

# COLLECTIVE AGREEMENT

between

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



and the

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



**Effective January 1, 2025 through May 30, 2028**

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# COLLECTIVE AGREEMENT

between

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

of the FIRST PART

and

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

of the SECOND PART

## **INTRODUCTION**

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

## **ARTICLE 1 - UNION RECOGNITION**

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

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

4. The Company acknowledges the right of the Union to select one (1) Shop Steward for Branch, MRC and CPW business units, with alternates for each of the Shop Stewards. The Company will recognize and bargain with the Union Business Representative and these Shop Stewards or alternates on any matter properly arising from time to time during the term of this Agreement. The Company agrees that an offsite location of 4 or more members will have a designated Shop Steward.
5. The Union recognizes that Shop Stewards are working Employees, and are expected to be as productive as any other Employee covered by this Agreement, and that they shall obtain their supervisor's permission before leaving their job and be allowed reasonable time for the purpose of attending to Union business on Company premises. Such permission shall not be unreasonably withheld.
6. The Union agrees to supply the Company with the names of the Shop Stewards and Alternate Shop Stewards, and will keep such list up to date at all times. The Union will provide the Employer with an updated list at the beginning of each year plus an update semi-annually.
7. The Company recognizes and will not interfere with the rights of its Employees to be members of the Union, and will not discriminate against, interfere with, restrain or coerce Employees because of membership in the Union. The Union agrees that Union activities except as allowed by Shop Stewards such as in Article 1 (5.) above, will not be carried on in the Company premises during working hours, and that any such activities may be cause for reprimand.
8. The Company and the Union agree there will be no discrimination, intimidation or coercion exercised or practiced by the Company or by the Union, or by any of the representatives, with respect to any of the protected areas and grounds under the Alberta Human Rights Legislation. The parties agree that harassment is not tolerated in the workplace. Every reasonable effort will be taken to assure no Employee is subject to harassment in any form. Both parties will jointly co-operate in resolving and investigating complaints relating to bargaining unit Employees in a confidential and appropriate manner.
9. Delegates not exceeding three (3) in number of Employees of the Company shall with seven (7) days notice in advance in writing to the Company, be granted leave of absence for a period not exceeding fifteen (15) working days per Employee in any year with pay, for attending to Union business provided such leave does not interfere with the normal operation of business. No more than one from any company departments defined here as Parts, Service Rebuild, Field Service for the purpose of this provision.

- a. In order to maintain current income payments and benefit coverages for Employees on approved leave working on behalf of the Union, the company will pay regular wages with applicable premiums and maintain benefits for these Employees on the regular payroll cycle and shall invoice the Union for the full amount paid to the Employee and incurred on behalf of benefits. The invoice amount paid to the Employee and incurred on behalf of benefits. The invoice terms are net 30 days, failing which interest at prime plus 2% shall be charged.

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

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

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

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

No more than 1 employee may be on this type of leave at any one time.

15. The Company will make available copies of existing rules and policies to Employees. Any amended or new rules or policies will be submitted to the Union, and made available to the Union representatives. The aforementioned changes or rules will be presented to Employees through tool box talks and postings, five (5) days prior to implementation. Any Employee(s) who were unavailable or absent for the toolbox talk will be made aware of the rule or policy change(s) within a reasonable amount of time upon their return.

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

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

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

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

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

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

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

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

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

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

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

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

#### 1. Shifts:

##### a. Day Shift:

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

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

##### b. Tuesday to Saturday Shift:

Those Employees working Tuesday to Saturday shift will work between 7:00 am to 6:00 pm shift only. Five (5) consecutive days, Tuesday to Saturday inclusive, shall be worked.

- New Employees will be required to accept this shift when requested. They will be informed of this by the Company before hiring.
- A premium as per Article 18, section 4 (G), shall be paid above the normal classification rate for all hours worked.

c. Afternoon Shift (Second Shift):

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

- New Employees will be required to accept the afternoon shift on a permanent basis as a condition of employment. They will be informed of the conditions of the afternoon (second shift) by the Company before hiring.
- A premium as per Article 18, section 4 (C), per hour will be paid to those Employees on this shift, immediately, above the normal classification rates for all hours worked on the afternoon shift.
- If a layoff takes place, then permanent afternoon shift Employees working the day shift can be transferred back to afternoon shift with 14 days' notice, in reverse order of seniority.
- The Company will have the option to keep new permanent afternoon shift Employees on day shift for the purpose of training them up to 65 days worked.

d. Four – Ten Hour Day Shifts:

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

- There will be a half hour lunch break in the middle of the shift.
- There will be two (2) ten (10) minute coffee breaks in the middle of each half shift.
- Overtime will be calculated at two (2) times the hourly rate for each hour worked after ten (10) hours or on any scheduled day off.
- If a statutory holiday falls on a scheduled day off it will be observed (in consultation with the Union) either prior to or the next scheduled working day, and the rate of pay will be based on a ten hour day.

- Any full day used for bereavement or jury duty will be paid based on the 10 hour shift.
- For any shift that includes a Saturday as a regular working day, a premium as per Article 18, section 4 (G), shall be paid above the normal classification rate for all hours worked.
- For a Wednesday to Saturday shift, the Saturday must be worked for the premium to apply to all hours worked for that week's shift.
- Employees who are scheduled for training will be moved to a regular five (5) day work week with fourteen (14) calendar days' notice. If this notice is not given the training day will be considered a ten (10) hour day and paid accordingly.
- The ten (10) hour shift schedule will be a static shift and will not be subject to rotation.
- The ten (10) hour shifts will be populated on a volunteer basis by the Employees with the most seniority having the first right of refusal. If the shifts are not populated on a volunteer basis, they will follow the reverse seniority protocol.

e. Parts Department Early Morning Shift:

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

- A premium as per Article 18, section 4 (H), shall be paid above the normal classification rate for all hours worked.

2. Conditions of Hours Worked:

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

3. A thirty (30)-minute unpaid lunch period shall be allowed during each shift.
4. On each shift, two (2) break periods of ten (10) minutes each shall be allowed, one (1) in each half of the shift.
5. Employees scheduled to work a shift ending between 6:00 p.m. and 2:00 a.m. shall receive a premium as outlined in Article 18, section 4 (B).

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

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

6. All work performed prior to an Employee's regular starting time shall be paid at the applicable overtime rates, provided a full regular shift is worked following such overtime. In the event an Employee is sent home by the Company before completing the regular shift, overtime rates shall apply to all time worked prior to the regular shift starting time.
  - a. Such premiums shall not be included in the calculation of overtime, overtime to be based upon regular hourly rate of pay.
7. In departments where a second shift is worked, the top twenty-five percent (25%) of the seniority list will be exempt from this shift. Any member in these percentage exemptions will be allowed to work the second shift if he so desires. Shift rotation for the second shift shall be four (4) weeks second shift and eight (8) weeks regular shift. There shall not be a minimum requirement of weeks worked throughout the year on the second shift. When an afternoon shift is added the following procedures will be followed:
  - a. Every attempt will be made to have Employees work this shift on a permanent basis. The job will be posted and the Company will have the right to select the candidate, however, in the event all applicant qualifications are equal then seniority shall prevail.
  - b. The shift will end between 11:00 p.m. and 2:00 a.m., unless the Employee and the Company mutually agree to an earlier end.
  - c. Permanent Tuesday to Saturday Employees may be included in the rotation if required.
  - d. The permanent second shift Employee may request to be removed from this shift with thirty (30) days written notice. If the notice is prior to the end of the six (6) month consecutive period, the Employee will be required to repay the Company the difference between the permanent afternoon shift premium (per Article 3) and the afternoon shift premium (per Article 18, section 4 B&C).

