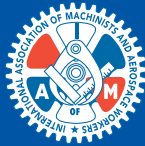


COLLECTIVE AGREEMENT

between

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



and

**LEAVITT MACHINERY GENERAL
PARTNERSHIP**



Effective May 1, 2011 to April 30, 2013

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COLLECTIVE AGREEMENT

between

LEAVITT MACHINERY GENERAL PARTNERSHIP

(Labour Board Certified as Interior Lift Truck Services Inc.)

Hereinafter referred to as the "Employer", Leavitt Machinery

OF THE FIRST PART

-and-

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, LOCAL LODGE 99

Hereinafter referred to as the "Union"

OF THE SECOND PART

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

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

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

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

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

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

ARTICLE 1 – BARGAINING AGENCY

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

ARTICLE 2 – UNION SECURITY

- 2.01** All Employees for whom the Union is recognized as the sole bargaining agency in accordance with Article 1 shall be required to become a member of the Union immediately, and the Union agrees to accept into membership all those who are so employed.
- 2.02** In the event any Employee refuses to join or fails to maintain membership in the Union, the Employer shall, upon being notified by the Union, dismiss that Employee. Provided, however, that the Employer is not bound to dismiss any Employee who is expelled from the Union for other than reasonable cause.
- 2.03** An Employee shall not be discharged while absent on approved leave or while covered by Worker's Compensation or Long Term Disability benefits for a period of up to thirty (30) months, except where the prognosis of the Employee suggests his/her return to the workplace is imminent and therefore he/she shall not be terminated from employment, except that layoff due to lack of work is excluded from this provision.
- 2.04** An Employee who has become incapacitated by injury or illness which causes him/her to be unable to perform his/her present job will be given preference for a position for which he/she can do or can reasonably be trained to do. The employer will not create a job. Upon return, if the Employee does not work in the position he/she held prior to the injury or illness, the wage will be protected for six (6) months. After six (6) months the person will be paid the wage rate for the position assigned and worked.

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

ARTICLE 3 – DUES, DEDUCTIONS AND INITIATION FEES

- 3.01** The Employer agrees to deduct from the wages, STD and/or LTD payments of each Employee, upon written authorization from the Employee (which the Employer shall submit to the Employee for signature at the time of hire), such monthly dues or assessments as are provided therein. This authorization will be forwarded to the Union Office within 30 days of the employees first day worked.
- 3.02** Notification of any change in dues or assessment shall be given by the Union to the Employer at least thirty (30) days in advance of a change in deduction.
- 3.03** The money deducted each month shall be forwarded to the Union Office not later than two (2) weeks following the date of deduction, together with a statement of Employee's names and the amount and purpose of each deduction.
- 3.04** The Union may request, by providing thirty (30) days notice, and the Employer will provide a current full bargaining unit list including names, addresses and phone numbers twice per calendar year.

ARTICLE 4 – SENIORITY

- 4.01** A current seniority list by layoff classification per branch will be provided to the Union every six (6) months (January and June).
- 4.02** Employees who have only held positions outside of the departments relating to the bargaining unit shall not hold bargaining unit seniority.
- 4.03** Any Employee reverting to bargaining unit status after ninety (90) days has elapsed since the date of transfer shall be classified no higher than the “A” wage rate of any category.
- 4.04** Seniority shall be held only in the Branch where the Employee is currently employed. However, if an Employee transfers to another Branch, seniority shall be retained from the date of hire. For the purpose of this Agreement, a Branch is defined as one or more places of business operated by the Employer in a geographical locality or municipality. (see Letter of Understanding #9 RE: New Facility)
- 4.05** **Permanent Employees:** shall serve a probationary period of one hundred and eighty (180) consecutive calendar days. Seniority shall become effective when an Employee completes the probationary period and shall be dated retroactively to the date of hire.
- Permanent Part Time Employees:** Is any Employee who works less than a full shift or week on a regular basis. An Employee who works twenty (20) hours or more will have benefits and statutory holidays paid on a prorated basis.
- Temporary Employees:** Part time or full time to a maximum of ninety (90) days. Summer students to a maximum of the University break.

