

COLLECTIVE AGREEMENT

between

**International Association of Machinists
and Aerospace Workers
Local 1722**



IAM
U N I O N

and

NORS
in the province of Alberta

NORS

May 1, 2025 to April 30, 2028

Ratified July 23, 2025

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BY AND BETWEEN

This Collective Agreement is between NORS in the province of Alberta, hereinafter called the Company of the first part and the International Association of Machinists and Aerospace Workers, Local 1722, hereinafter called the Union of the second part.

DATE AND REFERENCE

This Agreement is dated for reference May 1st, 2022 and named for reference the "NORS in the province of Alberta," and the "International Association of Machinists and Aerospace Workers, Local 1722", Master Agreement.

PURPOSE

The purpose of this Agreement is to establish mutually satisfactory relations between the Company and its Employees and to provide a procedure for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours and wages for all Employees who are subject to the provisions of this Agreement.

ARTICLE 1:00 - UNION RECOGNITION

- 1:00 The Company recognizes the Union to be the sole bargaining agent for all shop personnel and parts department personnel employed and classified in accordance with Article 25 of this Agreement.
- 1:02 It is agreed upon to limit Union activity on the Company premises to non-working hours such as breaks, lunches or before/after hours with the exception of activities as outlined in Article 1:12. NORS Management requires prior notice of such meetings and they are subject to management approval.
- 1:03 Work normally performed by members of the bargaining unit shall not be performed by anyone other than a member of the bargaining unit except:
- (a.) Training by supervisory personnel of Employees of these branches only to the extent required.
 - (b) In the event of an emergency and providing no bargaining unit Employee is available to perform the type of work required and Employees decline overtime.
 - (c) The Company may utilize a contractor to a maximum of 30 consecutive days provided there are no qualified Employees on layoff. This time may be extended with the approval of the Union.
 - (d.) Customers working on NORS Premises:

To provide guidelines for the above, we provide the following:

1. Customer Employees working in Company shops/yards will be employed by the customer on a permanent basis.
2. Contractors hired by the Customer will only be permitted to perform work on NORS Premises, which cannot be done by NORS Employees.
3. Customer Employees or Contractors will be accompanied by a NORS Technician on a 1:1 ratio.
4. The time period for a Customer Employee working in employer premises would not exceed ninety (90) consecutive days.
5. Customer Employees must be under the direction of a NORS Employee.
6. Customer Employees will adhere to NORS Health and Safety Policies.
7. Customer Employees and Contractors will be required to sign in and out of the Company Premises. These records will be made available to the Union upon request.

1:04 The Union Business Representative shall be allowed reasonable access to the branch Shop Steward on Company premises during working hours for a period not to exceed half an hour providing prior approval has been received from the Branch Manager or his designate and does not interfere (materially affect) with operations.

1:05 The Company shall be free to hire new Employees who are not members of the Union, but new Employees shall, as a condition of employment and not later than thirty (30) days after hiring, become members of the Union.

1:06 All Employees covered by the terms of this Agreement who are now or who hereafter become members of the Union shall be required as a condition of continuing employment to maintain their membership in the Union.

1:07 It is agreed that any Employee transferred or promoted out of the bargaining unit shall not be required to continue his/her membership in the Union.

1:08 The Company will deduct Union dues from the wages of all Employees who come under the terms of this Agreement and will remit these dues to the Financial Secretary of the Union by the 10th of the following month. Such dues to be remitted with a typewritten list of those Employees who have had dues deducted. The total amount of dues deducted and remitted to the Union throughout the year, less any deductions for initiation or reinstatement fees shall be indicated on the T4 slips.

- 1:09 Upon written authorization from an Employee, the Company will also deduct and remit initiation and reinstatement fees. Forms for this deduction to be provided by the Union.
- 1:10 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. The employer agrees to deal only with the Shop Stewards and the Business Representative of the Union in matters relating to changes of any terms or conditions of this Agreement. There shall not be more than 2 Shop Stewards in any one branch and the Union shall endeavor to keep the Shop Stewards up to date on contractual obligations.
- 1:11 The Union agrees to supply the Company with the names of Shop Stewards and will keep said list up to date at all times.
- 1:12 It is agreed that the Shop Steward, properly designated by the Union, shall not lose pay for necessary time spent in handling of grievances on Company property within his regularly scheduled working hours. The Shop Steward shall be paid at the regular rate for time so spent, unless found unreasonable by the Company, and will report to the immediate supervisor when leaving and returning to the work assignment.
- 1:13 All new Employees shall be introduced to the area Shop Steward prior to commencing work.
- 1:14 The Union shall elect, and the Company shall recognize one (1) member from each branch covered by this agreement. In the event there are no volunteers, the Shop Steward from that branch will serve as a negotiator.

The function of this Committee shall be to meet with the Company representatives to negotiate the Collective Agreement. These members shall be paid by the Company for 50% of the hours to a maximum of twenty (20) hours per person.

Any additional time required for negotiations, preparation or bargaining beyond the initially scheduled time, the IAM Union will notify the Company. Committee members shall continue to receive their regular pay from the Company for all such time, with no disruption to their earnings. The Union agrees to reimburse the Company for any hours worked by committee members that exceed the maximum hours.

- 1:15 Delegates not exceeding two (2) in number, shall with seven (7) days advance notice to the Company in writing, be granted a leave of absence without pay, for a period not to exceed a total of thirty (30) working days in each calendar year, for the purpose of attending to Union business. Should additional time be required for a specific purpose, each will be negotiated on an individual basis with the Branch Manager.

- 1:16 The Company will, upon written request of the Union, grant leave of absence without pay or benefits to one Employee for the purpose of performing full time work for the Union. Any member during such leave of absence shall retain and accumulate seniority, to an additional four (4) year maximum, and all other rights accruing under this Agreement as though employed by the Company.
- 1:17 At the beginning of January and of July of each year, the Company will provide each Shop Steward with an up-to-date seniority list including job titles. These lists will also be posted on all bulletin boards. A copy will be sent to the Union office which will include rate of pay.

ARTICLE 2:00 - RESERVATION OF MANAGEMENT RIGHTS

- 2:01 The Union recognizes and agrees that:

The management and operation of the plant and the direction of the working forces are vested exclusively in the Company.

The Company has and shall retain the right to select its Employees, to hire, classify, transfer, promote, demote, discharge, suspend and/or to otherwise discipline them provided that a claim by any Employee covered hereunder may be the subject of a grievance and shall be dealt with as hereinafter provided.

- 2:02 When the Company introduces policies that may be relevant to the membership, the Company will host a mandatory information session and post on the Company bulletin board for a period of one week before applying the new policy. Employees will be expected to sign an attendance sheet.
- 2:03 The Employer will be fair and reasonable in application and administration of the Collective Agreement.

ARTICLE 3:00 - HOURS OF WORK

- 3:01 The standard working day shall be one of eight (8) hours. The standard working week shall be one of forty (40) hours. The standard working day shall be between the hours of 7:00 a.m. and 3:30 p.m. Monday to Friday inclusive. This start and stop time may be altered at any of the branches covered by this Agreement by mutual agreement between the Branch Manager and the Union. The allowed deviation from the above will be one of the following:
- (a.) 7:30 a.m. to 4:00 p.m.
 - (b.) 8:00 a.m. to 4:30 p.m.
 - (c.) 8:30 a.m. to 5:00 p.m.
 - (d.) 9:00 a.m. to 6:00 p.m., one hour unpaid lunch

Should the Branch Manager and the Union, also mutually agree to a one (1) hour lunch break, the end of the shift, as indicated in (a.) through (c.) above, will be extended by one-half (1/2) hour.

All shifts starting outside the designated standard day will be paid a shift premium for all hours worked as provided in Article 25:03 with the exception of the parts department where shift premium will apply only to those shifts commencing at or later than 9:00 a.m.

In addition to the standard hours of work, as required the 40-hour work week may be altered to 4 ten hour work days in one of the following three formats:

- Alternate Shift A – will be Monday to Thursday (10-hour day) with a start time of 6:30 a.m. with two coffee breaks and one ½ hour unpaid lunch
- Alternate Shift B – will be Tuesday to Friday (10-hour day) with a start time of 6:30 a.m. with two coffee breaks and one ½ hour unpaid lunch break.
- Alternate Shift C – will be Wednesday to Saturday (10-hour day) with a start time of 6:30 a.m. with two coffee breaks and one ½ hour unpaid lunch break.

All shifts, hours of work spelled out in the contract will be assigned on a voluntary basis. If there are insufficient numbers, it will be based on seniority providing the Employee has the required training.

- 3:02 The standard working hours for afternoon shifts shall be the first eight (8) working hours following the selected regular shift from Article 3:01 [lunch break not included in the eight (8) hours]. Employees required to rotate on a permanent second shift basis shall not be required to serve more than four (4) weeks on the second shift. Employees required to change shifts will receive not less than ten (10) days' notice for shift changes, with the exception that a replacement may be required to replace a member who is absent for any reason. This will be done on a voluntary basis first, finding none; the most qualified junior Employee in the classification will be selected.
- 3:03 An Employee who reports for work on his regular shift shall be given a minimum of four (4) hours work or in lieu thereof the equivalent of four (4) hours pay at regular rate. Regular lost time under such provision shall not exceed forty (40) hours in any one (1) calendar year. When it is anticipated that lack of work will continue for more than a short, temporary period, the Company will lay-off as provided in Article 7.
- 3:04 A minimum of a thirty (30) minute lunch period shall be allowed during each shift.
- 3:05 (a.) On each shift two (2) break periods of fifteen (15) minutes each shall be allowed one (1) in each half of the shift.

- (b.) Employees will be allowed ten (10) minutes prior to the end of the shift to clean up their work area.

3:06 As part of the NORS Health and Safety program and in accordance with legislative requirements, all field service Employees are expected to complete a once a day inspection of the service vehicle assigned to them prior to any work being done. This inspection is not to exceed a maximum of 30 minutes.

ARTICLE 4:00 - OVERTIME

- 4:01 In departments where overtime is required overtime will be distributed as evenly as possible among qualified Employees. No Employee shall be required to work overtime if a junior qualified Employee is available to perform such overtime. Overtime will be paid according to the following schedule. If any Employee has not completed a normal week of forty (40) hours resulting from a lay off or slow down due to insufficient work, then overtime will be paid on hours in excess of the regular scheduled daily working hours.
- 4:02 (a.) Overtime on and off the Company premises will be paid at the rate of time and one-half for the first four (4) hours worked in excess of a regular work day and doubletime thereafter.
- (b.) The first day after an Employee's regular shift will be paid at time and one half for the duration of that Employee's regular scheduled hours, and double time thereafter.
- 4:03 All travel time and waiting time beyond Employee's regular shift shall be paid at time and one-half to a maximum of four (4) hours and double time for all hours after in any twenty-four-hour period. If reasonable sleeping accommodation is available, time ceases at 9:00 p.m. and commences at the start of the next shift the following day. Travel time on Sundays and General Holidays to be by Company approval and at applicable rates.
- 4:04 When traveling to and from a job beyond the Employee's regular shift and the travel time has exceeded four (4) hours, work started on arrival at destination will be paid at the rate of double-time. If this scenario is met, the travel time out will also be at double time rates.
- 4:05 Double time will be paid for all hours worked on the second and third day of rest. Double time will be paid for all hours worked on General Holidays. This is in addition to General Holiday pay.
- 4:06 For the purposes of computing time worked in excess of daily working hours in any one-day or premium time for Sunday and General Holidays, a day shall consist of twenty-four (24) consecutive hours from the time an Employee begins his shift in which work is performed.