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

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

8. Service and Parts Department Employees — Tuesday to Saturday Work Week
  - a. Those Employees working Tuesday to Saturday shift will work between 7:00 am to 6:00 pm shift only.
  - b. Five (5) consecutive days, Tuesday to Saturday inclusive, shall be worked.
  - c. New Employees will be required as a condition of employment, to accept this shift when requested. They will be informed of this by the Company before hiring.
  - d. A premium as per Article 18, section 4 (F), shall be paid above the normal classification rate for all hours worked,
  - e. For each Employee working this shift, the tour of duty shall not exceed thirty (30) consecutive calendar days on at any one time and thirty (30) calendar days off - except where the Employee wishes to remain on this shift, and so signifies in writing.
  - f. For those Employees working the Tuesday to Saturday shift on a permanent basis which means six (6) consecutive months or more], the premium shall be the difference between premium in (F) and the premium in (G) will be paid retroactively at the expiration of the six (6) months consecutive period and the premium will be paid thereafter in each pay period.
  - g. The Employees who are working this Tuesday to Saturday shift on a permanent basis and are removed by the Company before the expiration of the six (6) months consecutive period will be paid the premium for all hours worked on Tuesday to Saturday shift. The difference between the Premiums in (F) and the premium in (G) to be paid according to this Clause will be paid retroactively at the time the Employee is removed from the shift.
  - h. Should the Employee be removed from this shift at his own request prior to the expiration of the six (6) months consecutive period, he will not receive the higher premium but only the lesser premium for any of the time worked on a permanent basis.
  - i. Overtime will not be calculated on either premium in points (d.) or (g.) above.
  - j. Any Employee who has signified to remain on the Tuesday to Saturday shift on a permanent basis will be removed from permanent Tuesday to Saturday status by requesting removal, in writing, thirty (30) calendar days prior to removal.

- k. For those Employees employed by Cummins Canada ULC with 20 or more years' service, the Tuesday to Saturday work week shall be on a voluntary basis and there will be no discrimination against those who refuse to accept the shift.
9. Service and Parts Department Employees — Afternoon Shift (Second Shift).
- a. The afternoon second (2nd) shift will be five (5) consecutive days. Monday to Friday inclusive: A shift ending between 11:00 p.m. and 2:00 a.m.
  - b. Employees with less than 20 years' service will be required to accept the afternoon shift on a permanent basis as a condition of employment. They will be informed of the conditions of the afternoon shift by the Company before hiring. In this case, permanent means until the Employee has accumulated 365 calendar days on the day shift: see (e.).
  - c. A premium as per Article 18, section 4 (C), per hour will be paid to those Employees on this shift, immediately, above normal classification rates for all hours worked on this afternoon shift.
  - d. Overtime will not be calculated on the premium in c.
  - e. As an opening becomes available on the day shift, before anyone new is hired, a permanent afternoon Employee, in order of seniority, will have the right of first refusal, each time, to the day shift job, provided the Employee meets the criteria for the job. The Company will post the criteria. This permanent afternoon shift Employee may be returned to the afternoon shift, in reverse order of seniority, if the workload so dictates until he has accumulated 365 calendar days on day shift. That Employee will then have the same status as a "day shift" Employee (i.e. be on the 4/8 rotation as per Article 3 (7.) etc.).

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

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

Employee who has signified to remain on afternoon shift on a permanent basis will be removed from permanent afternoon status by requesting removal, in writing, thirty (30) calendar days prior to removal.

## **10. OFF SITE – LONG TERM PROJECTS**

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

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

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

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

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

b. **Change of Schedule:**

- i. When a change to an Employee's work schedule takes place, after seven (7) days notification, the effective date of the new schedule will commence after the seven (7) days notification. Where the Employee works his scheduled days of rest, the applicable overtime rates will apply.
- ii. The new schedule can commence on the day of work or a day of rest. Therefore, the new schedule may result in additional day(s) of rest and, accordingly, a reduction in earnings when compared as to how the transition to the new schedule can take place, with the opportunity to maintain his earnings at straight time rates as close as possible to the original schedule within the appropriate payroll period.

**c. Statutory Holidays:**

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

**d. Rest Breaks:**

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

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

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

**e. Training:**

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

**f. Vacation:**

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

## **ARTICLE 4 - OVERTIME**

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

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

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

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

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

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

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

After two (2) hours and fifteen (15) minutes of overtime the Employee will be entitled to a paid twenty (20) minute rest break if he has been instructed to work beyond the two (2) hours and fifteen (15) minutes. The Employee will be supplied \$25.00 in lieu of a hot meal should the overtime be more than four (4) hours and not charged to a company card or otherwise supplied by the company. When employees are traveling for work and staying overnight, they shall follow the company T&E policy for meals. Employees that are offsite and satisfy the overtime threshold for meal will cover the cost of the meal and then submit for reimbursement through the company platform. This dollar value may be exceeded, with the approval of management.

## **ARTICLE 5 – RECALL TIME**

- 1.
  - a. Service department Employees who have completed their regular shift and have left the Company's premises and are then recalled to work extra time, or are requested to return to work at a specified time (other than regular starting time) on instructions given by the Company, shall receive a minimum of four (4) hours pay at the appropriate overtime rate.
  - b. Service Department Weekly On-Call Schedule: all of the designated field service technicians shall be required to rotate on the Weekly On-Call Schedule beginning with the first available technician as designated by the Field Service Manager then the rotation will follow the seniority list for the field service technicians. If a technician cannot be On-Call on their designated week then it is his responsibility to find a replacement from a list of volunteers of the designated field service technicians. The responsibility of finding a replacement technician will not apply to technicians who are unable to attend work due to illness, injury or approved leave.
  - c. Service Employees on vacation and/or approved leave will be exempt from the On-Call rotation schedule until their next scheduled day of work.  
  
A \$50.00 On-Call allowance will be paid per day for the designated On-Call technician.
- 2.
  - a. Parts department Employees who have completed their regular shift and have left the Company's premises and are then recalled to work extra time, or are requested to return to work at a specified time (other than regular

starting time) on instructions given by the Company, shall receive a minimum of three (3) hours pay at the appropriate overtime rate.

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

A \$50.00 On-Call allowance will be paid per day for the designated On-Call parts person.

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

## **ARTICLE 6 – GENERAL HOLIDAYS**

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

Exemptions to the above are the "General Holidays", namely New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving

Day, Remembrance Day and Christmas Day, which will be paid in accordance with the Employment Standards Act of Alberta.

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

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

### **ARTICLE 7 – VACATIONS WITH PAY**

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

0 to less than 2 years of service	-	2 weeks (80 hours)
2 years but less then 8 years of service	-	3 weeks (120 hours)
8 years but less then 15 years of service	-	4 weeks (160 hours)
15 years but less than 20 years of service	-	5 weeks (200 hours)
After 20 years of service	-	6 weeks (240 hours)

Employees will not accrue vacation pay during periods of Short-Term or Long Term disability or any unpaid time off and available vacation time will be prorated. If an employee has overtaken vacation as a result of the prorated hours, they will need to repay the vacation or have this time deducted from the following year.

Employees hired after January 1<sup>st</sup> in any given year will be eligible for prorated vacation days as per their assigned plan based on the date of the hire.

Employees who separate from the company will be paid a pro-rated amount of unused vacation time.

Effective January 1, 2025 will be a transitional period where employees will receive their regular vacation grant on their anniversary date. On January 1, 2026, the employee will receive a prorated vacation grant to recognize their accrued vacation from their 2025 anniversary date to December 31, 2025, PLUS their entire vacation allotment for 2026 as if their anniversary date fell on January 1.

Employees will be allowed to carry over additional vacation on a temporary basis.

- At the end of 2026 employees will be able to carry over up to 120 hours into 2027.
- 2027 an employee can carry over up to 80 hours into the following year with management approval. The carry over must be used in Q1 in the following year.
- 2028 and beyond an employee can carry over up to 40 hours into the following year with management approval. The carry over must be used in Q1 in the following year.
- Outside of the above carry over hours, employees are expected to take their vacation in the year it is granted.

Example 1:

Employee's anniversary date is July 1 of each year. They currently earn 3 weeks vacation. On July 1, 2025, they would receive their normal 3 weeks vacation. On January 1, 2026, they would receive 1.5 weeks vacation for the vacation earned from July 1 through December 31 PLUS another 3 weeks vacation for the 2026 year. The employee would start the 2026 year with 4.5 weeks of vacation plus whatever vacation was still owed to them on December 31st.

Example 2:

Employee's anniversary date is July 1 of each year. They currently earn 3 weeks vacation but would move to 4 weeks vacation in 2026. On July 1, 2025, they would receive their normal 3 weeks vacation. On January 1, 2026, they would receive 1.5 weeks vacation for the vacation earned from July 1 through December 31 PLUS another 4 weeks vacation for the 2026 year. The employee would start the 2026 year with 5.5 weeks of vacation plus whatever vacation was still owed to them on December 31st.