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

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

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

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

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

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

If an Employee transfers to a position outside of the bargaining unit, seniority shall be maintained but not accumulated.

4.06b Seniority shall be broken by:

- (a) Voluntarily quitting the job
- (b) Over-extending an authorized leave-of-absence.
- (c) Discharged for just cause.
- (d) If an Employee fails to return to work within two (2) weeks notice requiring him/her to do so following layoff.

4.07 Seniority shall be considered to end when an Employee has been discharged or voluntarily leaves the service of the Employer, or has been laid off for a period exceeding twelve (12) months. In the event it

is found that an Employee is wrongfully discharged, that Employee shall not suffer any loss of seniority if reinstated.

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

- 5.01** Where a vacancy occurs or a new job is created, notice will be posted on bulletin boards for a minimum of five (5) working days. The notice shall set out the job classification, location and qualification required. When the manpower level is not being increased, a posting will include the notation "Restricted to applicants from within the Branch."
- 5.02** Applications for vacancies shall be directed to the Human Resources Department via the applicant's immediate Supervisor, or via the Service Clerk. The Employer may reject an application for a posting to another Branch from an Employee who has less than one (1) year seniority or from an Employee who was transferred less than one (1) year prior to the posting.
- 5.03** Where reasonably possible applicants will be notified of their application status, so that applicants may have an opportunity to bid for any other vacancy that may occur pending award of the original vacancy.
- 5.04** When no suitable applicant is found within the Branch where the vacancy occurs, the position may be awarded to an applicant from another Branch or to an outside applicant.
- 5.05** In filling new positions or vacancies, including promotions, the job shall be filled on the basis of seniority, training, experience, and the ability to perform the duties required for the position.

- 5.06** Lay-off criteria will be in reverse order to seniority, which means the least senior Employee of a classification in a Branch affected will be laid-off first, except as noted herein.
- 5.07** Recall of laid off Employees will be carried out in order of seniority. The most senior Employee of a classification in a Branch affected shall be recalled first by means of telephone contact and a letter. Where an Employee is not contacted by telephone, a registered letter shall be sent to their last known address. The Employee must respond within 10 calendar days excluding Saturdays, Sundays and Statutory Holidays from the date such letter is mailed.
- 5.08** The mandatory recall period will be effective for twelve (12) months following layoff. If an employee elects to take his/her severance pay before twelve (12) months time that employee would forfeit his/her recall rights.
- 5.09** Providing an Employee is not working, Alberta Health Care premium sharing and Extended Health Insurance benefits found in clause 15.01 will be provided to the laid off Employee until the end of the month following the month of layoff.
- 5.10** Job classifications for the purpose of layoffs, and job transfers allowed within those classifications due to a lack of work, are identified in Schedule "B" which is attached hereto.
- 5.11** If there are no Employees on lay-off status at a Branch where a vacancy occurs Employees on lay-off status at other Branches will be given an opportunity to fill the vacancy, provided the Employee has the qualifications and demonstrated ability to perform

the job (of which the Employer shall be the sole judge), before the Employer hires from outside.

- 5.12** When business conditions exist, an Employee on layoff may be recalled to perform work for a short term or temporary nature. The nature and duration of the work will be discussed with the Employee prior to the Employee returning to work.

If an Employee refuses a recall for short term or temporary work, the Employee's recall rights per 5.08 will not be affected.

5.13 Branch Closure

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

5.14 Temporary Transfers

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

Any employee who accepts a voluntary temporary transfer assignment to another branch will only be

paid for hours worked per day. There will be no pay for travel time or accommodations unless previously approved by management.