However, in the event eight (8) hours have not elapsed since the Employee last worked for the Company, overtime rates shall apply to all hours worked until eight (8) hours rest time have been taken only after approved by management.

If the Employee is not required to return to work until eight (8) hours rest time has been taken between shifts, he will be paid at regular straight time rates for all hours lost as result of the required rest time.

- 4:07 The Company will reimburse a meal receipt of up to thirty-five dollars (\$35) for any Employee requested to work in excess of 10 hours on a regular scheduled work day or in excess of four hours on a non-scheduled work day to be consumed by said Employee only. An unpaid period of not more than thirty (30) minutes shall be granted to consume said meal.
- 4:08 Overtime hours may be paid in wages or accumulated as follows:
- (a.) For time off during slow periods a maximum of one hundred and thirty (130) hours may be banked. A maximum of eighty (80) hours may be used in any calendar year under terms set out below. The additional fifty (50) hours may be used in the event of an Employer instigated layoff.
 - (b.) Banked hours can only be taken at a time acceptable to both Management and Employee. If the Employer and an Employee cannot agree on a mutually acceptable time, either party may demand payout of the amount owing and close out the banked account.
 - (c.) All shift, field and premium differentials will be paid to the Employee on the appropriate pay cheque as per the cut off period, for the pay periods during which the hours were actually worked.
 - (d.) Straight time cannot be banked, only overtime can be banked.
 - (e.) Banked time may be used for appointment time when pre-arranged with their supervisor.
 - (f.) Banked time will be paid at the rate at which it was earned.

ARTICLE 5:00 - SERVICE ONLY – ON CALL

- 5:01 (a.) Mechanics on call will be the designated-on call person for any calls and/or jobs that come in after hours. The on-call period will be for seven (7) days continuous (Monday through Sunday Inclusive). The on-call period will be daily and the mechanics on-call will receive payment of \$60 per day regardless of the number of calls.

Management will create an on-call rotation schedule that will take into consideration and evenly distribute on call allocation during long weekends and vacation time.

When the mechanic is called to a job standard overtime guideline will apply and will be over and above the on-call payment. The on call mechanics must be available to respond to calls and jobs at all times during the designated on call period.

- (b.) An Employee who has completed his/her regular shift and has left the Company's premises and is then recalled to work extra time, shall receive a minimum of four (4) hours pay at the appropriate overtime rate.

5:02 Clause 5:01 (a.) and (b.) shall not apply where an Employee is requested to continue work after his regular shift ends, or in the case of a field serviceman called in to prepare for a scheduled field service trip, when he shall be paid for the hours worked at the appropriate overtime rate.

5:03 The provisions of this article shall not apply in the event of emergency such as fire, flood, power failure, etc. beyond the control of the Company.

ARTICLE 6:00 - PARTS ONLY - ON CALL

6:01 Parts persons on call will be the designated on call person for any calls that come in after hours. The on-call period will be for seven (7) days continuous (Monday through Sunday Inclusive). The on-call period will be daily and the Parts persons on-call will receive payment of \$60 per day regardless of the number of calls.

Where a second shift is worked by the parts department personnel and such shift shall end at or before 12:00 midnight, Monday to Friday inclusive, the Employee working said shift shall be on call duty and will receive \$60 per day, plus \$1.00 per hour shift premium.

Parts department personnel on call duty and second shift will be rotated on a one (1) week rotation basis.

On call allowance is payable provided the following conditions are adhered to:

- (a.) The Employee is available for work at all times within the prescribed period in a presentable condition to meet a customer. Employees who are not available to take calls when made will forfeit the on-call allowance for that day.
- (b.) The Employee's prescribed for duty is available without substitution unless in the discretion of the parts manager substitution is permitted.
- (c.) In addition, if the Employee on call is required to make a trip or trips to the shop the Employee will be paid the applicable overtime rate from the beginning of the call-out, with a minimum of (3) hours overtime being paid.
- (d.) Call duty requirements shall be at the discretion of the Company.

6:02 **PARTS AND SERVICE ONLY – ON CALL**

If an Employee is called in after midnight, he/him, she/her, they/them will not be required to return to work until eight (8) hours rest time has been taken after leaving the last call-in before their regular start time. He/him, she/her, they/them will be paid at regular straight time rates for all hours lost as a result of the required rest time.

If the only call-out in a night is within two (2) hours of their regular start time, then this time will be considered overtime before a regular shift and the eight (8) hours rest time will not apply.

ARTICLE 7:00 - SENIORITY

7:01 (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/paternity and adoption leave and layoffs.

Seniority will be maintained but not accumulated during an authorized leave of absence except for clause 1:16.

(b.) Notwithstanding anything to the contrary contained in this Agreement, it shall be mutually agreed that all Employees are hired on probation and Company to be sole judge of competence during this period, the probationary period to continue for eighty (80) days worked during which time they are to be considered temporary workers only and during this same period no seniority rights shall be recognized. Upon completion of four (4) months employment and having worked eighty (80) days, they shall then be entitled to seniority dating from the day on which they entered the Company's employ.

(c.) Effective June 1, 2010, any new Employee will be classified as either a Crane or Multi-line Employee. Hence, those Employees hired after June 1, 2010 will be classified on either the Crane or Multi-line seniority list. If a layoff becomes necessary in either division those Employees on the separate seniority list specific to that division will be affected first.

7:02 In determining an Employee's length of service for seniority and employment purposes, total service shall be computed from the most recent date of employment.

7:03 (a.) When a lay-off becomes necessary, probationary Employees and Apprentices, with less than two years' service will be laid off first, thereafter the Company may either lay-off Employee's in accordance with their seniority or may confer and mutually agree with the Union upon a plan for the equitable distribution of the available work.

The work-sharing plan will be approved by the membership based on a unanimous vote amongst members on a branch by branch basis.

- (b.) In the event of lay-off, the Shop Stewards will be the last to be laid off, provided they are qualified to perform the work available.
- 7:04
- (a.) In cases of decrease of force, seniority shall prevail provided Employee(s) to be retained by reason of seniority are qualified to perform the work available, excluding site specific orientation and safety training. The Employee(s) declared redundant and the Shop Steward in the areas shall be given a minimum of four (4) working days written notification of the effective dates and names of Employee(s) affected. Failing to receive the four (4) working days notification Employee(s) shall receive pay for four (4) working days in lieu thereof. When calling Employee(s) back to work after a lay-off, the Company shall recall laid-off Employee(s) according to their seniority and the principal of last man off, first man on shall prevail. Contact is to be made to the last known email address. If there is NO response, registered mail will be sent to the last address on file.
 - (b.) There will be no work done by the other trade group into the trade group (multi-line and crane) in which the layoff occurred until the laid off Employee(s) are called back to work.
- 7:05 Employment and seniority shall both terminate when:
- (a.) An Employee voluntarily leaves the Company's employment. This includes cases where an Employee is absent from work for three (3) working days without reporting regularly to their Direct Supervisor. Extenuating Circumstances may be considered.
 - (b.) An Employee is discharged for cause and the decision is not reversed by the procedure set forth in this Agreement.
 - (c.) Due to lay-off, a period equal to the Employee's length of service to a maximum of eighteen (18) months has elapsed since the Employee last worked for the Company.
 - (d.) An Employee who has been laid off because of no work fails to accept a permanent recall within five (5) working days and return to work within eight (8) days where the recall is anticipated to be more than 3 months. Additional considerations will be given to Employees commuting from out of province.
 - (e.) An Employee fails to report for work at the termination of a leave of absence, furlough or vacation, unless prevented from doing so by a reason satisfactory to the Company.

(f.) An Employee on approved leave of absence for more than twelve (12) consecutive months fails to return to duties; except as per article 1:16. However, it is agreed that the Company and the Union by mutual agreement, may make exception to the seniority provisions of this Agreement in favor of an Employee who has suffered a major disability.

- 7:06 Employees who accept permanent transfers to positions outside the bargaining unit shall retain seniority accumulated at the date of such transfer and shall have the lesser of 80 working days or their seniority in which to return to their former classifications in the bargaining unit. An Employee who transfers back into the bargaining unit after this time will forfeit all bargaining unit seniority.
- 7:07 The Company, in the event that a new job is created, or a job vacancy occurs, will post notice that a vacancy exists. All job postings are managed through NORS's career web page. In addition to posting on the career web page, Union positions will be posted on the Employee communication bulletin boards. Employees desiring the posted job shall apply in writing within five (5) working days. Preference will be given whenever possible to those currently employed based on their working ability, qualifications, and seniority with the Company. Human Resources to notify Employees of open positions by sending an email to Alberta Employees and the IAMAW.
- 7:08 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.
- 7:09 If an Employee is on an approved leave of absence longer than thirty-one (31) calendar days, his/her seniority will be credited to and including that thirty-one (31) days. He/him, she/her, they/them will not accrue seniority after that while on leave. Upon the Employees' return to work, seniority will then pick up and start to accrue from the day of return. The exception to this is Article 1:16, where seniority accrues while performing full time work for the Union.
- 7:10 Severance Pay, Upon lay off, Employees will be entitled to two (2) times the Alberta Employment Standard Act. Severance Pay at a rate of 1 week per year of service to a maximum of 8 weeks is due to an Employee immediately upon layoff. The remaining severance pay entitlement will be paid at the end of the mandatory recall period.
- (a) Upon layoff an Employee may request payout of any outstanding accrued vacation

ARTICLE 8:00 - DISMISSAL AND SUSPENSION

- 8:01 (a.) In the event of an Employee being suspended or discharged, the Company shall notify the Employee concerned and the Union Shop Steward forthwith in writing, indicating the reasons for the said suspension or discharge. Such

an Employee will have the right to confer with the Shop Steward for a period not to exceed fifteen (15) minutes prior to leaving the Company's premises.

(b.) An Employee shall have a Shop Steward present for any discipline.

8:02 A claim by an Employee that he/him, she/her, they/them has been discharged or suspended without just cause shall be treated as a grievance, and a written statement of such grievance, signed by the Employee, must be lodged with the Company in the fourth stage of the grievance procedure within five (5) working days of the Union being notified and the case shall be disposed of within ten (10) working days after the filing of the grievance except where such case goes to arbitration.

8:03 Such special grievances may be settled:

(a.) By confirming the management's actions, or

(b.) By reinstating the Employee with full compensation for time lost, or

(c.) By another arrangement which is just and equitable in the opinion of the parties or the arbitrator.

8:04 Personnel files shall be complete, and any disciplinary documents shall be null and void after twelve (12) months from date of issue as long as there is no additional progressive discipline associated to the current letter in the Employee's file.

Employees accompanied with the Shop Steward, and with written notice to HR, will be allowed to review their files annually and at point of grievance. Shall be allowed to purge all disciplinary documents that are in their personnel file more than twelve (12) months old. This shall be done on Company Time.

ARTICLE 9:00 - GRIEVANCE PROCEDURE

Should any differences arise between the Company and the Union or Employees as to the interpretation, application, operation, contravention or alleged contravention of this Agreement or should there be any complaint or grievance by an Employee or the Union or the Company with respect thereto, an earnest effort will be made to settle such matters immediately by negotiations under the following procedure at the location where the grievance originated and a list of all supervisory Employees at each branch designated to handle grievance will be supplied by the Company.