2. During the prime-time vacation period, which is from the second week of June to the completed third week of September, up to two (2) weeks continuous scheduled vacation will be assured. Longer periods may be approved at the employer's discretion

Vacations in each department will be allocated on the basis of seniority. At least 20% of each shift may not be denied holidays at any one time. The 20% may be exceeded with mutual agreement. Those away on STD or other approved leaves will be included in the 20% calculation.

For Parts persons in Classifications (H) to (K) in Article 8, and Service persons in Classifications (A) to (G) in Article 8, vacations in each department will be allocated on the basis of seniority. At least 20% of each shift may not be denied holidays at

one time (day shift and afternoon shift). The 20% may be exceeded with mutual agreement.

At least 20% of each shift, based on seniority, in Classifications (e.) and (f.) may not be denied holidays at one time. A maximum of 2 Employees of classification (e.) may be away at one time, and at least twenty percent 20% of Service department second shift Employees, based on seniority, may be away at one time. The 20% may be exceeded with mutual agreement.

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

In the event the 20% ratio results in a less than whole number the remainder shall be rounded up if it is greater than 0.5. If the remainder is 0.5 or less it will be rounded down.

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

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

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

The Company may at its discretion, for the purpose of vacations only, be allowed to utilize other Employees within the Company to perform various functions within the Parts department if more than 20% of the Parts Employees have been granted vacation.

3. Vacations may not be postponed from one year to another except with written Company Approval, nor will Employees be paid for vacations not taken.
4. Whenever a General Holiday falls within an Employee's regular vacation period, he will be compensated by being given an extra day's vacation with pay.
5. Vacations shall not be postponed or altered by the Company without agreement from the Employee(s) affected, and the Parts department second shift shall not be a determining factor in when vacations may be taken.

6. Vacation pay will not be paid prior to Employees taking vacation unless they request it, in writing, two weeks prior to taking their vacation.

## **ARTICLE 8 - SENIORITY**

1. New Parts and Service department Employees shall serve a probationary period of eighty (80) days worked during which no seniority rights shall be earned by such Employees, except that at the completion of such probationary period the Employees' seniority service shall be calculated from the most recent date of hire. Time lost by probationary Employees for any reason, shall be discounted from the eighty (80) days worked period.

Classifications are as follows:

<u>Service Department</u>	
A.	Journeyman HET Apprentice and HET Technicians – Truck Shop
B.	Journeyman HET Apprentice and HET Technicians –Rebuild
C.	Journeyman HET Apprentice and HET Technicians – Field Service/Power Generation & Engine
D.	Crankshaft Grinder – Rebuild
E.	Specialist – Rebuild
F.	Mechanic Generalist – Rebuild
FF.	Mechanic Generalist – Truck Shop
G.	Support Staff
<u>Parts Department</u>	
H.	Journeyman Parts and Apprentice Parts Technicians
I.	Shipper/Receiver
J.	Parts Administrator
K.	Warehouse Person

2. Employee's status and seniority shall both terminate when:
  - a. An Employee voluntarily leaves the Company's employment. This includes cases where an Employee is absent from work in excess of three (3) working days without a legitimate reason for such absence and without reporting to the management of the Company.
  - b. An Employee is discharged for just cause.
  - c. An Employee is laid off for a period exceeding twelve (12) months or his seniority, whichever is the lesser.

- d. An Employee has been laid off because of no work fails to report for work when recalled within a period of six (6) working days or an agreed upon period by the Company.
  - e. An Employee can no longer be gainfully employed in his/her previous position with the Company due to disability and is no longer covered by the long term disability plan.
  - f. Employees will continue to accrue seniority during government protected leaves of absence. Employee's seniority will stop accruing when placed on long-term disability. Employee's returning from long-term disability will be reinstated with the seniority they had at the time they transitioned to LTD.
3. Former Employees re-hired after their Employee status and seniority have been terminated by any of the foregoing reasons shall be considered new Employees.
  4. The Company agrees that in making promotions or in the filling of newly created or existing jobs, preference will be given, whenever possible, taking into consideration performance reviews, attendance, training, qualifications availability and ability to accept further training within a practical time frame to those currently employed. The practical time frame will be thirty (30) to ninety (90) days depending on complexity of the role, however, the time may be extended based on management's discretion after a discussion with the affected Employee has taken place. If all of these items are equal, then the position will be filled on the basis of seniority.

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

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

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

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

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

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

- a. When such leave is granted, the Employee shall retain his seniority rights. Any leave beyond sixty (60) calendar days will be added to the Employees' seniority date. Seniority date means the Employee start date plus all leave of absence days in excess of sixty (60) calendar days according to this Article.
- b. Benefits under the terms of this Collective Agreement will continue to be in effect for a period not less than thirty (30) calendar days.

- c. Employees who are granted a leave of absence in excess of thirty (30) calendar days will receive reduced vacation entitlement based on the number of days up to and following a leave of absence within his entitlement year.
- d. All vacation days not booked must be used prior to granting leave of absence.

## **ARTICLE 9 – LAYOFFS**

The principle of last employee on, first employee off, shall prevail, subject to department and classifications.

### **Short-Term Layoff:**

If an Employee is to be laid off for two (2) weeks or less, a minimum of eight (8) working hours notice shall be given. This will be offered on a volunteer basis and in the event that there are no volunteers, the layoff will be applied through reverse seniority in the affected classification by rotation in two-week blocks. This action will only affect any Employee once in the calendar year. If the Employer requires further short-term layoffs, then a discussion and agreement with the Union will take place.

Employees in rotation Short-Term layoffs status are not eligible to exercise the Severance Clause.

### **Permanent Layoff:**

If an Employee is to be laid off longer than described in the Short-Term layoff language, then it will be deemed a permanent layoff and the most junior Employee in the affected Classification will be the individual identified for layoff. The Employee will be given recall rights in the length of twelve (12) months from the date of layoff. An Employee may elect to accept severance pay, as described below, before the end of their recall right period has expired. If the Employee elects to do so, they shall forfeit all seniority and recall rights and their employment terminated. If the Employee does not elect to do so and is not recalled by the end of their recall period of twelve (12) months, they will at that time be paid severance and their seniority, recall rights and employment will be terminated.

Employees will be provided three (3) working days notice prior to a layoff.

If an Employee is identified for layoff, they may perform another job in their department, should they have greater seniority than the Employee in the position. The Employee shall have the opportunity to bump into the position, on a permanent basis, as determined by the Employee, subject to the following:

- **Parts Department**

Upon layoffs in the parts department, the Employee affected may exercise their accrued seniority to “bump” a junior Employee in seniority from the next available Classifications within the department hierarchy so long as they possess the skills, qualifications, and ability. E.g., Parts Tech bumps to Shipper/Receiver providing seniority is greater than anyone in the Classification. If seniority is less than all Shipper/Receivers, the Parts Tech could bump the most junior Employee in the Warehouse. The Employee will be paid at the wage rate of the Classification they have “bumped” into.

- **Service Department**

Upon layoffs in the service department the Employee affected may exercise their accrued seniority and “bump” a junior Employee in the Generalist Classification only. The Employee will be paid at the wage rate of the Classification they have “bumped” into.

All Employees shall be allowed to transfer into a former department in the event a reduction in the work force is made necessary in the department (Parts or Service) in which they are currently employed, if they possess the skills, abilities, and qualifications required to perform the work along with the ability to participate in job familiarization in a practical time frame to facilitate the move back. The practical time frame will be thirty (30) days, however, the time may be extended based on management’s discretion after a discussion with the affected Employee takes place.

*Example: An Employee who used to work in the parts department and has since moved into the service department may “bump” back into the parts department if laid off, using their years of service from the parts department to place them in that seniority list.*

- **Seniority Retention**

A laid off Employee shall retain their seniority and recall rights within their Classification with the company for twelve (12) months after the date of layoff.

If a laid off Employee is called back to work with the company within their right to recall period (12 months), there shall be deemed to have been no break in the Employee’s continuous service with the company by reason of such layoff.

- **Benefits Under Layoff**

After an Employee has been laid off for more than thirty (30) days the company will not be compelled to maintain the Employee’s benefits, as described in Article 15, but the company shall notify the Employee in writing the date on which all of the Employee’s benefits provided will be terminated.

- **Recall**

When vacancies occur, the company shall recall laid off Employees within the Classification from which they were laid off, according to their seniority and Classification and the principle of last Employee off, first Employee on, shall prevail. The company shall make personal contact with laid off Employees.