ARTICLE 6 – HOURS OF WORK AND OVERTIME

- 6.01** This Article, where it defines the normal hours of work and workweek, shall not be construed as a guarantee of hours of work per day or per week, but merely provides the basis for the calculation of overtime. Neither shall it serve as a restriction on the scheduling of a longer or shorter day or workweek.
- 6.02** The Employer agrees to notify and meet with the Union before making a change in the normal hours of work or shift rotation schedules, and further agrees that seven (7) days notice shall precede the effective date of any changes. Establishment of a new or different shift which requires modification or signing-off of any provision in this Agreement shall be subject to mutual agreement between the Union and the Employer. The Union will reasonably consider all requests by the Employer to add new or different shifts.
- 6.03** The normal workday consists of eight (8) hours, and the normal workweek consists of forty (40) hours, Monday through Friday. Hours worked in excess of eight (8) hours per day or forty (40) hours per week will be paid at the overtime rate of one and a half (1.5) times the regular hourly rate, unless the Employee is working on an approved shift in excess of those hours. Overtime hours worked on Sunday and General Holidays will be paid at two (2) times the regular hourly rate, unless the

Employee is working on an approved shift on those days. (Tuesday to Saturday Shift, see Letter of Understanding).

- 6.04** A day shift shall be considered any shift commencing between the hours of 6:00 AM and 9:00 AM; an afternoon shift will be any shift commencing between the hours of 11:01 AM and 5:00 PM. The ratio of day shift versus afternoon shift worked shall be no less than 2 to 1, respectively, wherever possible.
- 6.05** The hours of work shall be consecutive with the exception of a ten (10) minute rest break during the first four (4) hours of the shift, an unpaid lunch break not to exceed one (1) hour, and a ten (10) minute rest break during the last four (4) hours of the shift.
- 6.06** When overtime work of two (2) hours is to be performed, immediately before or after a regular shift, the Employee shall be given a ten (10) minute rest break adjacent to the shift.
- 6.07** Overtime shall be distributed as equitably as possible, first among all Employees within the department, and then amongst Employees capable of performing the work within the branch or division.
- 6.08** Unscheduled call-in at the end of a regularly scheduled workday will be paid at a minimum of three (3) hours overtime pay. When a person is called in on a scheduled day off or a statutory holiday and is required to work, that person will be paid a minimum of four (4) hours at the regular overtime rates in addition to any statutory holiday pay. However, the Employer may require the Employee to work the three (3) or four (4) hour period.

- 6.09** Parts Counter Sales Employees assigned to scheduled standby duty shall receive \$100.00 per day for each day of standby duty.

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

- 6.10** No other Employee shall be scheduled or required to be on standby. Where standby may be agreed to by the Employee and the Employer, the Employee shall receive standby pay at \$100.00 per day.

- 6.11** It is intended that every Employee should have a full shift break between shifts. In the event that an Employee is recalled to work before a full shift break occurs, he/she shall be considered as still working on his/her previous shift and shall be paid the appropriate overtime rates for work performed after recall.

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

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

- 6.12 Training Pay**

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

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

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

ARTICLE 7 – SATURDAYS, SUNDAYS AND HOLIDAY PAY

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

ARTICLE 8 – PAID HOLIDAYS

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

- (a) If the holiday falls on a normally scheduled workday, then it will be taken on that day.
- (b) If the holiday falls on a scheduled day off, it will be taken on the next scheduled workday.

Holidays will be observed on the following dates:

Statutory Holiday Schedule

Holiday	2011	2012	2013
Victoria Day	Monday, May 23	Monday, May 21	Monday, May 20
Canada Day	Friday, July 01	Monday, July 02	Monday, July 01
Civic Holiday	Monday, Aug. 01	Monday, Aug. 6	Monday, Aug. 05
Labour Day	Monday, Sept. 05	Monday, Sept. 03	Monday, Sept. 02
Thanksgiving	Monday, Oct. 10	Monday, Oct. 08	Monday, Oct. 14
Remembrance Day	Friday, Nov. 11	Monday, Nov. 12	Monday, Nov. 11
Christmas Eve	Monday, Dec. 26	Monday, Dec. 24	Tuesday, Dec. 24
Christmas Day	Tuesday, Dec. 27	Tuesday, Dec. 25	Wednesday, Dec. 25
Boxing Day	Wednesday, Dec. 28	Wednesday, Dec. 26	Thursday, Dec. 26
		2012	2013
	New Year's Day	Monday, Jan. 02	Tuesday, Jan. 01
	Family Day	Monday, Feb. 20	Monday, Feb. 18
	Good Friday	Friday, April 06	Friday, March 29

8.02 In order to receive pay for a Holiday the Employee must have thirty (30) or more days seniority and work on his/her last scheduled shift preceding and the first scheduled shift following the Holiday, unless failure to work on those days is accounted for by a letter in

writing from a qualified medical practitioner to the effect that the Employee was unable to work due to illness, or if in the opinion of the Employer the Employee had a reasonable excuse for failing to work.