9:01 **Step 1** At the first step in the settlement of a dispute, the Employee, if he/him, she/her, they/them so desires, may ask the Union Shop Steward to accompany he/him, she/her, they/them when discussing a dispute with the foreman. The Employee may also discuss the dispute directly with the foreman. Such discussion must take place within five (5) working days of the event, which brought about the dispute.

- 9:02 **Step 2** If a satisfactory settlement has not been reached within five (5) working days after the commencement of the first step, the dispute shall be dealt with between the Employee affected, the Union Shop Steward and the Department Manager. The Union will submit particulars of the grievance to the Department Manager in writing.
- 9:03 **Step 3** If a satisfactory settlement has not been reached within five (5) working days after the commencement of the second step, the dispute shall be dealt with between representatives designated by the Union and the Branch Manager.
- 9:04 **Step 4** If a satisfactory settlement has not been reached within five (5) working days after the commencement of the third step, the dispute shall be dealt with between representatives designated by the Union and Representatives designated by the Executives of the Company.
- 9:05 If the grievance is not satisfactorily resolved at the fourth step within five (5) working days after the commencement of the fourth step either party may submit the grievance to arbitration pursuant to the arbitration provision hereinafter provided, by giving the other party notice within fourteen (14) working days from receipt of answer given at the fourth step of the grievance procedure.
- 9:06 In the event that either the Company or the Union wish to process a grievance, such grievance shall be submitted in writing by one party to the other within five (5) working days:
- (a.) Of the act causing the grievance, or
 - (b.) Of the time knowledge of the act causing the grievance became known to the grieving party.
- The party in receipt of the grievance must make known its decision regarding the grievance to the other party within five (5) working days of receipt. In the event that the grievance is not resolved at this time either party may submit the grievance to arbitration as hereinafter provided.
- 9:07 In the event that any party fails to attempt to process the grievance within the time limits stipulated in any of the steps outlined in the foregoing, the grievance shall be deemed abandoned and all rights of recourse to the grievance procedure shall be at an end unless time limits have been extended by mutual agreement in writing. Request for time limit extensions, by either party, shall not be unreasonably withheld.
- 9:08 Union Representatives who are needed by the Union in the presentation of their case and Employees who are to appear as witnesses for the Union will be excused from work without pay to attend a hearing upon written request from the Union.

ARTICLE 10:00 - ARBITRATION

10:01 If the parties are unable to resolve a difference as provided heretofore, including the question as to whether or not the difference is arbitrable, either party may notify the other in writing of its desire to submit the difference or differences to arbitration.

10:02 The Board of Arbitration shall consist of a single Arbitrator, being one of the following persons:

1. Karen Scott
2. Cheryl Yingst-Bartel
3. David P. Jones

Who shall be selected as follows:

(a.) Arbitration case held after the effective date of this Agreement.

The person who has the number 1 beside his name shall hear and decide the first arbitration case held after the effective date of this agreement. The person who has the number 2 beside his name shall hear and decide the second Arbitration case and so on until the last person named has heard and decided an arbitration case.

(b.) In the event that the person whose turn it is to be Arbitrator is unwilling or unable to hear and decide the case within four (4) months after he 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.

10:03 It is understood and agreed that the time limits set forth herein may be altered by mutual agreement between the Employer and the Union.

10:04 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.

10:05 The Arbitrator shall have the power to ameliorate any penalty or disciplinary measure and in the case of any grievance involving a discharge he/him, she/her, they/them shall be entitled to substitute lesser disciplinary penalty than was imposed by the Employer.

ARTICLE 11:00 - GENERAL HOLIDAYS

11:01 Employees covered by this Agreement shall receive annually eleven and two half General Holidays with pay, namely;

New Year's Day, Family Day in February, Good Friday, Victoria Day, Canada Day, August Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day,

Employees will receive the last four (4) hours of work off with pay on Christmas Eve Day and New Year's Eve Day.

11:02 An Employee, to qualify for General Holiday pay, must comply with each of the following conditions:

- (a.) Have been on the payroll thirty (30) calendar days immediately preceding the holiday.
- (b.) Have worked his/her last regularly scheduled workday before, and his/her first regularly scheduled workday after the holiday.

Notwithstanding the foregoing, absence for the entire shift on qualifying days will be excused for the following reasons:

- (c.) Jury service or witness in court.
- (d.) Bereavement Leave.
- (e.) Illness if a doctor's certificate is provided on the first day of Employee's return to work.

If there is a holiday during the period of an Employee's illness/disability, the Company will make up the difference between the Employee's disability pay and regular paid hours.

- (f.) Approved leave of absence (including schooling/training), vacation and personal days.

11:03 In the event that one of the within named General Holidays falls on a regular scheduled rest day off, it shall be observed the following scheduled work day. If Christmas Eve Day or New Year's Eve day falls on a weekend the ½ day will be observed on the previous scheduled work day.

ARTICLE 12:00 - VACATIONS WITH PAY

12:01 (a.) Employees covered by the terms of this Agreement shall receive vacations at their regular rate of pay on the following basis. Employees' vacation accrual starts from date of hire; this amount will appear on the Employee's pay statement.

The Employee earns their vacation percentage on additional earnings and is paid on each pay period based on the percentage of earnings in the table below. Additional earnings include overtime, double time, call in pay, shift premiums, banked time taken and retroactive pay. Years of Service Vacation Percentage for Additional Earnings:

Contract Year

Years of Service	Vacation Bi-Weekly Accrual Rate (Hours)	Annualized Vacation Entitlement
0 to 2	3.08	2 weeks (80 hours) or 4% of total earnings – whichever is greater 4% of additional earnings
2.01 to 5	4.62	3 weeks (120 hours) or 6% of total earnings – whichever is greater 6% of additional earnings
5.01 to 12	6.16	4 weeks (160 hours) or 8% of total earnings – whichever is greater 8% of additional earnings
12.01 to 19	7.7	5 weeks (200 hours) or 10% of total earnings – whichever is greater 10% of additional earnings
19.01 to 25.99	9.23	6 weeks (240 hours) or 12% of total earnings – whichever is greater 12% of additional earnings
26	9.54	6 weeks +1 day (248 hours) or 12.4% of total earnings – whichever is greater 12.4% of additional earnings
27	9.85	6 weeks +2 days (256 hours) or 12.8% of total earnings – whichever is greater 12.8% of additional earnings
28	10.15	6 weeks +3 days (264 hours) or 13.2% of total earnings – whichever is greater 13.2% of additional earnings
29	10.46	6 weeks +4 days (272 hours) or 13.6% of total earnings – whichever is greater 13.6% of additional earnings
30 +	10.77	7 weeks (280 hours) or 14% of total earnings – whichever is greater 14% of additional earnings

Years of Service	Vacation Percentage for Additional Earnings
0 to 2	4% of additional earnings

3 to 5	6% of additional earnings
6 to 12	8% of additional earnings
13 to 19	10% of additional earnings
20 to 25	12% of additional earnings
26	12.4% of additional earnings
27	12.8% of additional earnings
28	13.2% of additional earnings
29	13.6% of additional earnings
30	14% of additional earnings

If an Employee wants to take vacation not earned, the accrual goes into a negative amount, pending managers approval. If the Employee leaves the employment of the Company prior to the vacation accrual coming out of the negative, the Company retains the right to deduct the amount from the Employee's final pay.

- 12:02 (a) Vacations in each department of each branch will be granted on the basis of seniority, with twenty percent (20%) of Employees allowed to take vacations at the same time. A vacation list will be posted by the Company in each branch by February 1st of each year. During the month of February each Employee shall indicate his/her choice of vacation dates. This list will be removed by February 28th and finalized by the Company and re-posted no later than March 31st; any approved scheduled vacations cannot be changed unless by mutual agreement between the Company and the Union. Any vacations not applied for by February 28th may be applied for on a "first come, first serve" basis, subject to Company approval. The Company may assign any vacations not applied for by September 1st. Assigned vacations must be done in no less than one (1) week intervals. Seniority for vacation purposes shall apply only to members of the bargaining unit.
- (b) In conjunction with 12:02 (a.), a maximum of three (3) weeks' vacation may be taken between the second week in June and the second week of September.
- (c) Upon layoff an Employee may request payout of any outstanding accrued vacation.

12:03 Vacations will be taken at any time during the calendar year, subject to scheduling and Company approval. Employees with more than two (2) weeks' vacation entitlement will be allowed to split vacations at the Employee's request and with Company approval providing that no less than one (1) week vacation be requested or approved. Only with the consent of the Company and upon prior reasonable request of the Employee, an Employee will be allowed to carry over a maximum of two (2) weeks' vacation from one (1) year into his/her following vacation year. This carry-over cannot be further carried over into his/her next vacation year.

12:04 When a Statutory Holiday occurs during an Employee's scheduled vacation period, the statutory holiday shall not be considered a vacation day. The Employee shall be entitled to observe the statutory holiday separately, and their vacation entitlement shall not be reduced as a result.

12:05 Vacation entitlement must be taken in the form of time off within the Employee's vacation year, with the exception of the carry-over provisions of Article 12:03.

ARTICLE 13:00 - APPRENTICESHIP

13:01 Apprentices during their tenure of employment shall, at the supervisor's discretion, be given the opportunity to do the full range of work required by a journeyman, including field training.

13:02 Apprentices will receive their next classification level retroactive to the date of successful completion of schooling and hours (hours will be cumulative throughout the whole apprenticeship program).

13:03 The Employee will attend full time apprenticeship training once per calendar year, subject to apprenticeship program availability.

13:04 (a.) All apprentices will be paid according to the Supplemental Unemployment Benefit Plan (SUB) and are only eligible for SUB payments once per level. This benefit is payable at 95% of the Employees weekly earning while the Employee is serving the one-week EI waiting period, for the first year only.

(b.) The plan provides that the EI benefit rate (gross amount) and the SUB payment will equal 95% of the Employee's weekly earnings.

(c.) Apprentice Language for SUB Plan

The Supplemental Unemployment Benefit (SUB) Plan will cover fifty-five percent (55%) of the Employee's regular weekly earnings, and the Employer will top up the remaining forty percent (40%) to ensure the Employee receives a total of ninety-five percent (95%) of their regular weekly earnings during the school period, subject to eligibility and SUB plan provisions.

(d.) Should the SUB plan be discontinued by the government, the Company will pay the 95% of an Employee's weekly earnings for apprentice training.

(e.) The Company will pay Employees one hundred percent (100%) to a maximum of one thousand nine hundred dollars \$1,900.00 for the tuition fees, text books and parking or public transportation required per period for of the program, upon successful completion of each period. NORS will require repayment of tuition fees and books if the Employee quits the Company within 1 year. These funds will be deducted from their final pay cheque. Fees for a second or subsequent attempt will not be reimbursed. Extenuating circumstances will be considered.

- (f.) If an Employee chooses to challenge any level of the apprenticeship, the apprentice will be responsible for all costs and lost time. If the apprentice is successful on his/her first attempt at challenging the exam the Company will reimburse the apprentice for tuition fees and text books and up to four (4) hours rate of pay for writing the exam.

ARTICLE 14:00 - (A) BENEFITS, (B) R.R.S.P.

(A.) BENEFITS

The Employer shall be responsible to provide the following benefits to all Employees who have completed their probationary period:

Earnings Definition

Earnings shall mean the most current basic rate of pay, exclusive of overtime and bonuses received by the Employee from the Employer.