- **Severance**

If the Employee is laid off for a period that exceeds their right to recall, as provided for in the seniority provision of this Agreement, they will be entitled to the following pay based on forty (40) hour weeks.

For the provisions of this Agreement, severance, for the purpose of layoff, will be calculated at two (2) weeks of base pay for every year of completed service to a maximum of twelve (12) months.

A laid off Employee may elect to accept termination pay (severance) under the provisions of this section before the end of their right to recall period but in doing shall forfeit all seniority rights accruing to them under the Agreement by reason of their terms of service with the company.

## **ARTICLE 10 – DISCIPLINE, SUSPENSION AND DISCHARGE**

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

- d. The Employee will have ten (10) working days upon the receipt of the Company's letter to reply to such notice in writing. The Company's notice or letter and the Employee's written response shall become a part of the Employee's personnel file and be available for arbitration to assess the merits of such notice or letter in the event that either party proceeds to arbitration as is provided in Article 12, either on the same matter or a related matter.

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

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

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

- i. Employees and/or Shop Stewards shall receive their applicable rate of pay for all time spent in the investigation and handling of grievances or

reprimands that take place on Company property. Time so spent outside regular working hours shall be paid at straight time rates.

j. **Progressive Discipline**

- i. The Company will follow a progressive disciplinary action in reprimanding Employees.
- ii. Two warning letters will be given prior to further disciplinary action for violations.

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

- Health and Safety violations.
- Performance.
- Driving as per Article 10.02 (f).
- Established company policies.

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

**ARTICLE 11 – GRIEVANCE PROCEDURE**

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

a. **Step One:**

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

b. **Step Two:**

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

between the Shop Steward and the Department manager or other designated manager to discuss the grievance.

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

c. **Step Three:**

In the event the decision handed down in Clause (b.) above is not satisfactory the grievance will be turned over to the appropriate Union and Company manager and/or their representatives responsible for such matters. A meeting between these managers and/or representative shall be held within ten (10) working days to discuss the grievance.

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

d. **Step Four:**

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

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

## **ARTICLE 12 – ARBITRATION PROCEDURE**

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

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

The sole function of the arbitrator shall be to interpret this Agreement and to determine whether the Company or the Union is failing to abide by the provisions of this

Agreement, and the arbitrator shall not have any authority to change, amend, modify, supplement or otherwise alter in any respect whatsoever, the Agreement or any part thereof. If, after considering the matter, the arbitrator concludes that the matter presented for arbitration is not covered by this Agreement or is not arbitrable, he shall so state.

It is expressly agreed and understood that the ruling and decision of said arbitrator shall be final and binding upon all parties. The Arbitrator shall have the power to ameliorate any penalty or disciplinary measure and in the case of any grievance involving a discharge he/she shall be entitled to substitute less disciplinary penalty than was imposed by the Company.

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

### **ARTICLE 13 – STRIKES AND LOCKOUTS**

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

### **ARTICLE 14 – SERVICE TRIPS**

1. The Union and the Employees recognize that they have the responsibility to service the Company's product in any area in Canada.
2. **Field Premium:**

- a. Field Service Employees required to work off Company premises will be paid a field premium as per Article 18, section 4 (D), for all work, travel and lay over time.
- b. Field service Employees who work on company premises for more than eighty (80) consecutive hours will have the field service premium removed until they return to work in the field.
- c. Other service Employees required to work off Company premises for more than two (2) hours will be paid field premium for the entire schedule in addition to any other applicable premium.
- d. Any service Employee designated by their supervisor to work on customer equipment outside of the shop will be paid the field service premium after two (2) hours for the work performed. For greater clarity, the premium only applies to the work performed outside. This premium will be in addition to any other applicable premium.

**3. Travelling Time:**

- a. Employees required to work off Company premises will be paid travelling time when travelling by any means. Travelling time will be the time between the Employee's departure from his initial location that day and his arrival at his accommodation for that night.
- b. Rates for travelling time are as follows:
  - i. If no productive work is done on any calendar day then the rate of travelling time for that day will be straight time. The only exception to this is Saturdays, Sundays and General Holidays when the rate will be time and one-half. This will be in addition to General Holiday pay.
  - ii. If productive work is done on the same day as travelling, then time paid for the travelling after eight (8) hours [eight (8) hours combined work time plus travelling time] will be at the applicable overtime rate.
  - iii. When travelling and working on Saturday, Sunday and General Holidays, all travel and working time will be paid at double the regular hourly rate of pay. This will be in addition to General Holiday pay. All field service travel time to be at straight time rates when public transportation is used.

- c. If reasonable sleeping accommodation is available, time ceases at 9:00 p.m. and commences at 8:00 a.m. the following day. Hotel and meal expenses will be paid in addition to travel time upon presentation of receipted expense accounts.
- d. Travel time on Sundays and General Holidays to be approved by the Company or customer where possible.
- e. The Company shall ensure that no work shall be performed unless there is a minimum of two (2) people on the job.
- f. The Union and Company will continue to look at new technology on an ongoing basis to ensure the safety of our Employees.

**4. Lay Over Time:**

- a. When an Employee is required to lay over at a customer's location at either customer or Company request to be available for work immediately when the opportunity affords, the Employee shall be paid nine (9) hours at straight time rate for each day of lay over. This shall also apply in situations where the Employee is waiting either for parts or for transportation to become available.
- b. If in travelling an Employee is forced to lay over at an intermediate point and if the total time logged that day is less than nine (9) hours the Employee will be paid lay over time so that the combined work time plus travel time plus layover time for that day is nine (9) hours.
- c. If upon his arrival at his destination no work is immediately available and if the total time logged that day is less than nine (9) hours the Employee will be paid at straight time rate so that the combined work time plus travel time plus lay over time for that day is nine (9) hours. In such cases the Employee shall make every effort to contact the Service Manager or Foreman.
- d. The rate for lay over time will be straight time. The only exception to this is on Saturdays, Sundays and General Holidays when the rate is time and one-half. This will be in addition to General Holiday pay.

- 5. Customer's Employees will be permitted to assist any Employee covered by this Agreement in performing service work during field service.

**ARTICLE 15 – HEALTH AND WELFARE**

**1. Benefits:**

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

- a. Alberta Health Care.

### **Cummins Flex Plan Benefit Program**

The Cummins Flex Plan benefits program includes extended healthcare, pharmacy, vision, dental, life insurance, short-term and long-term disability, and Employee assistance program benefits, and in some cases, an Employer contribution to a Health Care Savings Account.

Effective January 1, 2022, eligible Employees, as defined in the program documentation, may participate in the Cummins Flex Plan benefits program, choosing the Bronze, Silver, or Gold plan. During the term of this Agreement, the Employee cost share for the Bronze, Silver or Gold plan will be the same as non-bargaining Employees. The Employer's contribution to the Health Care Spending Account associated with enrollment in the Bronze and Silver plans will also remain the same as non-bargaining Employees. The Employer may change some or all plans in the Cummins Flex Plan benefits program during the term of this Agreement. The Employer will notify the Union and Employees should substantive changes be made to any plans in the Cummins Flex Plan benefits program.

Your level of participation in Bronze, Silver, or Gold, may be changed once per year at the designated time or if you have had a life changing event (childbirth, death, marriage etc.).

### **Sick Leave and Flex Credits**

Effective January 2022, the company shall grant sick leave and flex credits to each Employee. These credits shall be granted on the following basis:

- i. At the beginning of each calendar year with the company, an Employee shall receive an annual fifty-six (56) hours of sick time credits and twenty-four (24) hours of flex time credits.
- ii. A new Employee shall not receive sick nor flex time credits until they have completed their probationary period. When the probationary period is completed, sick leave credits will commence from the Employee's seniority date, pro-rated based on the calendar year.
- iii. The company shall, to the extent that sick and flex leave credits are available, pay to an Employee who reports sick on a regular workday the equivalent of the wages they would have earned at their current rate of pay for their normal hours of work and reduce their sick leave credits by the number of hours that correspond with the number of hours that they would have normally worked.

- iv. Sick leave shall be granted for any illness or attending to medical appointments. Sick time is not to be used for any purpose other than legitimate illness. Sick time may be used for attending to family medical emergencies.
- v. It is the responsibility of the Employee to immediately notify their department supervisor/manager of an absence due to illness. If there is no notification, absence may be considered absence without pay.
- vi. Flex credits may be used for appointments, sickness, or personal leave.
- vii. All sick time credits and flex time earned in a calendar year must be used within the calendar year. No carryover of sick time credits nor flex time will be permitted. No pay nor allowance will be made in lieu of sick time nor flex time. Sick and flex time may be used in half day increments.