- 8.03** Notwithstanding 8.02 an Employee is eligible for this payment provided that a regularly authorized leave of absence has been approved for the date preceding and/or following the Holiday. Such leave must be approved in advance of the Holiday by the Employee's Supervisor.
- 8.04** A limited banking of overtime hours will be permitted. The terms and conditions of this will be covered in a letter of understanding between the Employer and the Union. (See LOU # 2, page 30 attached)

ARTICLE 9 – VACATION WITH PAY

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

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

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

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

9.05 Vacation Entitlement

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

Employment Period	Vacation Entitlement	
1 year or more	2 weeks	4% of gross
2 years or more	3 weeks	6% of gross
5 years or more	4 weeks	8% of gross
10 years	4 weeks + 1 day	8.4% of gross
11 years	4 weeks + 2 days	8.8% of gross
12 years	4 weeks + 3 days	9.2% of gross
13 years	4 weeks + 4 days	9.6% of gross
14 years or more	5 weeks	10% of gross
19 years or more	6 weeks	12% of gross

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

9.06 Where an Employee is absent from work for any reason other than STD, LTD or WCB, for a period exceeding longer than sixty (60) days, vacation credit

accumulation will cease between the sixty first (61) day to the date when the Employee returns to work. Employees who are off work on STD, LTD, or WCB will continue vacation credit accumulation for up to nine (9) months only.

9.07 An Employee is not allowed to work in lieu of taking annual vacation.

9.08 The basis of the calculation for the vacation pay will be 2% of the gross wages for every week of vacation to which the Employee is entitled. The Employee will be paid his/her regular pay for every week of vacation to which he/she is entitled. The variance between the regular pay and the 2% of the gross wages per week will be paid twice a year, on June 30 and the remainder paid out on December 31st of the current year.

Gross Wages (Definition)

For the purpose of this agreement, gross wages will mean all straight time pay, overtime pay, (including that banked), vacation pay (including vacation adjustment), premiums, shift differentials, field pay, regional wage adjustment, holiday pay, call in and standby.

ARTICLE 10 – APPRENTICESHIP ASSISTANCE

10.01 Apprentices attending school shall be paid a bonus equal to the difference between their regular wages, less the EI payments they will receive. This bonus will be paid on the first regular pay day after the apprentice first attends school.

The Company agrees to reimburse apprentices for tuition and books. The apprentice will remain employed with the Company for 12 months following the end of each year of schooling. If the apprentice decides to leave the employment with the Company (quits) before these 12 months, he/she will be required to reimburse the Company for the cost of tuition, books and \$2,500.00 of the bonus paid by the Company, which will be deducted from the final pay.

10.02 Pay rates applying to the four year apprenticeship program will be: 60% first year; 70% second year; 80% third year; 90% fourth year; of the Journeyperson “A” rate. For a three year program the applicable rates will be: 65% first year; 75% second year; 85% third year of the Journeyperson “A” rate. If the Employer does not allow the apprentice to attend school, the normal increased rates of pay will be paid to that apprentice retroactively to the anniversary date, upon successful completion of the test for the applicable year.