Spouse Definition

Spouse means the person to whom the Employee is lawfully married including common-law relationships. Common-law means a person who continuously cohabits with you in a conjugal relationship for at least one (1) year at the time a claim is incurred.

Dependent Child Definition

Any unmarried dependent children of the Employee or the Employee's spouse, including any stepchildren, adopted children or foster children under the age of 22 and under 25 if a full-time student at a University or a similar institution of learning. Children of the Employee's spouse are considered dependents only if they are also the Employee's children or the spouse is living with the Employee and has custody of the children. Children will continue to be covered beyond these limiting ages if they are incapable of self-supporting employment due to mental or physical handicap.

14:01 Basic Life Coverage

- (a.) **Payment level:** 2 x Annual Earnings rounded to next higher \$1,000.00 to a maximum of \$225,000
- (b.) **Non-evidence maximum:** \$225,000
- (c.) **Limitation:** If the Employee is still employed on his/her 70th birthday, coverage will be reduced to \$10,000.00

14:02 Accidental Death and Dismemberment

- (a.) **Loss of life payment:** Equal to life coverage.

- (b.) **Dismemberment payment:** When injury results in any of the following losses within 365 days after the date of the accident, the coverage will be:

<u>Type Of Loss</u>	<u>Percentage Of Life Principal Sum</u>
- loss of both hands	100 %
- loss of both feet	100 %
- loss of entire sight of both eyes	100 %
- loss of one hand and one foot	100 %
- loss of one hand and the entire sight of one eye	100 %
- loss of one foot and the entire sight of one eye	100 %
- loss of one arm	75 %
- loss of one leg	75 %
- loss of one hand	66.7 %
- loss of one foot	66.7 %
- loss of entire sight of one eye	66.7 %
- loss of thumb and index finger or at least four fingers of one hand	33.3 %
- loss of all toes of one foot	16.7 %
- loss of speech and hearing in both ears	100 %
- loss of speech	66.7 %
- loss of hearing in both ears	66.7 %
- loss of hearing in one ear	16.7 %
- quadriplegia (total paralysis of both upper and lower limbs)	100 %
- paraplegia (total paralysis of both lower limbs)	100 %
- hemiplegia (total paralysis of upper and lower limbs on one side of the body)	100 %
- loss of use of both hands or both feet	100 %
- loss of use of one arm or one leg	75 %
- loss of use of one hand or one foot	66.7 %

The life principal sum provided to the Employee under the above coverage will be equal to the amount of life benefit provided to the Employee under Article 14:01.

(c.) **Definition of Loss**

Loss of hands or feet means complete severance at or above the wrist or ankle joint, but below the elbow or knee joint. With reference to an arm or a leg, loss means complete severance at or above the elbow or knee joints, and for thumb or fingers, loss means complete severance at or above the metatarsophalangeal joints. For toes, the loss is defined by complete severance at or above the metatarsophalangeal joints. For loss of sight, speech or hearing, payments will be provided only if the loss is total and irrecoverable.

(d.) **Exclusions**

No benefit will be paid if the loss resulted from:

- suicide or self-inflicted injury
- war

- service in the armed forces of any country
- commission of a crime by the Employee

(e.) **Repatriation Benefit**

If the Employee should suffer accidental loss of life at a distance greater than 150 kilometers from the normal place of residence, the coverage will be transportation expenses to first place of resting to maximum of (\$2,500.00) two thousand, five hundred dollars.

(f.) **Rehabilitation Benefits**

Employees who must undergo special training in order to engage in a special occupation, which the Employee would not have engaged in except for injury, will have the reasonable and necessary expenses incurred for training paid by the Employer to a maximum of (\$2,500.00) two thousand, five hundred dollars.

(g.) **Occupational Training Benefit**

This benefit will be available to the spouse of a former Employee who sustained accidental loss of life. Within three years of date of death, the Employer will pay reasonable and necessary expenses incurred in a formal training program to become qualified for an occupation for which he/him, she/her, they/them would not otherwise have sufficient qualifications, to a maximum of (\$2500.00) two thousand five hundred dollars.

14:03 **Short Term Disability**

(a.) **Payment level:** 66 2/3% of regular weekly earnings to a maximum of \$1,300.00 (\$1,650 for Wood Buffalo, 4 weeks earnings in 28 day cycle)

(b.) **Benefit Period:** 17 weeks.

(c.) **Qualifying Period:**

Accident	- Benefit payments start on the first day.
Hospitalization	- Benefit payments start on the first day.
Illness	- Benefit payments start on the sixth (6 th) day.

(d.) **Tax Status:** Taxable.

14:04 **Long Term Disability**

(a.) **Payment level:** 70% of regular monthly earnings to a non-evident maximum of (\$3,000.00) three thousand dollars.

(b.) **Elimination Period:** (4) four months.

(c.) **Tax Status:** Taxable.

(d.) **Disability Definition:** During the first 24 months of a benefit payment period, complete inability, as a result of bodily injury or sickness, to engage

in normal occupation. After the first 24 months of benefit payments, continuing complete inability to engage in any occupation or employment for which the Employee is reasonably qualified by education, training or experience.

- (e.) **Rehabilitation Provision:** Monthly income will be reduced by 50% of what can be earned from rehabilitative employment.
- (f.) **Recurrence Of Disability:** Successive periods of disability separated by less than six months of active work on a full-time basis will be considered one continuous period of disability unless the subsequent period of disability is due to an injury or disease which is entirely unrelated to the previous disability and commences after returning to work and completion of one day of active service.
- (g.) **Offsets:** Benefit payments will be reduced by Workers' Compensation payments and Canada Pension Plan disability pensions.
- (h.) **All Source Maximum:** Total disability income from all sources must not exceed 85% of the disabled's net income at the time of total disability.

The Employee will contribute by payroll deduction the sum of \$1.45 per \$100.00 of monthly benefits to 70% of regular earnings with a maximum of \$3,000.00 per month for the duration of this Collective Agreement. Employee's receiving LTD payments will not be required to contribute any monies.

14:05 **Supplementary Health**

- (a.) **Deductible:** \$25.00 per calendar year per family.
- (b.) **Coverage:** Hospital Care 100%.
Drugs and Supplies 100%.

The Company will provide a drug card to all Union Employees with the current coverage.

- (c.) **Hospital Care:**
 - (1.) Additional expense of semi-private room.
 - (2.) Out-patient and emergency services (not covered by Provincial Plan).
 - (3.) Out of province hospital expenses not covered by government plans (for a 90 day period).
- (d.) **Professional Services**

- (1.) Prescribed out-of hospital private duty nursing care by a registered nurse up to a maximum of \$10,000.00 each calendar year provided the nurse is not a member of the benefit receiver's family or a resident in the family's home.
- (2.) Dental treatment that is necessary and resulting from an accident which occurs while the receiver of this benefit is entitled to benefits according to Article 14:00.
- (3.) Out of province doctor's fees and/or supplies not covered by government plans (for a 90-day period).
- (4.) Ambulance service.
- (5.) Services of a qualified licensed physiotherapist other than members of the benefit receiver's family.
- (6.) Paramedical Services
 - Physiotherapy, Chiropractic therapy and Massage
 - Six hundred dollars (\$600.00) per treatment per calendar year per person
 - All other Paramedical Services
 - Three hundred and fifty dollars (\$350.00) per calendar year per person
- (7.) Psychologist - subject to a maximum of 10 visits each calendar year per person.

(e.) **Drugs and Supplies:**

- (1.) Drugs and medicines requiring a written prescription (including oral contraceptives).
- (2.) Artificial eyes and limbs.
- (3.) Medical and surgical supplies at home or in the hospital when recommended by a physician, e.g.
 - rental of wheel chair
 - iron lung
 - braces
 - hospital beds
 - other similar equipment
 - oxygen and its administration
- (4.) Hearing aids up to a maximum of \$750.00 per ear during any four (4) consecutive years.

As well as Employees being covered, each member of Employee's families (spouse and dependent children) will be covered by these supplementary health benefits. The "maximums", "per treatments", etc., will apply per person.

14:06 **Dental Care**

- (a.) **Deductible:** Nil.
- (b.) **Coverage:** Coverage is provided limited to the current dental fee guide of the Provincial Dental Association where the service is rendered at 110%.
- (c.) **Maximums:**
 - \$1,000.00 per person first year of Employee's employment.
 - \$2,000 per person second and subsequent years thereafter of Employee's employment.
- (d.) **Routine Treatment:** Coverage - 100%
 - (1.) Oral examinations, cleaning and scaling of teeth, topical application of fluoride solutions and Bitewing x-rays - allowed twice in any calendar year, but not more than once in a six-month period.
 - (2.) Complete series of x-rays but not more than once in a 24-month period.
 - (3.) Extraction's.
 - (4.) Silicate, acrylic, amalgam or composite restorations.
 - (5.) Oral surgery including diagnostic x-ray, laboratory procedures and anesthetics in connection with oral surgery.
 - (6.) Endodontic treatment and treatment of gums and tissues.
 - (7.) Periodontal treatment and treatment of gums and tissues.
 - (8.) Pain control treatment.
 - (9.) Space maintainers.
 - (10.) Relining and rebasing of existing dentures.
 - (11.) Medication and administration when provided by injection in the dentist's office.
 - (12.) Consultations required by the attending dentist.
- (e.) **Major Treatment:** Coverage - 50%

- (1.) Inlays, onlays ~~and~~ crowns and implants.
- (2.) Fixed bridgework.
- (3.) Removable partial or complete dentures.
- (4.) Replacement of an existing prosthodontic appliance if:

The replacement is required because of extraction's, loss, fracture of one or more sound natural teeth while the receiver of this benefit is entitled to benefits according to Article 14:00 and to all prior coverage's.

It replaces an existing appliance where the appearance is at least 5 years old and cannot be serviceable.

It replaces an existing appliance which was temporarily installed while entitled to benefits according to Article 14:00.

It is required because of the installation of an initial opposing denture while entitled to benefits according to Article 14:00.

It is required because of accidental bodily injury which occurs while entitled to benefits according to Article 14:00.

- (5.) Repairs to existing dentures.
- (6.) Procedures using gold when a reasonable substitute would not have lowered resulting expenses.
- (7.) Orthodontist coverage and treatments for children only plan at 60% to a max of two thousand five hundred dollars (\$2,500.00) a lifetime.

As well as Employees being covered, each member of Employee's families (spouse and dependent children) will be covered by these dental care benefits. Any "maximums" etc., will apply per person.

14:07 Alberta Health Care

Coverage - 100% single and family

The Company shall reimburse to the Employee any cost or any charge encumbered by the Employee as a result of new healthcare legislation.

All benefits will continue for any Employee on short term disability, long term disability, or Workers Compensation, or leave of absence to the end of the month following the month leave commences.

14:08 **Vision Care**

- (a.) The Company will provide a family vision care program for Employees and eligible dependents between eighteen and 25, if a full time student at University or a similar institution of learning with allowance every two calendar years of five hundred dollars.

Dependents under the age of eighteen will be eligible for an allowance of three hundred (\$350.00) dollars once a calendar year.

This is a tax-free benefit, which will be reimbursed to the Employee upon submission of receipt. The Company will pay the cost of eye examinations (1) one time every (2) two years for the plan.