## **ARTICLE 16 – GENERAL CONDITIONS**

1. The Company will supply a set of clean coveralls to each Employee in service, shipping and receiving and warehouse department for each day of the week.
2. **Apprentices** - (A person registered under the Alberta Apprenticeship program.)
  - a. An Employee is responsible for registering for an Apprenticeship when indentured. Registration costs (not to be confused with tuition costs) are the responsibility of the Employee.
  - b. The Employee will attend full time apprenticeship training once per calendar year. The enrolment of this training shall be the responsibility of the Employee in consultation with the department manager. This approval shall not be unreasonably denied.
  - c. Apprentices will receive their next classification level and rate upon completion of schooling and hours (hours will be cumulative throughout the whole apprenticeship program) and is retroactive to the 1st day returning to work, if hours are complete, after notification of successful completion of school.
  - d. Any apprentice who continually demonstrates ability, qualifications, and performance commensurate with the requirements of a higher step in the schedule, at any interval, will be advanced to such higher step at the Company's discretion.
  - e. A technician that has completed the three (3) year apprenticeship program and is now a Journeyperson technician may take the fourth (4th) year technical training at an agreed upon time by the Service Manager. This

training will be entirely at the Employees' expense and no increase in salary will be applied once completed.

- f. Apprentices, while attending apprenticeship trade schools, shall not be allowed to return to work prior to completion of their term in trade school.
- g. Reimbursement Schedule
  - i. All apprentices will be paid according to the Supplemental Unemployment Benefit Plan (SUB). This benefit is payable at 95% of the Employees weekly earning while the Employee is serving the two week EI waiting period.
  - ii. The plan provides that the EI benefit rate (gross amount) and the SUB payment will equal 95% of the Employees' weekly earnings.
  - iii. Payment in (i.) & (ii.) above will be made by the Company to the Employees and the Employee(s) will return all EI payments to the Company. The Employee will make every effort to return such payment to the Company by endorsing the EI checks to the Company. If the Employee does not return all EI payments within thirty (30) days of receiving such payments, the Company retains the right to deduct such amounts from the Employee's earnings in two (2) equal bi-weekly installments.
  - iv. Should the SUB plan be discontinued by the government, the Company will pay the 95% of an Employee's weekly earnings for apprentice training.
  - v. The Company will pay one hundred percent (100%) to a maximum of two thousand five hundred dollars (\$2,500.00) for the tuition, textbooks and parking or mass transit fees. Receipts are required. Fees for a second or subsequent attempt will not be reimbursed.
  - vi. The Company will not pay apprentices per the SUB program for second and subsequent attempts for apprenticeship training.
  - vii. All costs incurred and reimbursed to the Employee by the Company for Apprenticeship training programs will have a one thousand (1,000) hour claw back period, pro-rated (example, \$2,500 / 1,000 hours = \$2.50/hr reduction for each hour worked), for each Apprenticeship training program should the Employee choose to resign. This will apply only to two thousand five hundred dollars (\$2,500.00) maximum tuition cost for Apprenticeship training. This will not apply to layoff or termination of employment.

3. **Non Apprenticeship Training** - As the jobs in the bargaining unit change due to new technology, all Employees, will be given the opportunity to be retrained and upgraded. All training will be offered to all Cummins Employees and will not be unreasonably refused. Every attempt will be made to do training on Company time. This training will be at the discretion of Management.

Employees attending training classes during off-shift hours, which are voluntary, will have a hot meal supplied on Company premises delivered from a fast food outlet.

- a. All travel time related to training the Company deems necessary which takes place outside of normal-working hours Monday to Sunday will be paid at regular time rates (no overtime) to a maximum of fourteen (14) hours per day, including driving time.
  - b. Training time the Company deems necessary will be paid at regular rates (no overtime).
4. The Company agrees to provide space for a Union supplied lockable Union Notice Board in each respective lunchroom on which the Union shall be entitled to post official notices for the information of members.
  5. No Employee shall undertake any work outside the Company premises which could be construed in any way as competitive with the Company. Violations of this Clause shall be subject to immediate dismissal of Employee(s) involved. This clause will not apply to Employees on lay-off.
  6. Adequate lockers, lunchrooms and washroom facilities, including hot and cold water and water-less hand cleaner for all Employees shall be provided by the Company. Failure to observe the simple rules of cleanliness and care of Company property may be subject to discipline as provided in Article 10.
  7. No Employee will be paid his final pay until he produces a receipt for any Company-owned tools or equipment or manuals which have been issued to him.
  8. Customer Employees, dealers, dealer Employees and any others which the Company deems in its interests to provide training are to be allowed to work in the shop with or without remuneration, receive instructions, training and work in whatever capacity is needed under the specific program that they are on, so long as no member of the regular Employee group is displaced.
  9. The Union recognizes the right of the Shop and Parts management to perform work incidental to their managerial responsibilities such as the following:
    - a. Instruction of Employees, customer and dealer Employees.

- b. Investigation of troublesome problems.
  - c. Testing new equipment.
  - d. Performance of experimental work.
  - e. Assist any Employee in the installing and lifting of equipment in position.
  - f. Being able to perform parts department functions in case of unforeseen operating emergencies of short duration.
10. The Company agrees to furnish healthy working conditions at all times and to provide adequate and modern devices with regard to safety and sanitation.

A Safety and Health Committee shall be established following provincial regulations for each business. The duties of the Committee shall be, but not limited to:"

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

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

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

- e. Use of a personal cell phone for any personal communications including, phone, text, email or social media is strictly prohibited while on duty, except during Employee breaks; or if it is required for the purposes of Company business; or in the event of an emergency. Phones may only be used in designated areas.
- f. The Company will provide appropriate safety technology for all Employees who work alone and feel at risk.

11. Safety equipment such as welding goggles, helmets, gloves, aprons, safety glasses etc. will be provided at each machine location as required. A panic button for On-Call Employees shall be provided by the Company for any Employee feels at risk during after-hours call in. A safety protocol for emergency situations shall be developed and must be adhered to.
12. It will be common practice to have two (2) Employees on a shift where practicable. If circumstances are such that only one (1) Employee is available for a shift, then that Employee will be restricted to light duty functions, i.e. stocking parts bins and selling parts. The Employee will not be required to perform duties that could endanger him.
13. An Employee injured on the job during his regular shift hours will be paid at his regular rate of pay for the remaining hours of that shift.
14. **Tools:**
  - a. The Company shall provide tool insurance coverage to each eligible Employee to a maximum of thirty thousand dollars (\$30,000.00), with one hundred dollars (\$100.00) deductible per loss. Such coverage shall pay the cost of replacement of tools, tool for tool including tool boxes that becomes lost or damaged due to fire or water or damaged / lost as a result of theft where there is evidence of break and enter into the shop or service vehicle or his place of work. Each Employee will provide an inventory of his tools, with serial numbers where available, on a form supplied by the Company to be eligible for insurance. A digital image may be used to facilitate this requirement. The Company agrees to pay one hundred percent (100%) of the cost of this coverage. An Employee may choose to supplement this coverage with an increased amount of insurance at their own cost.
  - b. The Service Technicians will be provided with an annual tool allowance (excluding GST) of five hundred dollars (\$500.00). The Employer agrees to cover the cost of replacement batteries for tooling. Service Technicians will be eligible for this allowance after one (1) year of service. The choice of supplier will be determined by the individual Employee. Dealers will submit a bill to the Company with the Employee name noted or the Employee must submit receipts. All accumulated receipts will be submitted once per calendar year by the Employee.
  - c. For Employees with more than twelve (12) months of service with the Company, at the Service Manager's discretion, the Company will repair air impact and torque wrenches used exclusively in the repair of Cummins engines. These provisions will also apply to cordless tools used by service technicians. On an annual basis and at the Company's expense, the Company will calibrate torque wrenches used in the business, if determined to be necessary by the torque wrench tester. For purposes of implementation

of this provision, calibrations will be completed within 90 days of contract ratification if determined to be necessary by the torque wrench tester.

- d. Warranties will be covered by the respective manufacturer and handled by the mechanic.