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

ARTICLE 11 – GENERAL PROVISIONS

- 11.01** It is agreed between the parties hereto that, except as provided herein, time off shall not be given in lieu of overtime unless in the discretion of the Employer it is deemed necessary or advisable to do so and the Employee agrees.
- 11.02** Without limiting the Union's recognition of Management as found in Clause 14 hereof, the Employer agrees that no member of the Union shall be in a position to exercise any function of management relating to discipline or discharge of any Employee.
- 11.03** Foremen, Supervisors and other Employees outside the bargaining unit shall not perform bargaining unit work, except in the case of instruction or emergency.
- 11.04 Service Department Protective Clothing**
- (A) Coveralls will be supplied and cleaned without charge to those who normally wear coveralls. There will be sufficient number to insure clean coveralls are available.
 - (B) Immersion suits and fireproof coveralls will be made available as a tool room item for those required to wear them on job assignments.
 - (C) Field Serviceperson Uniforms. For those Employees in this classification sixty (60) days prior to and still employed on date of issue, two (2) pairs of uniforms will be issued in May and one (1) pair in November.
 - (D) Field Servicepersons will be provided without charge three pairs of arctic coveralls and cold weather protective gloves. Replacement coveralls and gloves will be supplied upon surrender of an unserviceable pair of coveralls and gloves.

(E) Arctic coveralls and cold weather protective gloves will be available in each branch for other servicepersons on temporary field assignments.

(F) Welders will be provided, without charge, protective gloves. Replacement will require surrender of unserviceable gloves.

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

11.06 Boot Allowance

All Employees whose regular work involves repairing or warehousing activities are required to wear CSA approved safety footwear; whether in the shop, warehouse or performing these activities in other locations.

An employee will receive \$200.00 in the first pay cheque in November of each year for safety footwear, the employee must have completed the probationary period (6 months) by the November payday to receive the allowance.

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

11.08 If an Employee chooses, he/she may review their Branch personnel file with their Supervisor on an

annual basis. Any disciplinary notice older than two (2) years will be removed from the file provided there has been no further discipline imposed during the period.

11.09 Tool Allowance

A Tool Allowance will be paid to Employees in the groups listed below.

Field Person, Mechanics/Apprentices \$625.00

Bench Hands \$175.00

Machinists/Welders/Apprentices \$ 80.00

Licensed Maintenance Persons..... \$ 90.00

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

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

Tool Allowance will be paid out May 1 each year in a separate payment.

- 11.10** Employees called for jury duty or as a Crown Witness will be paid 80% of their normal daily wages (max 8 hrs a day) by the employer to a maximum of 15 working days, unless otherwise agreed upon by management.

- 11.11** When work is required to be performed in temperatures below -30 Celsius adequate protection and some form of heat will be provided to Employees. Both the Employer and Employee agree to cooperate to make certain the work can be completed in a safe and timely manner.

- 11.12** Employees will submit expense reports within one (1) week of incurring expenses when possible and payment of expenses will then be made within two (2) weeks of submission of the report.

ARTICLE 12 – NO DISCRIMINATION

- 12.01** An Employee will not be transferred, dismissed or discriminated against for any lawful Union activity, or for serving in a responsible capacity with the Union, or for reporting to the Union any violation of the provisions of this Agreement.
- 12.02** Any Employee alleging wrongful transfer, dismissal or discrimination, may place his/her alleged complaint before union representatives and if it is merited the complaint shall become a grievance and be subject to the grievance procedure as established in this Agreement.
- 12.03** The Employer and the Union agree there will be no discrimination, intimidation, coercion or harassment exercised or practiced by the Employer or by the Union, or by any of the representatives, with respect to any person because of race, color, religious beliefs, sex, age, marital status, ancestry, or place of origin of that person, or to a person having a mental or physical handicap.

ARTICLE 13 – RATES OF PAY

- 13.01** The Employer agrees that during such times as this Agreement is in force it will pay all persons covered by the terms of this Agreement who are hourly Employees not less than the rates set forth in Schedule "A" – WAGE CATEGORIES, which is attached hereto and made part of this Agreement, and if any Employee is receiving a wage rate in excess of the rates herein contained such wage shall not be reduced by reason of the signing of this Agreement.
- 13.02** In the event that work classifications other than those set forth in Schedule "A" are requested, the Employer and the Union shall meet and negotiate a rate of pay for such work.
- 13.03** Payday shall be every second week on Friday. All accumulated earnings and work hours reported in a two (2) week period shall be remitted on the payday of the week following the pay period. Any errors or omissions shall be corrected by the next normal payday.
- (For Employees working Saturday and/or Sunday, time cards for those days worked must be submitted to their supervisor/administrator by 7:30 AM on the Monday of pay week so that time cards can be processed and forwarded to payroll by 9:00 AM cut off.)
- 13.04** All Parts and Service Employees filling in a premium position get the premium rate of pay for the number of hours spent in that position. A minimum time of two (2) weeks is required and this would not apply to Apprentices on rotation.
- Parts persons scheduled to cover for in store sales will receive the premium wage rate for the time spent in the position.