- (b.) The Company currently has a prescription safety glass program available for all Employees where NORS is invoiced directly.
- (c.) The Company will reimburse for laser eye surgery to a maximum of \$1000. To be eligible the Employee must have at least 5 completed years seniority and agree to waive eligibility for prescription eye glasses for 3 years after the surgery. Spouses and dependents are not eligible for this benefit.

14:09 **Continuation of Benefits**

When employment is terminated as a result of retirement, all benefits will cease except drugs, extended health and paramedical which will continue for three (3) months after the date of retirement.

Health benefits coverage extends for thirty (30) calendar days beyond Employee's date of lay-off.

All benefits will continue for any Employee on short-term disability, long-term disability or Workers Compensation.

All benefit coverage for Employees on approved leave of absence to the end of the month following the month leave commences.

(B.) **GROUP R.R.S.P.**

Eligibility

Mandatory: For all new hires upon completion of probation.

Retirement Date

A member will normally withdraw his/her funds from the Group R.R.S.P. when he/him, she/her, they/them leaves the service of NORS Equipment in the province of Alberta, a division of NORS. This may take place through retirement, termination, or death. The only stipulation of R.R.S.P. law is that a member must

retire from the R.R.S.P. before the end of the year in which he/him, she/her, they/them reaches age 71. There is currently no minimum retirement age for R.R.S.P. Funds, however, any pension plan funds the Employee transfers into the Group R.R.S.P. may be restricted to a minimum retirement age of, for example, age 55.

Carrier of Group R.R.S.P.

Sunlife Financial.

Earnings

Earnings for purposes of the Group R.R.S.P. each year will be the Employee's base employment income while a member of the Group R.R.S.P.

Contributions

Employer matches Employees' required contributions at all time, subject to detailed rules below:

4 months – 5 years	4%
6 years – 14 years	5%
15 years and over	6%

NORS Equipment in the province of Alberta, a division of NORS will recognize service with Ferguson Supply, Blackwood Hodge, Sheridan Equipment a division of Strongco Equipment Corporation, Strongco Equipment a division of Strongco Inc. and Strongco Equipment in the province of Alberta, a division of Strongco LP NORS as eligible service to determine the contribution rate.

Subject to a maximum deductible under Income Tax Act, voluntary contributions are allowed and will be matched at increments by Employer of: one-half percent (0.50%) for every one percent (1%) of Employee contribution, to a maximum of two percent (2%) to the Employer.

NORS Equipment contribution rate will be as follows:

Employee Required

Contribution subject to limits set out by Revenue Canada Taxation.

Employee Voluntary Contributions

The Group R.R.S.P. member may elect to contribute more than his/her required contribution. The Group R.R.S.P. member must monitor combined Employer/Employee contributions to ensure they keep within the Revenue Canada maximum limit.

Employer Required

The Employer will match the first two years contributions plus investment income gains and losses thereon at the two-year mark, and thereafter at the end of each month, will contribute a percentage of the Employee's base earnings equal to

Employee's required contribution. The Employer contribution is owned by the Employee subject to the terms of the Group R.R.S.P.

The Company agrees to pay for the time lost from work for two members to attend an annual meeting involving the RRSP plan performance. These two members will be selected by the Union. This meeting will include management and the representatives of Sun Life.

Investment Options and Fees

The R.R.S.P. Investment Options will be:

Target date funds:

SL Granite Retirement Funds
SL Granite 2025 Fund
SL Granite 2030 Fund
SL Granite 2035 Fund
SL Granite 2040 Fund
SL Granite 2045 Fund
SL Granite 2050 Fund
SL Granite 2055 Fund
SL Granite 2060 Fund
SL 2020 Milestone
SL 2025 Milestone

Investment Funds:

Balanced MFS Balanced Fund
MFS Balanced Value Fund
TDAM Balanced Index Fund
Guaranteed SLA Deposit Fund
SLA 1YR Guaranteed Fund
SLA 3YR Guaranteed Fund
SLA 5YR Guaranteed Fund
Sun Life GDIA
Fixed Income MFS Canadian Fixed Income
SL PH&N Short bond Fund
Canadian equity BLK S&P/TSX Comp Index
Fiera Cdn Eq Sm Cap Core
MFS Cdn Research Eq Fund
MFS Low Vol Canadian Eq
Foreign equity BLK US Equity Index fund
Fiera International Eq
Fiera US Equity Fund

Administration Fees and Expenses

The Employer will pay all the administration fees related to the Group R.R.S.P. except investment management fees.

Amount Of Pension

At retirement, the Group R.R.S.P. member will receive the amount of pension that can be purchased from a life insurance Company of member's choice, or any other licensed financial institution, with the total value of his/her own

contributions, and those made by Employer on member's behalf. This value will include all interest income and any investment gains or losses. In lieu of pension, the member may elect to transfer his/her Group R.R.S.P. funds into a R.R.I.F., excluding any locked-in pension plan funds, or withdraw all or part in cash subject to Revenue Canada withholding tax. R.R.I.F. to be from institution of member's choice.

Normal Form Of Pension

Member may elect any form of life annuity or R.R.I.F. that best suits his/her financial situation and circumstances at time of retirement.

N.B.: A R.R.I.F. cannot be purchased with locked in pension plan funds transferred into a locked-in R.R.S.P.

Termination Benefits

All contributions made by Employer are immediately vested, once the contributions have been made.

On member's termination of employment for any reason other than death or retirement, member may elect the following options:

- (a.) The member may transfer Group R.R.S.P. account to an R.R.S.P. or R.R.I.F. of member's choice.
- (b.) The member may take all contributions in cash subject to withholding tax.

N.B. Pension Plan monies transferred into the Group R.R.S.P. may not be cashable based on age and length of service at time member terminates from any pension plan. That information will be provided at time of transfer into Group R.R.S.P.

Disability

If the member becomes disabled and receives disability benefits under Workers Compensation, the Canada Pension Plan, or long-term disability, allocations to the member's individual R.R.S.P. account will continue to be made, equal to one times the member's rate of required contribution immediately prior to disability, subject to the maximum amount permitted and deductible by the member under the Income Tax Act. Please note that under R.R.S.P. laws, this maximum amount may sometimes be zero. The member will not be required to continue making contributions. The disability allocations will commence when the member begins to receive any such disability payments with a retroactive allocation to cover foregone Employer contributions from the date of commencement of the period of disability. They shall then continue for as long as the member continues to receive such disability benefits.

Allocations to the member's individual R.R.S.P. account will also continue to be made, equal to one times the member's rate of required contribution immediately prior to short term disability, subject to the above mentioned permitted under the Income Tax Act, provided the Employee is disabled for a minimum of 15

consecutive working days retroactive to the beginning of the 15 working days the member will not be required to continue making benefits for a period of less than 15 consecutive working days, no allocations will be made to his R.R.S.P. account.

Death Benefit Before Retirement

On the member's death, prior to commencement of any pension payments, the beneficiary will receive a payment equal to the total value of member's contributions, plus the value of all Employer contributions made on member's behalf. This value will include all interest income and any investment gains or losses.

Withdrawal

Employees are not permitted to withdraw (individually or collectively) any amount from the Group R.R.S.P. while they are in the bargaining unit covered by the Collective Agreement which contains this R.R.S.P. Article, except as allowed under the CMHC's- Home Buyers Plan and as specifically allowed by the Income Tax Act. *For more information:* canadaonline.about.com

Beneficiary

The member may appoint or change beneficiary at any time, subject to relevant laws.

Proof Of Age

Proof of age, satisfactory to the insurance Company, is required before pension payments may commence.

Income Tax

The member is entitled to deduct the combined total of member's contributions and Employer contributions, up to a maximum limit allowed under the Income Tax Act. Any contributions made through payroll deduction will receive immediate tax relief. The member will not have to wait until the end of the taxation year to obtain a refund.

All Employer contributions made on member's behalf will be treated as a taxable benefit for income tax purposes. There will be no income tax effect to member as member will receive an R.R.S.P. premium receipt for the amount of the Employer contributions. The Employer contribution will be reported on Employees' T4's issued after December 31st, by the Employer.

ARTICLE 15:00 - SICK LEAVE and PERSONAL LEAVE

15:01 Each Employee will be entitled to six (6) days of sick leave or personal leave per calendar year at full pay. For new hires the amount of days will be pro-rated based on the number of full months in their first calendar year. Unused sick leave or personal leave will be paid out at one hundred percent (100%) at the end of the calendar year. Employees must notify their immediate supervisor of their illness or personal leave prior to 8:30 a.m. on the first morning, as well as each subsequent day of their absence (unless on pre-approved leave) until the Employee is either on approved Short Term Disability or returns to work. The

Employee will make reasonable attempts to verbally speak with their immediate supervisor. If unable to, the Employee will contact the designated alternate(s) otherwise they will not be paid.

15:02 In the event of an Employee taking sick at work, the immediate supervisor shall be notified prior to leaving and the Employee shall be paid. This paid time will be subtracted from sick leave credits.

15:03 Employees taking time off to attend a doctor, dentist or hospital appointment shall have the appropriate number of hours subtracted from the individual's sick leave credit providing his immediate supervisor is notified the day preceding his appointment.

ARTICLE 16:00 - BEREAVEMENT PAY

16:01 Pay at current rate, not to exceed three (3) working days, will be paid to an Employee having six (6) months or more of service of a near relative of either the Employee or spouse, including common-law (spouse, children, mother, father, brother, sister, ~~or~~ grandparents, stepchildren, adopted and foster children). At management's discretion extra bereavement days may be granted (up to 3 days maximum) under special circumstances.

ARTICLE 17:00 - JURY SERVICE

17:01 The Company will make up to an Employee who is called for jury duty the difference, if any, between his jury pay and his regular wages from the Company for the time so spent, providing that the Employee must report for work as soon as possible after the lunch period, if he/him, she/her, they/them is dismissed for the day by the court by 11:00 a.m. the same provisions shall apply to any Employee being served a subpoena to appear as a witness in court.

ARTICLE 18:00 - FIELD WORK

18:01 (a.) Permanent Field Service Employees will be assigned on a voluntary basis. If not enough Employees volunteer, Employees will be assigned by seniority meaning the most junior qualified Employees must accept the position.

(a.) A permanent Field Service Employee with four (4) weeks written notice will come out of the field, providing he has the appropriate seniority as per above.

(b.) The Employer, with proper justification and with four (4) weeks written notice to the Union, may end a Permanent Field service appointment and return the Employee to the shop at any time during the notice period provided the field service rate is paid until the four (4) weeks expires at which time the rate will change to the standard shop rate.

- 18:02 Any Employee required to lay-over on weekends on field service trips (approved lay-over) shall be paid eight (8) hours at time and one-half overtime rate to a maximum of eight (8) hours in a 24 hour period.
- 18:03 Employees on approved travel assignments shall receive adequate advance monies from the Company to cover expenses and shall present receipts to the Company for said expenses and shall account and pay to the Company any amount by which the advance monies exceed expenses.
- 18:04 Employees required to stay away from home for work purposes will be granted a \$95.00 per diem (non-taxable). Hotel room costs will be reimbursed upon submission of receipts.
- 18:05 Field Employee's expenses when submitted before payroll cut-off then a cheque will be issued to the Employee on or before the following pay day.
- 18:06 Field Employee's expenses when submitted before payroll cut-off then a cheque will be issued to the Employee on or before the following pay day.