15. **Bereavement:**

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

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

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

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

16. **Boot Allowance:**

The Company shall for each year pay to each Employee three hundred and fifty dollars (\$350.00) for the purchase of safety shoes or safety boots and related accessories. Each Employee is required to wear safety shoes or safety boots. Each Employee must have completed his probationary period to be eligible. Cat boots will not be eligible for reimbursement. Receipts are required for reimbursement.

17. **Jury Duty:**

An Employee summoned to jury duty shall be paid wages based on their base wage rate less any premiums amounting to the difference between the amount paid to them for jury service and the amount that they would have earned had they worked on such days. Employees on jury duty shall furnish the Employer with such statements of earnings as the court may provide. They shall not be required to report to work if less than three (3) hours of their shift remains to be worked.

## **ARTICLE 17 – NOTWITHSTANDING CLAUSE**

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

## **ARTICLE 18 – WAGES, CLASSIFICATIONS AND PREMIUMS**

Refer to Letter of Understanding #1 for all existing employee's and new hire's wage charts.

### **VARIABLE COMPENSATION**

- a. Employees are eligible to participate in the Variable Compensation Plan at 4% for every calendar year.

Example:

- Base wage = \$100,000
- Payout factor as per table above for the year
- Variable payout range 0.1 to 2.0 (example based on 1.0 payout range)
- $\$100,000 \times 4\% \times 1.0 = \$4,000$  (prior to taxes)

- b. The payout shall be based on regular hours worked, including shift differential, vacation, holiday pay, and some pay leaves. Responsibility increases in pay and promotions are automatically considered. Variable Compensation is calculated from January 1<sup>st</sup> to December 31<sup>st</sup> of the accrued year and is paid in March of the following year.
- c. Employees must actively be employed on the payout date to receive any payment under the plan unless the Employee leaves due to retirement.

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

- a. **\*JOURNEYPERSON H.E.T. (Heavy Equipment Technician** – One who holds any of the H.E.T. Journeyperson's tickets or equivalent as determined by the Alberta Apprenticeship Board (excluding H.E.T. – Transport Trailer Mechanic), and is qualified to troubleshoot and make necessary repairs in the shop and particularly on field service trips, sometimes under difficult climatic and working conditions. Must be able to improvise and make decisions on the job. Requires no supervision.

Journeyperson automotive technicians hired, or currently employed by Cummins, will be included in this classification.

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

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

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

Disassemble engines, modules, and related components with journeyperson technician guidance, steam clean equipment, clean various used engine/module parts to Cummins specifications, install engines into power modules with journeyperson technician guidance, clean tools, bench areas, and powered industrial vehicles, perform maintenance services and inspection on shop equipment, maintain shop space, support business in various other tasks as required such as sand blasting, glass beading, parts washing, oil changes etc. and participate in Cummins safety programs. Ratio of Generalists to Journeyperson Technicians will be no more than 1.75:1.

Mechanic Generalist Truck Shop will be 1 generalist per shift.

## 2. RECLASSIFICATION

- a. A Journeyperson Technician requesting a transfer into the Rebuild department will be reclassified as a Specialist Mechanic on transfer.

- b. A Journeyperson Technician transferred by the Company to the Rebuild department will not be reclassified.
- c. Journeyperson Technicians currently working in the Rebuild department will not be reclassified.
- d. Specialist Mechanics Technician performing work outside the Rebuild department for a period of time in excess of eight (8) hours and for all hours off Cummins Canada's ULC Edmonton property shall receive the Journeyperson Mechanic Technician rate for all hours worked.

### 3. PARTS CLASSIFICATION DESCRIPTION

- a. **JOURNEYPEPERSON PARTS TECHNICIAN** - Any Employee who is in possession of an Alberta Journeyperson Parts Technician Certificate, primarily engaged in parts lookup and identification and sale or supply of parts to both internal and external customers. He/she may work in other areas of the parts department from time to time as required.
- b. **APPRENTICE PARTS TECHNICIAN** - An Employee who is indentured to the three (3) year Apprenticeship Parts Technician Trade Program governed by AIT.
- c. **SHIPPER and RECEIVER** - An Employee who is primarily engaged in shipping and receiving. He/she may work in other areas of the Parts department from time to time, as required.
- d. **WAREHOUSE PERSON** —An Employee who is primarily engaged in warehouse duties, including picking, checking off stock, physically locating items, and maintaining/organizing activities for the bin and department.
- e. **PARTS ADMINISTRATOR** – An Employee who is primarily engaged in administrative duties including core and returns processing.

A Warehouse person is not to be confused with a Parts Apprentice or Shipper Receiver/person

Should an employee moving from shipper/receiver to parts apprentice earn more than the minimum parts apprentice rate, they shall keep their current rate of pay.

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

### 4. PREMIUMS FOR PARTS AND SERVICE

A	Lead Hand	\$2.50
B	Second Shift Rotational shift	\$2.25
C	Second Shift Permanent shift	\$4.25
D	Field	\$4.00*
E	Parts out-of-City of Edmonton	\$1.00
F	Tuesday to Saturday rotational shift	\$1.00
G	Tuesday to Saturday permanent shift	\$2.25
H	Early Morning Shift	\$4.00
I	First Aid Treatment	
	OFA Level 1	\$0.60**
	Designated OFA Level 2	\$1.10

\*Inclusive of first aid premium (Field service all hours worked)

\*\*Rotational: First aid attendants will be assigned on a rotational basis for one (1) month increments. Employees must be on company site to receive first aid premium. Overtime rates shall not apply to the premium.

Changes to premiums as a result of the ratification of the 2025 CBA will take effect no later than 45 days following the ratification of the contract. First aid premium will be paid to 1 employee per shift in each of the business units. If the shifts do not overlap an additional first aider will be assigned.

Overtime rates shall not apply to the premium.

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

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

6. **LEAD HAND**

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

## **ARTICLE 19 – PENSION PLAN**

1. All Employees covered by this Agreement shall participate in a Defined Contribution pension plan as set forth in an agreement between the Employer and the plan provider. Vesting of all participants will be immediate upon enrollment in the plan.
2. Employees hired on or prior to April 29<sup>th</sup>, 2014.
  - a) The Employee shall contribute to the plan 2-4% of the Employee's pay for all hours worked. All hours worked include regular pay, overtime pay, vacation, statutory holidays, retroactive eligible pay, and all premiums. It is the sole responsibility of the Employee to notify, in writing, to the Employer what level of contribution they wish to make. If no indication is given to the Employer, the default amount of the contribution will be 4%. Employees can change their contribution level at any time.
  - b) The Employer will make contributions equal to 5% of an Employee's eligible hours worked based on the Journey Mechanic Technician rate. All hours worked include regular pay, overtime pay, vacation, statutory holidays, retroactive eligible pay and all premiums.
3. Employees hired after April 29<sup>th</sup>, 2014
  - a) The Employee shall contribute to the plan 4% of the Employee's pay for all hours worked. All hours worked include regular pay, overtime pay, vacation, statutory holidays, retroactive eligible pay, and all premiums.
  - b) The Employer will contribute to the plan 5% of an Employee's pay for all hours worked. All hour's work includes regular pay, overtime pay, vacation, statutory holidays, retroactive eligible pay and all premiums.
4. The Employer acknowledges this Article and will follow Alberta legislated pension laws.

## **ARTICLE 20 – RETROACTIVE PAY**

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

## **ARTICLE 21 – DURATION OF AGREEMENT**

1. The Agreement shall be a three (3) year contract effective from January 1, 2025 to May 30, 2028 and every year thereafter unless either party shall, not less than sixty (60) days and not more than one hundred and twenty (120) days preceding the expiry of the term of the Collective Agreement, give notice to amend or terminate the Agreement, When such notice is given, this Agreement shall remain in effect while negotiations for a further Agreement are being carried on.

## **ARTICLE 22 – UNION MANAGEMENT COMMITTEE**

A Union Management Committee shall be established consisting of union and management representatives. Shop stewards, Union business agent and management are invited to attend. Non-attendance of some committee members will not require the meeting to be postponed or cancelled. The parties shall meet once every three (3) months for the purpose of discussing issues related to the workplace that affect the parties or any Employees bound by this agreement. Any items already addressed by this Collective Agreement, shall not be a part of Union Management meeting agenda.

The parties to this Agreement recognize that changes and improvements in the methods, processes and means of operating are desirable and shall therefore be encouraged. However, the parties also recognize that such substantial changes and improvements can have a far-reaching effect on the job status of employees. For this Agreement, technological changes shall mean a significant change in methods, process and means of operating which result in a significant effect of the job status of employees. As these changes come up, the union and the company will discuss as a part of the regularly scheduled union management committee meetings.