ARTICLE 14 – MANAGEMENT RIGHTS

- 14.01** The Union recognizes the right of the Employer to exercise the functions of management including, without limiting the generality thereof, the right to hire new Employees and to direct the working force, to promote and demote, transfer, lay-off due to lack of work, suspend or otherwise discipline or discharge for just cause any Employee, subject to the right of the Employee to lodge a grievance in the manner and to the extent herein provided. The Employer agrees to give to the Union reasonable notice of discharge for cause of any Employee. The Employer agrees to use it's authority in a fair and reasonable manner.
- 14.02** The Union also recognizes the right of the Employer to operate and manage its business in all respects in accordance with its obligations and to make and to alter from time to time reasonable rules and regulations, to be observed by Employees, which shall not be inconsistent with the provisions of this Agreement.
- 14.03** The Employees and the Union agree that the foregoing enumeration of Management's rights shall not exclude any other recognized function of management not specifically covered by this Agreement.

ARTICLE 15 – GROUP INSURANCE, SICK BENEFITS, DENTAL & BEREAVEMENT LEAVE

15.01 Entitlement to benefits in this clause commence as follows: after three (3) months of employment eligibility for Alberta Health Care premium share, Extended Health insurance plan coverage, and Long Term Disability insurance; after completing six (6) months of employment an Employee is eligible for Dental Plan coverage, Accidental Death & Dismemberment Insurance, Life Insurance and Dependent Life Insurance.

15.02 Group Insurance – The Employer agrees to share premiums for Alberta Health Care Coverage, with the Employer paying 75% of the premium and the Employee paying 25% of the premium. Premium arrears for coverage prior to employment with the employer is the Employee’s responsibility.

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

The Company agrees to instruct Sun Life to issue Health Benefit Cards for the purchase of prescription drugs.

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

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

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

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

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

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

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

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

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

15.04 Short Term Sickness & Disability Benefits

The employer agrees to maintain an Employer sponsored Short Term Sickness Plan, and all Employees covered by this Agreement shall be entitled to benefits subject to the following conditions:

- Employees must report to their immediate Supervisor or person in charge, and claims will be calculated from the time a report was made.
- Telephone or personal contact must be maintained on a weekly basis.
- The sickness or disability must not be self-inflicted through the use of drugs or alcohol for which they are not under continuous treatment.
- The sickness or disability must not be self-inflicted through disorderly conduct.
- Sickness or disability lasting longer than three (3) days or more must be substantiated with an insurance form completed by the claimant and a qualified doctor indicating that the claimant is unable to work.
- If it is necessary for the Employee to provide additional written information to satisfy the claims adjudicator with respect to the Employee's claim and there is a charge for obtaining that information, the Employer agrees it will pay the cost to a maximum of \$50.00.

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

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

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

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

- 15.05 Bereavement Leave** without loss of pay will be provided upon the death of a member of an Employee's immediate family. The maximum amount of bereavement leave with pay allowed will be three (3) days. The Employee's immediate family shall be defined as an Employee's spouse, parents, grandparents, spouse's grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, plus sons, daughters, brothers, sisters, or their spouses.
- 15.06** The Employer has established an Employee Assistance Program to assist Employees in dealing with personal and family issues (of distress). Information on the program may be obtained at each branch.

- 15.07** When an Employee requests a personal leave of absence without pay, the Employer, taking into consideration the needs of the business, may grant the leave. The Employee will provide the reasons for the requested leave.