ARTICLE 19:00 - GENERAL CONDITIONS

- 19:01 No personal vehicle is to be used on Company business.
- 19:02 A notice board will be provided for the posting of all official Union notices exclusively and not to be used for disseminating political propaganda. All such notices shall be submitted to a Company official for approval before posting.
- 19:03 During winter months the Company will supply car plug-ins to Employees requiring same at no cost to Employee.
- 19:04 No Employee shall undertake any work outside the Company premises, which could be construed in any way as competitive with the Company. Violations of this clause shall be subject to dismissal of Employee(s) involved. This excludes Employees while on lay-off.
- 19:05 The Company will be responsible for the typing, producing, and cost of a booklet covering this Agreement.

ARTICLE 20:00 - SAFETY AND HEALTH

The Company will provide a safe and healthy workplace.

The Company will provide WHMIS training to all Employees to comply with Canadian Federal WHMIS Laws.

- 20:01 A Safety and Health Committee shall be established consisting of one (1) member of the Union from each of the service and parts departments of the Company's branches, equally representative of the Company and the Union. The duties of the elected representatives shall be, but not limited to:

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

Records of all proceedings to be accurate and posted in respective departments. Members of the Safety and Health Committee shall receive their regular rate of pay while attending meetings or carrying out investigations.

- (e.) It is also understood that any Employee covered under the terms of this Agreement, when an accident, near miss, or injury occurs on the job, shall report to his/her supervisor as soon as possible and subsequently complete the necessary Workers' Compensation Board forms. Employees will not be disciplined for late reporting of injuries due to slow developing symptoms.

20:02 Following the commencement of employment but prior to the performance of any of the physical functions of the job, an Employee shall be given adequate training and instructions on the safety policies and procedures of the Company, and Company equipment.

20:03 No Employee will be allowed to bring liquor or hallucinatory drugs onto the Company property or have it in any of the Company vehicles.

20:04 The Company will arrange to provide a recognized industrial first aid course with no loss of pay to Employees agreed upon between the Company and the Union to provide for a minimum of (1) one Employee per shift in each branch with first aid training. All field service technicians will receive Emergency First Aid training by the Company.

20:05 The Company will arrange annual hearing tests as well as a molded ear plug fitting. The molded ear plugs will be replaced as necessary.

ARTICLE 21:00 - TOOLS AND EQUIPMENT

21:01 The Company agrees to supply and launder coveralls, parts department smocks and to supply safety equipment as required, including proper and adequate respirators, molded earplugs, non-prescription safety glasses, goggles and

shields, welding gloves and maintain an adequate supply of gloves, rain suit and parkas for special requirements.

The Company will also reimburse shop technicians for winter coveralls with the submission of a receipt up to a maximum of \$400 every 4 years. The Company will repair or replace damaged coveralls.

The Company will also provide (choice of one piece or two piece) two (2) pair of insulated winter coveralls and (1) one pair of fire retardant insulated coveralls per field mechanic in his/her own size. They will be replaced as required.

The Company will clean the coveralls.

21:02 The Company will pay the full cost of the replacement of an Employee's tools or boxes lost due to damage or third-party theft. A police report or proof of theft may be required. In cases of a tool box being damaged, a discussion will take place between the Union and Management to determine the severity of the damage, beyond normal wear and tear, and the appropriate remedy.

Employees will provide an annual inventory of their own tools maintained at the Company's premises or operations with estimated valuation or purchase price thereof. Annual inventory must be submitted by July 1st of the calendar year and all inventory must be kept current. A digital image may be used to facilitate this requirement. If a tool on the approved inventory list becomes broken, damaged, or worn being used solely in the course of work duties, they shall be repaired to original condition or replaced with equal quality at no cost to the Employee.

21:03 The Company agrees that a complete set of metric tools shall be stocked in its tool crib, however, Employees must provide own metric hand tools.

21:04 The Company agrees to supply, as required, a parachute and adequate heater for each field service truck.

21.05 The Company will reimburse three hundred dollars (\$300.00) each calendar year towards the purchase of safety wear upon submission of receipt.

ARTICLE 22:00 - TRAINING

22:01 Both the Employer and the Union agree that it is important to discuss the introduction and implications of technological change in the workplace where that change will affect Employees. Where the Employer intends to introduce technological or procedural change in the workplace, it will meet with the Union to discuss the implications of the change ninety (90) days prior to implementation. Technological change will be considered the introduction of new or modified equipment or work processes that will displace Employees in a Branch. The Employer will provide information about the new technology and its impact on the Employees and will disclose all details to the Union. The Employer will agree to work with the Union to avoid any displacement of Employees.

Where jobs are made redundant, Employees will be given an opportunity to move to other positions provided there are openings and they are capable of performing the job functions. An Employee's wage will be red-circled for twelve (12) months, after which it will adjust to the position they occupy.

Where an Employee needs some skills upgrading to assume another position, the Employer and the Union will encourage the Employee to participate in the skills upgrading. This may involve attending a course inside or outside the Employer. The Employer will assume the cost of any agreed-to course, internal or external, with fees and registrations, books and all other required expenses.

If an Employee is not able to be placed in a suitable position, the severance pay provisions of the Agreement will apply.

The Union and the Employer will negotiate any changes to wage categories, rates, or layoff classifications necessitated by the change's introduction.

22:01 Employees required by the Company to attend training classes shall be paid for all time spent at straight time rates.

Employees required to travel to and from training classes shall be paid at straight time rates, not to exceed fifteen (15) hours per day.

The Company will pay in excess of fifteen (15) hours within a twenty-four (24) hour period in situations where the Employee's travel schedule exceeds fifteen (15) hours in total (including training time) for the day. This applies for travel within Canada and the United States only. If an Employee stays at a hotel overnight, the calculation of the travel time stops when the Employee arrives at the hotel and starts again in the morning when the Employee leaves the hotel for the airport.

If an Employee quits his employment within six (6) months of the training date the Company will deduct any travel cost from his final pay cheque.

22:02 The Company agrees to reimburse to an Employee, upon successful completion, one hundred percent (100%) of the tuition fee and text book cost of an approved related course. Approval must be received prior to commencement of course. If an Employee quits his employment within six (6) months the Company will deduct the amount from his final pay cheque.

22:03 As the jobs in the bargaining unit change due to new technology, all present Employees, will be given the opportunity to be retrained and upgraded. Training will be offered to all NORS Employees and will not be unreasonably refused. Every attempt will be made to do training on Company time. If on Employee's own time, with Company's approval, all training will be paid at straight time rates (based on course allotted time frames) upon successful completion.

22:04 In cases where training expenses represent a financial burden, NORS will provide an advanced expense cheque to Employees upon request prior to training.

22:05 Employees required to stay away from home for training purposes will be granted a \$95.00 per diem (non-taxable). Hotel room costs will be reimbursed upon submission of receipts. These dollar amounts are in the currency of the country the training is located in. The exchange rate will be calculated based on the closing rate the last day of travel as per the following website:
www.bloomberg.com/quote/USDCAD:CUR

ARTICLE 23:00 - SAVINGS CLAUSE

23:01 Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions and such shall remain in full force and effect.

ARTICLE 24:00 - STRIKES AND LOCKOUTS

24:01 The Company and the Union agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under the terms of this Agreement.

24:02 The Union agrees to adhere to the provisions contained herein for the settlement of grievances and for the duration of this Agreement will not authorize, assist or support any strike, slow-down, sit-down, or stoppage of work within the Company for any cause. Participation in any strike, slow-down, sit-down or stoppage of work within the Company brought about either by action of the Union in violation of this Agreement or by individuals or groups without Union authority shall be just cause for dismissal or discipline by the Company of any or all participating Employees.

24:03 The Company, on its part, agrees to adhere to the provisions herein for the settlement of grievances, and will not engage in any lock-out of Employees for the duration of this Agreement.

24:04 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 25:00 – WAGES

Signing Bonus or lump sum into pension \$500.00.

25:01 (A) SERVICE

Field rate to reflect 7.5% above Journeyman shop rate.

	3-year term	MAY 1, 2025 6%	MAY 1, 2026 3%	MAY 1, 2027 3%
Licensed Heavy Equipment Technician (Off Road)	Field Rate Shop Rate	57.59 53.56	59.31 55.17	61.09 56.83
Crusher Mechanic	Field Rate Shop Rate	57.59 53.56	59.31 55.17	61.09 56.83
Crane staller/assembler Unlicensed 3yrs experience installing cranes Limit two per shop 90% of licensed shop tech	Shop Rate	48.20	49.65	51.15
Licensed Journeyman Welder	Field Rate Shop Rate	57.59 53.56	59.31 55.17	61.09 56.83
Electrical Mechanic	Field Rate Shop Rate	57.59 53.56	59.31 55.17	61.09 56.83
Steam Cleaner 90% of 1 st year shop apprentice		36.15	37.24	38.36
Yardman 90% of 1 st year shop apprentice		36.15	37.24	38.36
Insp/lube/hvac Mechanic Unlicensed 75% of licensed shop tech		40.17	41.38	42.62
Labourer 90% of 1 st year shop apprentice		36.15	37.24	38.36
Janitor/Tool Crib Attendant 90% of 1 st year shop apprentice		36.15	37.24	38.36
Apprentices:				
Field Rate:	(1) Year 75%	43.19	44.48	45.82
	(2) Year 85%	48.95	50.41	51.93
	(3) Year 95%	54.71	56.34	58.04
Shop Rate:	(1) Year 75%	40.17	41.38	42.62
	(2) Year 85%	45.53	46.89	48.31
	(3) Year 95%	50.88	52.41	53.99

Licensed Heavy Equipment Technician (Truck and Transport) Will be paid 90% of Journeyman Shop rate and have 18 months from hire date to complete his off-road ticket.	48.20	49.65	51.15
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Resident Field Technicians

Wood Buffalo Region Resident Field Technicians (26% above Journeyman field rate).

Wood Buffalo Region Service:

	3-year term	MAY 1, 2025 6%	MAY 1, 2026 3%	MAY 1, 2027 3%
Journeyman Technician	Field Rate	72.56	74.73	76.97
Journeyman Technician	Shop Rate	67.50	69.53	71.62
Apprentices:				
Field Rate:	(1) Year 75%	54.42	56.05	57.73
	(2) Year 85%	61.68	63.52	65.42
	(3) Year 95%	68.93	70.99	73.12
Shop Rate:	(1) Year 75%	50.63	52.15	53.72
	(2) Year 85%	57.38	59.10	60.88
	(3) Year 95%	64.13	66.05	68.04

25:01 (B) PARTS

An unlicensed parts person obtaining a license through the Apprenticeship Board, based on years of experience, will only have the license recognized by the Company if approval of such recognition was received in writing from the Branch Manager prior to application to write the examination.

	3-year term	MAY 1, 2025 6%	MAY 1, 2026 3%	MAY 1, 2027 3%
Parts Person Licensed		46.09	47.47	48.89
Parts Person Unlicensed		44.10	45.42	46.78

Parts Person Apprentices				
1 year 75%		34.57	35.60	36.67
2 year 85%		39.18	40.35	41.56
3 year 95%		43.79	45.10	46.45

Shipper Receiver		33.08	34.07	35.09
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<u>75% of unlicensed parts person</u>			
Warehouse person Pick-up Driver 75% of unlicensed parts person	33.08	34.07	35.09
Truck Driver – Demo Delivery Operator	42.36	43.63	44.94
<u>Wood Buffalo Region Parts:</u>			
Parts Person Licensed Parts Person Unlicensed	58.06 55.53	59.80 57.20	61.59 58.92
Parts Person Apprentices 1 year 75% 2 year 85% 3 year 95%	43.55 49.35 55.16	44.85 50.83 56.81	46.19 52.35 58.51
Shipper Receiver 75% of unlicensed parts person	41.65	42.90	44.19
Warehouse person Pick-up Driver 75% of unlicensed parts person	41.65	42.90	44.19
Truck Driver – Demo Delivery Operator	53.40	55.00	56.65

Warehouse lead hand: Premium \$2.00 per hour for all hours worked. Must have a minimum of 3 members in the department (shipper and receiver, warehouse, drivers). Once that level is reached, a lead hand position will be posted.