Focus areas of technological change discussions may include but are not limited to:

- Available details on the changes,
- Potential impacts to employees
- Bumping opportunities if reductions are anticipated
- Training opportunities.

**Memorandum of Agreement**

between

Cummins Canada ULC Edmonton

and

International Association of Machinists and Aerospace Workers, Local Lodge 1722

With the signatures set below, the parties have agreed to the Memorandum of Agreement dated on October 21<sup>st</sup>, 2025.

For:



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

A handwritten signature in black ink, appearing to read 'Victor Quintanilla', written over a horizontal line.

Victor Quintanilla  
Business Representative/Organizer

Signature: A handwritten signature in black ink, appearing to read 'Michael Smith', written over a horizontal line.  
Michael Smith (Jan 15, 2026 14:18:36 MST)

Troy Dixon

Signature: A handwritten signature in black ink, appearing to read 'Kody Halkyard', written over a horizontal line.  
Kody Halkyard (Jan 15, 2026 13:33:05 MST)

Kody Halkyard

Signature: A handwritten signature in black ink, appearing to read 'Troy Dixon', written over a horizontal line.  
Troy Dixon (Jan 15, 2026 16:40:42 MST)

Mike Smith

For:



**Cummins Canada Inc.  
In the Province of Alberta**

A handwritten signature in black ink, appearing to read 'Shawn Yuzik', written over a horizontal line.

Shawn Yuzik VP – Operations Canada

A handwritten signature in black ink, appearing to read 'Wagas Awan', written over a horizontal line.

Wagas Awan

A handwritten signature in blue ink, appearing to read 'Ted Vanoni', written over a horizontal line.

Ted Vanoni

## **LETTER OF UNDERSTANDING #1**

between  
Cummins Canada ULC – Edmonton (the “Company”)  
and the  
International Association of Machinists and Aerospace Workers, Local Lodge 1722 (the “Union”)

### **PERFORMANCE MANAGEMENT AND WAGE RATES**

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This LOU, for the term of this agreement, will supersede the current pay language in Article 18 with regards to wage rates.

In order to promote employee growth and development, the company will implement a performance management program. Details associated with the program are on the company internal site.

The performance management process may vary between departments and classifications. The Company reserves the right to modify, change and terminate such program at any time. The Company will use the output from the Employee performance management process to identify and compensate exceptional performers, solid performers, and low performers.

On April 1, 2025, employees who received a rating of 2 in all classifications shall receive a performance-based merit increase of 2.98%. Employees who received a rating of 1 in all classifications shall receive a 5.96% increase. Employees who received a rating of 3 will be placed on a Performance Improvement Plan (PIP) and will not receive any merit increase and the minimum rates in the wage table shall not be applicable.

On April 1, 2026, employees who meet expectations in all classifications shall receive a performance-based merit increase determined by the prior year’s performance, or a standard 2.5% minimum increase, whichever is greater. Employees who Exceed Expectations in all classifications shall receive a performance-based merit increase determined by the prior year’s performance, or a standard 3.375% minimum increase, whichever is greater. Employees who Far Exceed Expectations in all classifications shall receive a performance-based merit increase determined by the prior year’s performance, or a standard 5% minimum increase, whichever is greater. Employees who do not meet expectations will be placed on a Performance Improvement Plan (PIP) and will not receive any merit increase and the minimum rates in the wage table shall not be applicable.

Meets expectations payout factor 1.0 of the meets expectations increase.  
Exceeds expectations payout factor 1.35 of the meets expectations increase.  
Far exceeds expectations payout factor 2.0 of the meets expectations increase.

Journeyman Parts Technicians will have a yearly wage cap increase of 1% from the previous years wage rate starting in 2026 and continuing of the duration of this contract as outlined in the wage table. If merit increases would bring a Parts Technician above

the designated wage cap, they will receive the remaining portion above the wage cap as a lump sum payment on April of the same year.

- (a) the employee's wage rate shall progress to the PM wage rate provided for in the wage grid in this LOU in respect of their classification; and
- (b) the balance of the applicable increase which would exceed the applicable PM wage rate will be converted to, and paid as, a lump sum payment based on 2,080 hours of work in the applicable year.

Any resulting lump sum payment will be paid to an employee on the same pay date that the merit increase takes effect in April.

Example of April 2026 if the merit increase was 3% for Canadian employees for that year.

All employees except for Journeyperson parts technician:

- Any employee who does not meet expectations would receive no increase.
- All employees who met expectations would receive a 3% increase based on their December 31, 2025 rate of pay.
- All employees who exceeded expectations would receive a 3.75% increase based on their December 31, 2025 rate of pay.
- All employees who far exceeded expectations would receive a 6% increase based on their December 31, 2025 rate of pay.
- All employees hired in Q4 of the prior year will receive the same increase as Edmonton bargained employees who met expectations

Journeyperson Parts Technicians example for 2026 through 2028:

Parts technician in this example makes \$48.00 per hour and the meets expectations increase for Canadian employees in this example is 3%.

- Any employee who does not meet expectations would receive no increase.
- All employees who met expectations would receive a 3% increase based on their December 31, 2025 rate of pay.
  - 3% would take this employee to \$49.44 which is \$1.03 above the wage max for a Journeyperson parts technician.
  - This employee would see their rate progress to \$48.41 and receive a lump sum payment of \$2,142.40
- An employee who exceeded or far exceeded expectations would see a greater lump sum bonus as consistent with the example above.

On April 1, 2027 and 2028, employees will be considered for pay increases in the same manner as 2026.

2024 new hire rate	2024 average	Wage Table	Apr 2025 Min hire rate
48.32	51.42	Journeyman Technician	\$ 49.76
48.32	51.42	Crankshaft Grinder Technician	\$ 49.76
45.90	50.86	Specialist Technician	\$ 47.27
25.13	26.01	Service Support Staff	\$ 25.88
28.99	29.62	Mechanic Generalist	\$ 29.85
<b>Parts Department</b>			
32.46	34.38	Shipper/Receiver	\$ 33.27
25.43	25.98	Warehouse person	\$ 26.07

2024 new hire rate	2024 average	Wage Table	Apr 2025 Min hire reate	Apr 2025 Max rate	Apr 2026 Min hire rate	Apr 2026 Max rate	Apr 2027 Min hire rate	Apr 2027 Max rate	Apr 2028 Min hire rate	Apr 2028 Max rate
43.86	46.54	Parts Journeyman Technician	\$ 45.17	\$ 47.93	\$ 45.62	\$ 48.41	\$ 46.08	\$ 48.89	\$ 46.54	\$ 49.38

At no point shall an employee fall below the minimum new hire rate of pay unless they have had a performance rating of does not meet expectations.

Should an employee moving from shipper/receiver to parts apprentice earn more than the minimum parts apprentice rate, they shall keep their current rate of pay.

The company will provide the union with an updated wage table each year by April 1 for 2026, 2027 and 2028.

Employees who were not present during the merit cycle in any given year will have their rate of pay reviewed within 90 days of their return to work and placed appropriately compared to peers at the Company's discretion.

Employees who are hired in Q4 of any given year will not participate in the performance management cycle however will receive the country merit budget for a "meets expectations" or the minimum guarantee for that year, whichever is greater in April of the following year. Employees who are hired between January 1 and April 1 and are not making the minimum hire rate in April, will have their wage adjusted up to the minimum hire rate for the current year.

\*\*effective April 2026, minimum hire rate wages will increase by the country merit budget for "meets expectations" or the minimum guarantee for that year, whichever is greater for all classifications with the exception of the Parts Journeyman Technicians. Parts Journeyman Technicians minimum hire rate will progress as outlined in the chart above.

Employees who were not present during the merit cycle in any given year, will have their rate of pay reviewed within 90 days of their return to work and placed appropriately compared to peers at the company's discretion.

Journeyman Technicians, Parts Journeyman Technicians minimum hire rate will progress as outlined in the chart above.

The company will pay a one time only signing bonus of \$1,000 per employee and will be paid on a separate check within 30 days of the signing of the contract.

The Company and the Union agree to review this program upon the expiration of this Collective Agreement with the intent that it will replace the wage language in the Collective Agreement.