ARTICLE 16 – HEALTH & SAFETY

- 16.01** The Employer agrees to make reasonable provisions for the maintenance of acceptable health and safety standards in the workplace and shall comply with the Occupational Health and Safety Act.
- 16.02** Joint safety committees shall be constituted and make monthly inspections of the workplace and equipment. Inspection reports shall be forwarded to Department Supervisors, Union Stewards and the Manager Health and Safety for required action.
- 16.03** Employees who are required by the Employer to take either a defensive driving course or a first aid course will be paid for such time and the course. The Employer agrees to schedule courses during regular working hours.
- 16.04** Any Employee covered by this agreement who obtains a First Aid Certificate acceptable to the Employer will be paid an honorarium of \$150.00 for this upon attainment and subsequent renewals. Where the Employer requires an Employee to obtain a First Aid Certificate, clause 16.03 applies.
- 16.05** Glasses, goggles and face shields will be worn as per the Leavitt Machinery Health and Safety Handbook. These eye protection items will be supplied by the Employer at no charge to the Employee. Prescription safety glasses may be obtained through the

registered plan between Leavitt Machinery and the Optometrist's Association.

ARTICLE 17 – PENSION RIGHTS

- 17.01** All employees covered by this agreement shall participate in a pension plan as set forth in an agreement between the employer and London Life Insurance Company and outlined in 17.02. Alberta Registration # 45883, Policy # 61567, CCRA # 1076694 as amended April 15, 2004 by the employer.
- 17.02** For employees a Defined Contribution plan is in place (per clause 17.01) and the employer will make monthly contributions equal to 5.5% of an employee's earnings into their accounts with the Plan Holder and statements will be provided quarterly per year.
- 17.03** Eligibility for Pension Plan membership will commence after an Employee completes six (6) months of employment. An annual statement by March 31st of the following year shall be given to each Employee participating in the pension plan stating the value of the pension credits earned. Booklets describing benefits provided under the plans shall be made available from the branch Human Resources contact. The official Pension plan document provides a full description of the governing terms and conditions.
- 17.04** The Parties agree to form a Joint Pension Plan Committee as noted below:
1. The parties agree to form a Joint Pension Plan Committee and agree to meet within four (4) months, and thereafter as required.

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

ARTICLE 18 – NO STRIKES AND LOCKOUTS

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

ARTICLE 19 – UNION RIGHTS

- 19.01** The Union shall keep the Employer advised in writing with up to date lists of names of Executive Officers and Stewards who are authorized to act on behalf of the Union with the Employer. The Employer agrees to recognize only those representatives whose names have been submitted in writing. It is understood that members of the Union's Executive and Business Representatives are also designated to act as Stewards.
- 19.02** Stewards shall be selected in any manner the Union decides upon.
- 19.03** Stewards shall be appointed to represent each department at all Branches as may be required from time to time.
- 19.04** Stewards shall meet with representatives of the Employer monthly, if required by either party, in order to discuss problems, which may arise.
- 19.05** In the event of discipline, suspension or termination, the Employee is entitled to Union Steward representation, when available, at his/her request.
- 19.06** Stewards will be allowed a reasonable amount of time per month, up to four (4) hours without loss of pay, to present grievances to representatives of the Employer under Steps 1 and 2 of the Grievance Procedure, provided they first obtain permission from their Supervisor to leave their work assignment.
- 19.07** Employees having grievances shall not discuss them with Stewards during working hours unless they have first obtained permission from their Supervisor. The Employer agrees such permission will not be unreasonably refused.

19.08 The Employer agrees to permit Union representatives a reasonable amount of time off, without pay, to attend to the necessary business of the Union.

19.09 Members of the union bargaining committee will be comprised of union staff and no more than three (3) other company unionized employees.

The company agrees to split 50/50 the wage of two bargaining unit employees to a maximum of 40 hours each. No overtime will be paid. The union is responsible for the cost associated with the 3rd bargaining unit member of the committee.

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

19.10 Bulletin boards will be reserved for the purpose of posting official Union notices and papers. The Union agrees that such notices and papers will not contain references detrimental to the maintenance of a harmonious relationship between the Employer and the Union.