Premiums

Living Assistance Premium - Wood Buffalo Region	\$1,200.00 per month
Resident Field Techs	\$900.00 per month as per LOU
Lead Hand Premium	\$2.00 per hour for all hours worked
Charge Hand Per Hour Premium	\$4.25 per hour for all hours worked
*Dual Ticket Journeyman Crane Operators per Article 25:08	\$10.00 per hour
*Dual Ticket Journeyman - Per Article 25:09	\$5.00 per hour

- 25:02 (a.) **Definition Lead Hands:** Lead Hands are Employees who are selected through a posting process to take the lead and to provide guidance and assistance to other Employees in their department, on their shift or in their job classification. Lead Hands will generally continue to perform the regular duties of their job classification. Lead Hands may delegate, coordinate and monitor work, but shall not be required to discipline Employees.
- (b.) **Appointment of Lead Hands:** The Employer shall determine if and when it needs Lead Hands, how many, and in which areas of work. The selection of Lead Hands shall be awarded through a posting. The Employer may end or change a Lead Hand appointment with four (4) weeks written notice to the Union.
- (c.) **Definition for Charge Hand:** Charge Hands are Employees who are selected through a posting to perform many of the responsibilities as lead hand in addition to being a key liaison to the customer or sub-dealer. Their responsibilities may include but are not limited to the following:
- Training and technical advice to customers and /or sub-dealers whether on or off-site
 - Warranty point of contract for sub-dealers
 - Securing and scheduling of work with customers, sub dealers and Employees
 - Deal directly with sales departments as required
 - Co-ordinate field service jobs
 - Follow-up on all open work orders
 - Maintenance repairs of buildings, tools and vehicles
 - Participate in environmental Health and Safety activities as required
- 25:03 All Employees required to work afternoon shift will receive one-dollar (\$1.00) premium per working hour. This premium will apply to overtime hours worked in conjunction with their afternoon shift.
- 25:04 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.
- 25:05 Technicians working with a temporary license will receive Third Year Apprentice rates until a Journeyman license is obtained. These Technicians must be indentured within six (6) months of being hired. The cost associated with obtaining the qualifications shall follow the procedures outlined in Article 13:04.
- 25:06 Employees with Journeyman qualifications from out of province will be paid Journeyman rate from date provincial exam is written if passed. These Technicians must be indentured within six (6) months of being hired. The cost associated with obtaining the qualifications shall follow the procedures outlined in Article 13:04.

25:07 The Company shall, every second Friday, pay to each Employee all wages earned by the Employee to a day not more than five (5) working days prior to the date of payment provided that if a General Holiday falls on the regular pay day, payment will be made the preceding day. Any errors or omissions made in a pay period that are under \$200.00 will be corrected in the following pay cheque. Any errors or omissions where the Employer was at fault, exceeding \$200.00 will be corrected within three (3) business days. Should an Employee be overpaid due to a clerical error, the Company shall first notify the Employee of the overpayment and negotiate a reasonable repayment plan.

25:08 Journeyman Crane Operators, when requested by Management, will be paid a premium of \$10 per hour, to operate a Crane over 15 tons for loading or unloading. This premium will only be applied to the hours required to perform that task. This does not apply to other Crane operation including, but not limited to: PDI's, stability testing, assembly and test lifts. Management reserves the right to outsource this activity when required.

25:09 Journeyman Technicians holding both a Journeyman Heavy Equipment Technician and a Journeyman Welding ticket will be paid a \$5.00 per hour premium. This premium will only be applied to the hours required to perform that task. Management reserves the right to outsource this activity when required.

ARTICLE 26:00 – DUTY TO ACCOMMODATE / MODIFIED WORK

There shall be no discrimination against any Employees. Employees detained from work by illness or a bona fide emergency situation shall notify their supervisor when possible on the first working day absent, prior to the shift start time. Employees will not be disciplined for late reporting of injuries due to slow developing symptoms.

In the event of workplace related injury, Employees must immediately inform their supervisor and occupational health staff or as soon as possible thereafter. Timely reporting of injuries will facilitate proper processing of claims and the determination of suitable modified work assignments.

Modified work assignments are designed to be of a temporary nature to ease an Employee's return to his normal duties. Modified work assignments will not be limited to the duties associated with an Employee's regular trade and may include the following options:

- Reduction in working hours
- Increased rest breaks
- Task rotation
- Requirement for assistance from co-workers for certain tasks
- Job sharing
- Alterations to work environments
- Assistive devices
- Re-assignments
- Special projects
- Training opportunities

Modified work restrictions will be determined by the treating medical practitioner, of the Employee's choice. An Employee may be required to attend an independent medical examination (at the Employer's cost), in order to ensure the most effective rehabilitation plan is in place. Modified work assignments will be developed by the supervisor as per the recommendations of the treating physicians. Agreements will be signed by the Employee and their supervisor with a copy provided to Human Resources. The Employee will have the involvement of a Shop Steward. Any changes to the original assignment must be in keeping with an Employee's restrictions and related progress.

Employees participating in a modified work program will receive their normal Benefit Coverage and will maintain their pre-injury or pre-illness job level.

**ARTICLE 27:00 – MUNICIPALITY OF WOOD BUFFALO, OIL SANDS OPERATIONS
(for the Multi-line Division ONLY)**

Nothing in this Article shall be construed as altering the existing terms and conditions of the Collective Agreement. This Article is specific to Employees in the Oil Sands/Wood Buffalo Region. It is recognized by the Company and the Union that in order to enhance service to our customers in the Oil Sands/Wood Buffalo Region there is a need to provide continuous coverage. In that regard, the parties agree as follows:

The "Continuous Day Shift Premium" will be a \$3.75 per hour premium for all hours worked – application is restricted to the Employees covered by this Agreement in the Municipality of Wood Buffalo.

1. SHIFTS:

The Eleven and one-half hour (11.5) shift scheduling formats will apply as follows:

NORS Multi-line Employees

Schedules will follow one of the scheduled formats below, in order to comply with National Safety Code (NSC) Regulations:

Shift A: Field Techs- Fourteen (14) days on and Fourteen (14) days off (28-day cycle- 11.5 hours per day).

Shift B: Shop Techs- Seven (7) days on and Seven (7) days off (14-day cycle- 11.5 hours per day).

Shift C: Shop Techs- Five (5) days on and Two (2) days off (7-day cycle- 8 hours per day).

The shift schedule will be included on all postings. If other scheduling formats are necessary, they will be developed in advance through discussion between the Company and the Union. The Union will reasonably consider all requests by the Employer to add new or

different shifts. Prior to implementation a minimum of 30 days' notice will be given to Employees.

2. 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.
- (b.) A shift is defined as the hours of work within a twenty-four (24) hour period.
- (c.) A schedule is defined as days of work and the associated days of rest. Days of rest follow the days of work.

3. SHIFT TIMES:

The eleven and one-half hour (11.5) shift times will begin between the hours of 6:00 a.m. and 8:00 a.m.

The eight (8) hour shift times will begin between the hours of 6:00 a.m. and 8:00 a.m.

4. STATUTORY HOLIDAYS:

Statutory holidays are recognized as normal days of work.

- (a.) When a Statutory Holiday falls on an Employee's scheduled day off, the Employees on shift A or B shall be paid eleven and one half (11.5) hours at their hourly rate for the holiday. Employees on shift C shall be paid eight (8) at their hourly rate for the holiday.
- (b.) When a Statutory Holiday falls on an Employee's normally scheduled workday, and the Employer has not scheduled the Employee to work, the Employees on shift A or B paid eleven and one half (11.5) hours at their hourly rate. Employees on shift C shall be paid eight (8) hours at their hourly rate for the holiday.
- (c.) When the Employer requires the Employee to work a Statutory Holiday, Employees on shift A or B shall receive eleven and one half (11.5) hours pay at their regular hourly rate, and in addition, shall be paid double time their hourly rate for all hours worked that day. Employees on shift C shall receive eight (8) hours pay at his regular hourly rate, and in addition, shall be paid double time their hourly rate for all hours worked that day.

5. REST BREAKS:

For eleven and one half (11.5) hour shifts, an Employee shall commence and cease his/her shift at the designated stopping time and place. The Employee shall be provided with four (4) paid lunch/rest periods (3 x 20 minutes and 1 x 30 minutes) at the Employee's designated lunch place between the third (3rd) and fifth (5th), the

fifth (5th) and the seventh (7th), and the eighth (8th) and the tenth (10th) hours of the shift. The total lunch/rest period shall not exceed ninety (90) minutes. Flexibility in scheduling rest breaks may be necessary to meet urgent customer needs, coordination with the customer's shift cycle or dependent on work load and conditions.

Rest breaks for shop Employees regardless of shift shall be 2x15 minutes and 1x30 minutes lunch period. Field Employees, when required to work in the shop shall also take 2x15 minutes breaks and 1x30 minute lunch period.

6. OVERTIME:

Overtime will be paid as per the Collective Agreement, with the overtime rate being applicable after eleven and one half (11.5) hours for Employees working on shift A or B and after eight (8) hours for Employees on shift C.

7. OVERTIME MEAL:

When Employees on shift A or B are required to work extended hours in excess of thirteen and one half (13.5) hours, the Company will reimburse a meal receipt of up to thirty-five dollars (\$35). When Employees on shift C are required to work extended hours in excess of ten (10) hours, the Company will reimburse a meal receipt of thirty-five dollars (\$35).

8. CHANGE OF SCHEDULE AND SHIFT:

A minimum of one full shift schedule's notice shall precede the effective date of any permanent changes to Employee schedules. Employees will only be given notice of a schedule and/or shift change on scheduled days on and every attempt will be made to keep Employees on the same shift schedule wherever possible. If required, the fee associated to change travel flights, up to a maximum of two (2) flights, will be reimbursed by the Employer. This is provided the shift/schedule change was initiated by the Employer, and appropriate receipts have been submitted by the Employee.

Employees temporarily reassigned due to workload, increase or decrease, to another shift schedule shall be given six (6) days' notice, prior to a change in schedule. If 6 days is not provided, overtime (time and one half) will be paid for the days less the appropriate notice.

9. RATES OF PAY: As per the Collective Agreement for the Wood Buffalo Region

- (a.) Bereavement leave will be calculated on an eleven and one half (11.5) hour basis to a maximum of sixty (60) hours annually. Bereavement leave entitlement is only paid for hours missed during the Employee's regularly scheduled days on shift. Qualification remains as per the Collective Agreement.
- (b.) Sick Leave and Personal Leave will be calculated on an eleven and one half (11.5) hour basis to a maximum of forty-eight (48) hours annually,

which is an entitlement of four (4) days per calendar year. Entitlement is only paid for hours missed during the Employee's regularly scheduled days on shift. Qualification remains as per the Collective Agreement.