## **LETTER OF UNDERSTANDING #2**

between  
Cummins Canada ULC – Edmonton (the “Company”)  
and the  
International Association of Machinists and Aerospace Workers, Local Lodge 1722 (the “Union”)

### **UNION MANAGEMENT COMMITTEE**

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

## **LETTER OF UNDERSTANDING #3**

between  
Cummins Canada ULC – Edmonton (the “Company”)  
and the  
International Association of Machinists and Aerospace Workers, Local Lodge 1722 (the “Union”)

### **STUDENT – PARTS DEPARTMENT**

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This letter of understanding is without prejudice or precedent and is being written for the purpose to enable the Employer to hire temporary parts and warehouse Employees for peak season vacation coverage for Employees on an approved leave. The successful candidates will be hired on a temporary full-time basis for a period expected to be no more than four (4) months. If the employee works for more than 4 months, they will be eligible for recall.

- Maximum of four (4) students at any one time to work in the warehouse.
- A student shall be defined as someone attending an educational institution on a regular full-time basis.
- Students may be employed for vacation relief during the summer break from June 15<sup>th</sup> to September 15<sup>th</sup> and December 18<sup>th</sup> to January 8<sup>th</sup>.
- They will generally perform duties involved in packing, picking, shipping, stocking and other warehouse duties. I.E., inventory counts, processing factory stock order, loading & unloading stock trucks, etc.
- If a student is hired their seniority will be of the hiring year retro to the date of hire after probation.
- Wages \$20/hour.
- Will not accrue seniority from previous year.
- All other terms and conditions of the Collective Agreement will apply except as outlined herein.
- This Letter of Understanding is made without prejudice to the Collective Agreement and may be canceled, by either party giving thirty (30) days written notice to cancel. The parties will meet as required to discuss and resolve any issues arising from this Letter of Understanding.

## **LETTER OF UNDERSTANDING #4**

between  
Cummins Canada ULC – Edmonton (the “Company”)  
and the  
International Association of Machinists and Aerospace Workers, Local Lodge 1722 (the “Union”)

### **RECIPROCITY AGREEMENT**

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WHEREAS Cummins has operations represented by IAM 1722 in Edmonton and Calgary, Alberta.

AND WHEREAS Cummins also has non-union operations in Alberta and the Northwest Territories.

AND WHEREAS, from time to time, there is a requirement, as part of rehabilitation, to relocate a sick or injured employee from one location to another or to relocate an employee from one location to another for the purposes of training, assistance in workloads or to avoid layoffs, the parties agree as follows:

1. The Business Representative of IAM 1722 shall be notified that an employee is relocating into or out of one of the two unionized locations in Alberta.
2. All Terms and Conditions of the Applicable Collective Agreement, which applies to an employee (the “Home Collective Agreement”) who moves from a unionized location to another location, pursuant to this agreement, should continue to apply for the duration of the relocation.
3. Without limiting the generality of paragraph 2, a unionized employee relocating from their “home” workplace will continue to accrue seniority at their “home” workplace. An employee who is moved from a non-union location to a union location will not accrue seniority in the new location.
4. When an employee is relocated from a non-union location to a unionized location, that employee will be covered by all the terms of the applicable collective agreements, except for benefit plans and union membership. Cummins shall pay to IAM Local 1722 the equivalent of union dues on behalf of that employee for the period the employee is working at the union location.
5. Relocations to or from a union location will not exceed 90 days. Cummins further agrees that a relocation from or to a union location will not negatively impact full time work available to employees represented by IAM 1722 at the two union locations in respect of the position which is relocated.

6. Cummins agrees that any relocation to or from a union location will not limit the availability of overtime available to the regular, full-time employees at the union locations in respect to the position being relocated.
7. In the event an employee, covered by a Collective Agreement, is relocated to the other union location and that employee wishes to apply for an available/open position, that employee will have no seniority for the purposes of bidding on that position. All other provisions of the new location's Collective Agreement will apply to the relocated employee on their first day, except for benefit plans. Only upon filling a posted position will the employee switch benefit plans.
8. In the event an employee, not covered by a Collective Agreement, has been relocated to a union location pursuant to the terms of this agreement and that employee wishes to apply for an available posted position, that employee will have no seniority for purposes of bidding on that position.

## **LETTER OF UNDERSTANDING #5**

between  
Cummins Canada ULC – Edmonton (the "Company")  
and the  
International Association of Machinists and Aerospace Workers, Local Lodge 1722 (the "Union")

### **COVID-19 TEMPORARY MEASURES ASSIGNED TO HOME PAY UNDER CEWS FEDERAL PROGRAM**

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The purpose of this letter of understanding is to address the COVID-19 pandemic and the Company's desire to vary its existing pay practices on an exceptional and temporary basis.

This letter is on a without prejudice and without precedent basis. Nothing in this letter will be construed as altering the existing terms and conditions of the Collective Agreement or the Company's existing practices. Except as expressly provided herein, all benefits, entitlements and rights under the Collective Agreement will be maintained and applied as if normal work is being performed.

The Company may, in its sole and unfettered discretion, provide any employee with their rate of pay for their normally scheduled shift, without requiring the employee to either attend at the Company's premises or perform work for some or all of their normally scheduled shift (hereinafter "Assigned to Home Pay"). The Company may, in its sole and unfettered discretion, choose which employee(s) will be sent home with pay under this agreement regardless of seniority or department but agrees not to do so if it conflicts with Union rights as described in the Collective Agreement.

The parties agree that an employee who receives Assigned to Home Pay pursuant to this letter is not entitled to any meal allowances, shift premiums, pay for work on a day of rest, minimum pay allowances or recompense (including without limiting the generality of the foregoing such allowances, premiums, pay or recompense provided for in the Collective Agreement) for any hours, shifts or workdays in which Assigned to Home Pay is provided. The parties further agree that any hours for which an employee receives Assigned to Home Pay under this letter do not count towards the employee's hours for the purposes of determining any overtime entitlements.

The parties agree that the Company can, in its sole and unfettered discretion and without notice to the Union, revoke this letter, and cease the payment of Assigned to Home Pay at any time. The parties agree that this Letter of Understanding will terminate upon the ending of the Federal CEWS program.





**REFERENCE ONLY - MINIMUM RATE SCALE**

READ  
 "LOU #1 - PERFORMANCE MANAGEMENT AND WAGE RATES"  
 FOR FURTHER CLARIFICATION

	<b>Service Department</b>	Apr 1 2025 2.98%	Apr 1 2026 2.5%	Apr 1 2027 2.5%	Apr 1 2028 2.5%
A	Journeyman Technician	51.77	53.06	54.39	55.75
B	Crankshaft Grinder Technician	51.77	53.06	54.39	55.75
C	Specialist Technician	49.17	50.40	51.66	52.95
D	3 <sup>rd</sup> Year Apprentice Technician	48.15	49.35	50.58	51.85
	2 <sup>nd</sup> Year Apprentice Technician	41.41	42.45	43.51	44.60
	1 <sup>st</sup> Year Apprentice Technician	36.24	37.15	38.08	39.03
E	Service Support Staff	26.92	27.59	28.28	28.99
	Steam Cleaner / Tool Crib				
	Janitor / Maintenance				
F	Mechanic Generalist	31.06	31.84	32.64	33.46

	<b>Parts Department</b>	Apr 1 2025 2.98%	Apr 1 2026 2.5%	Apr 1 2027 2.5%	Apr 1 2028 2.5%
A	Journeyman Technician	46.99	48.17	49.37	50.60
B	3 <sup>rd</sup> Year Apprentice Technician	43.71	44.79	45.91	47.06
C	2 <sup>nd</sup> Year Apprentice Technician	37.59	38.53	39.49	40.48
D	1 <sup>st</sup> Year Apprentice Technician	32.88	33.70	34.54	35.40
E	Shipper/Receiver (2.5%)	34.78	35.65	36.54	37.45
F	Warehouse Person (2.5%)	27.25	27.93	28.63	29.35

## CALENDAR 2025

<b>January</b>						
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<b>February</b>						
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<b>April</b>						
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<b>May</b>						
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<b>June</b>						
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<b>July</b>						
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<b>August</b>						
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<b>September</b>						
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<b>October</b>						
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<b>November</b>						
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<b>December</b>						
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## CALENDAR 2026

<b>January</b>						
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<b>February</b>						
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<b>March</b>						
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<b>June</b>						
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<b>July</b>						
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## CALENDAR 2027

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## CALENDAR 2028

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