\$2.00) per month
STD / LTD / WCB / MAT / PAT	two dollars (\$2.00) per month
Reinstatement fees	six (6) times the hourly rate



## SIGNATURE PAGE

### FOR THE COMPANY

Leavitt Machinery Canada Inc.  
In the Province of Alberta



### FOR THE UNION

International Union of Machinists and  
Aerospace Workers, Local Lodge 99



A handwritten signature in black ink, appearing to read "CD".

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Claudio D'Agnolo  
Director, Human Resources

A handwritten signature in black ink, appearing to read "Paul Chandler".

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Paul Chandler  
Interim Business Representative

A handwritten signature in black ink, appearing to read "Jody Hart".

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Jody Hart,  
General Manager

A handwritten signature in black ink, appearing to read "Victor Quintanilla".

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Victor Quintanilla,  
Interim Business Representative

A handwritten signature in black ink, appearing to read "Tom Gordon".

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Tom Gordon  
Union Representative

A handwritten signature in black ink, appearing to read "John Fisher".

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John Fisher  
Union Representative

A handwritten signature in black ink, appearing to read "Patrick Watson".

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Patrick Watson  
Union Representative

# 2022

## January

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23	24	25	26	27	28	29
30	31					

## February

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27	28					

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20	21	22	23	24	25	26
27	28	29	30	31		

## April

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24	25	26	27	28	29	30

## May

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## June

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26	27	28	29	30		

## July

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24	25	26	27	28	29	30
31						

## August

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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

## September

S	M	T	W	Th	F	Sa
				1	2	3
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

## October

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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

## November

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

## December

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

# 2023

## January

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

## February

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

## March

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

## April

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

## May

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

## June

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

## July

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

## August

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

## September

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

## October

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

## November

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

## December

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

# 2024

## January

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

## February

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

## March

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

## April

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

## May

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

## June

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

## July

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

## August

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

## September

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

## October

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

## November

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

## December

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

# 2025

## January

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

## February

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

## March

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

## April

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

## May

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

## June

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

## July

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

## August

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

## September

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

## October

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

## November

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

## December

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