- (c.) Vacation time shall be converted to an hourly entitlement (e.g. each week vacation entitlement equals forty (40) hours) and will be taken off in blocks of hours based on the hours normally worked by the Employee. Employees may take the same number of vacation days as they would have received on eight (8) hour days (e.g. two (2) weeks' vacation entitlement provides ten (10) work days absent). For an eleven and one half (11.5) hour schedule this would be seven (7) days paid vacation and the rest may be supplemented with banked overtime, subject to approval, which will not be unreasonably denied. For example, Employees on Shift A or B with two (2) weeks' vacation can take a full work block (totaling fourteen (14) working days) off provided they use all vacation entitlement at once. Normal vacation approval processes will apply to this section. Qualification remains as per the Collective Agreement.

As per the Collective Agreement Employees will be able to use banked time as per Article 4:08, to augment any shortfall that may occur in their vacation entitlement.

ARTICLE 28:00 – DURATION

28:01 This agreement shall be effective from May 1st, 2025 to April 30th, 2028 and thereafter from year to year unless; either party shall not less than 60 days and not more than 120 days preceding the expiry of the term of the Collective Agreement, give notice to the other party to either amend or terminate the Agreement. When notice to commence collective bargaining is given, this Agreement shall remain in effect while negotiations are being carried on for a further Agreement.

ARTICLE 29:00 – RETRO PAY

29:01 Wages, premiums, and conditions retroactive to May 1st, of the previous contract's expiration for all hours worked.

ARTICLE 30:00 – WORK EXPERIENCE (RAP) STUDENT

30:01 One student per department per school year may be utilized through work experience governed by the Alberta Education Standards, providing there are no lay-offs in effect. The Company will supply a copy of the work experience document to the Union when available.

Both the Union and the Company agree to allow one RAP Student to work part time hours, to a maximum of 20 hours per week, in the Service or Parts Department per shop location (ie. Red Deer one per department, Calgary one, etc.) during their Grade 12 school year only.

- The RAP student can only be employed during times of no lay-off.
- Work duties to include assisting licensed Techs in their respective departments only.
- Rate of pay will be at the labourer rate.
- Will not accrue seniority.

ARTICLE 31:00 – NORS CANADA, WEST EQUIPMENT – BANK TIME – BEST PRACTICE

Employees may bank overtime equivalent to three hundred (300) hours regular time maximum under the following terms and conditions. (Some collective agreements may vary in hours and the collective agreement will override this best practice).

The Time Bank specific purpose is to mitigate the financial impact of temporary lay-offs during slow periods. Further to this an Employee may use bank time for extra holidays, or for planned medical leaves. The banking of overtime is for the Employees benefit. Employees shall state how much of their overtime is to be banked or paid at the beginning of each fiscal quarter. Fiscal quarters conclude on March 31, June 30, September 30, and December 31.

Employees will be notified by H.O. at the end of each quarter and will have one week to submit any changes. No changes or exceptions will be allowed after the quarterly decision has been submitted. All overtime banked shall be banked at the Employee's established rate of pay.

Banked hours may be withdrawn by an Employee in whole or in part at the rate it was earned. The company's payroll system can bank time at 1.5 or 2.0, and said time must be withdrawn at regular rate of pay.

In the event an Employee wishes time off, such time will be by mutual agreement and subject to operating needs and service requirements of the business. All requests must be authorized by the Employee's immediate supervisor and are at the supervisor's discretion. If the Employee and employer cannot agree on a mutually acceptable time, either party may demand payout of the amount owing and close out the banked account.

Banked hours may not be withdrawn during a month in which a disciplinary suspension is being levied. All unused banked overtime may be paid out at the Employee's request at the end of the company's fiscal year, or at the Employees request via the bank time payout form. As an option the Employee's banked overtime may be carried over to the next fiscal year, but cannot exceed 300 regular hours in total. The company reserves the right to close an Employee's time bank after one month's written notice to the Employee. This clause conforms to the Employment Standards Act.

OVERTIME BANK AGREEMENT THIS AGREEMENT made as of BETWEEN: (Date) (Employee name) Herein after referred to as "Employee" and NORS Construction Equipment , Canada, West Ltd. hereinafter referred to as "Employer" Employment Standards Act contains provisions for compensating eligible Employees for overtime hours worked by an Employee by having overtime wages credited to an Overtime Bank

in lieu of receiving overtime pay. By means of this Agreement Employer and Employee wish to establish and maintain an Overtime Bank (the "Bank") for Employee in accordance with the terms and conditions set out below.

Employer and Employee agree to establish a Bank in Employee's name in accordance with the provisions of the provincial Employment Standards Act and Regulations for the purpose of receiving compensatory time off work in lieu of overtime wages commencing for authorized overtime hours worked on or after April 25, 2025.

Employee's overtime wages shall be calculated in accordance with Company policy, which normally exceeds the minimum requirements of the provincial Employment Standards Act and Regulations, and shall be credited to the Bank.

At anytime during the operation of this Agreement, Employer shall comply with a written request by Employee to do one or more of the following:

pay Employee all or part of the overtime wages credited to the Bank,

allow Employee to use the credited overtime wages to take time off work during normal working hours with pay at a time mutually agreed by Employer and Employee, no reasonable request will be withheld,

close the Bank.

Bank credits used to take time off work by Employee during regular working hours shall be paid by Employer at Employee's regular rate of pay for each hour, or part thereof, taken.

Employee may not have more than 300 regular hours of bank credits at any time.

Employer may close an Employee's time bank upon giving Employee one (1) month's written notice. In such a case, within six (6) months of closing Employee's time bank, Employer shall do one of the following:

Pay Employee all of the overtime wages credited to the time bank at the time it was closed,

Allow Employee to use the credited overtime wages to take time off with pay,

Pay Employee for part of the overtime wages credited to the time bank at the time it was closed and allow Employee to use the remainder of the credited overtime wages to take time off with pay.

In the event that Bank credits earned are not taken within the time limits specified in Paragraph 5 or Paragraph 6, the Bank credits earned but not yet taken shall be cancelled and the Employer shall pay Employee for those credits cancelled.

In the event Employee's employment ends before all of the Bank credits are taken, the Bank credits not yet taken shall be cancelled and Employer shall pay to Employee the amount of those credits cancelled.

A written record of Employee's Overtime Bank shall be kept and maintained by Employer on a form provided for this purpose. Each entry into Employee's Overtime Bank record shall be initiated by Employee to signify Employee's approval.

This Agreement may be modified or replaced at any time only if both parties to this Agreement agree in writing. This Agreement may be revoked by either party at any time. Employee Signature Instructions for Overtime Banking Date Employer Signature I request that an Overtime Bank be established in my name for the primary purpose of allowing me to take compensatory paid time off from regular work in lieu of receiving overtime banked as follows:

50% of all Overtime Worked,

100% of all Overtime Worked,

stop banking overtime hours.

Note: Any changes to the above time banking options are only allowed at the end of fiscal quarter: January 31, April 30, July 31, and October 31.

ARTICLE 32:00 – RECIPROCITY AGREEMENT

This Letter of Understanding is between Local 1722 of the International Association of Machinists and Aerospace Workers and NORS.

This Agreement concerns the movement of Machinists Union members who work for NORS in the provinces of B.C./Yukon and Alberta/Northwest Territories.

NORS will not displace or reduce the work, hours, or headcount in the Alberta Collective Agreement with non-unionized Employees.

TEMPORARY TRANSFERS – for a maximum of 90 days

1. Business agents of each area will be notified before any transfer of an Employee is initiated.
2. There will be no temporary transfers to any branches/facilities where layoffs have occurred, and Employees still hold recall rights within the affected classification. Transfers will not cause the displacement of any bargaining unit Employees in the receiving branch/facility by classification. In the event that the temporary position becomes permanent, the position must be posted so all Employees have an equal opportunity to apply.
3. Wage rates will be as specified in the Collective Agreement of the receiving branch/facility.

The ability to bank overtime will be as per the receiving branch/facility Collective Agreement.

Benefits and pensions for transferring members will stay the same and be administered by the members home branch/facility.

4. Travel time will be paid to the transferring member at the applicable rates in each Collective Agreement. The receiving branch/facility will pay for travel time.
5. Conditions and living expenses will be as per the receiving branch/facility. NORS and the transferring Employee will discuss and agree upon them before the transfer occurs. Details will be provided on the appropriate form. This information will also be included in the notification to the Union.
6. Seniority continues to accumulate and will be retained by the home branch/facility.
7. The Company will pay the dues for this Employee to the Union of the receiving branch/facility. During the temporary transfer, the home branch will continue to provide any Employee benefit coverage and pension plan membership.
8. In the event of layoffs at the receiving branch, all members on a temporary transfer will be sent back to their home branch in their order of seniority.
9. In the event of pending job action at their home branch, all Temporary Transfers will return to their home branch within the 72-hour notice period.

Dated this 11th day of May, 2022.

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

FOR THE UNION:

International Association of
Machinists and Aerospace Workers
Local 1722



FOR THE COMPANY:

NORS Equipment

NORS

A large, bold, black ink signature of Shawn Cooke, written over a horizontal line.

Shawn Cooke

A black ink signature of Cory Close, written over a horizontal line.

Cory Close

A black ink signature of Victor Quintanilla, written over a horizontal line.

Victor Quintanilla

A black ink signature of Kriss Wallace, written over a horizontal line.

Kriss Wallace

A black ink signature of Colin Matejka, written over a horizontal line.

Colin Matejka

A blue ink signature of Shivana Gopaul, written over a horizontal line.

Shivana Gopaul

A blue ink signature of Foji Dhansaw, written over a horizontal line.

Foji Dhansaw

A black ink signature of Carli Lawn, written over a horizontal line.

Carli Lawn

LETTER OF UNDERSTANDING # 1

between

International Association of Machinists and Aerospace Workers
Local 1722

and

NORS

INVESTIGATE THE CHANGE TO BENEFITS

The IAM Union acknowledges the Employer's request to investigate the change to benefits from May 1, 2025 to April 30, 2027. If there are no new benefits provided on changes by May 1, 2026. The current plan remains (equal to or better than) as per the collective agreement, with the addition of the following benefit to be provided to all members, in accordance with the collective bargaining agreement:

2. (HAS) and Health and Wellness account. The Company will reimburse an Employee up to five hundred dollars (\$500.00) per year to promote Health and Wellness in the workplace and for extra coverage under the premedical services, under the agreement to supplement the current plan.

LETTER OF UNDERSTANDING # 2

between

International Association of Machinists and Aerospace Workers
Local 1722

and

NORS

RESIDENT FIELD TECHNICIAN PREMIUM

The parties agree to the following understanding in relation to the Resident Field Technician Premium:

1. Red-Circling of Existing Premiums

All Employees who are receiving a Resident Field Technician Premium as of the date of ratification of the 2025 Collective Agreement shall continue to receive the premium at the current rate. This premium shall be red-circled, meaning it will remain in place and will not be subject to reduction or removal for these incumbents, unless their classification or work location changes.

2. Future Eligibility

Effective the date of ratification, any new assignments or hires into resident field technician roles will be assessed on a case-by-case basis. The determination of whether a Resident Field Technician Premium applies, and the amount of such premium if applicable, will be subject to mutual agreement between the Employer and the Employee.

This Letter of Understanding shall form part of the Collective Agreement and remain in effect for the duration of the current agreement unless otherwise mutually agreed to by the parties.

Signed this 23 day of May, 2025

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