ARTICLE 20 – GRIEVANCE PROCEDURE

- 20.01** The Employer and the Union both agree that the settlement of any dispute or grievance arising out of the terms of this Agreement should, so far as possible, be arranged between the Employer's representative and the Employee or the Union's grievance committee. A difference between the Employer and the Union as to the meaning and application of the provisions of this Agreement shall be considered a policy grievance. All policy grievances will be processed by the Union, and shall be submitted to the Alberta Manager under Step 3 of the Grievance Procedure.
- 20.02** A grievance concerning the discharge of an Employee may be submitted into Step 2 of the Grievance Procedure.
- 20.03** Unless a grievance of an Employee or a policy grievance is presented to the Employer within ten (10) working days from the date when the grievance first arose, or in the case of dismissal of Employees within ten (10) working days of notification to the Union of such dismissal, the grievance is waived and the Employee or the Union shall not be permitted to present the same to the Employer thereafter. Failure of the Employer to respond within its allotted times indicates that it is in agreement with the grievor.
- 20.04** Any complaint, disagreement or difference of opinion between the parties hereto concerning interpretation, application, operation, or any alleged violation of the terms of this Agreement shall be considered a grievance and the procedure of settlement shall be as follows:

- STEP 1:** If the complaint or grievance is not satisfactorily resolved in discussion between the Employee and/or the Union Steward and his/her immediate Supervisor, the grievance shall be set out in writing citing the alleged violation of the Collective Agreement including the Clause(s) affected. It shall be submitted in this form to the immediate Supervisor within the time limits specified in Clause 20.03 (ten days). A decision will be forwarded to the Union Steward from the Supervisor within 5 days of receiving the grievance.
- STEP 2:** If the grievance is not satisfactorily resolved at step 1, the Union steward shall submit the grievance to the Department Head or Branch Manager in writing with a copy of the original grievance, within ten (10) days of receiving the reply at Step 1. The Company will make their decision known in writing to the union within ten (10) days.
- STEP 3:** If the grievance is not satisfactorily resolved in Step 2, the Union Office shall submit the grievance to the Alberta Manager within ten (10) days of receiving the reply in Step 2. The Alberta Manager will arrange for the management to meet with the Union Executive to hear the grievance and render a decision within ten (10) working days.
- STEP 4:** If the Step 3 decision of management is unsatisfactory to the Union, the Union Executive may then submit the grievance to arbitration within ten (10) working days of receiving the decision. The notice of submission to arbitration must be given in writing.

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

ARTICLE 21 – BOARD OF ARBITRATION

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

1. Andrew Sims
2. Phyllis Smith

Who shall be selected as follows:

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

consideration, then in any such event that person shall be passed over in favour of the next person next named.

- 21.02** It is understood and agreed that the time limits set forth herein may be altered by mutual agreement between the Employer and the Union.
- 21.03** Grievances submitted to arbitration shall be governed by the provisions of this Agreement. The Arbitrator shall not be vested with the power to change, modify or alter this Agreement in any of its parts, but may, however, interpret its provisions. The expense of the Arbitrator shall be borne equally by the Employer and the Union, unless otherwise provided by law. The findings and decision of the Arbitrator shall be binding and enforceable on all parties.
- 21.04** The Arbitrator shall have the power to ameliorate any penalty or disciplinary measure and in the case of any grievance involving a discharge he/she shall be entitled to substitute lesser disciplinary penalty than was imposed by the Employer.

ARTICLE 22 – SEVERANCE PAY

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

1 week's pay for seniority..... 3 mths up to 1 yr.

2 week's pay for seniority..... 1 yr up to 3 yrs.

3 week's pay for seniority..... 3 yrs up to 4 yrs.

4 week's pay for seniority..... 4 yrs up to 6 yrs.

6 week's pay for seniority..... 6 yrs up to 8 yrs.

8 week's pay for seniority..... 8 yrs up to 10 yrs.

12 week's pay for seniority 10 yrs or more.

22.02 If the Employer rehires anyone when more than six (6) months has elapsed since lay-off, that person would be treated as a newly hired Employee.

ARTICLE 23 – DURATION & RETROACTIVITY OF AGREEMENT

23.01 It is understood and agreed between the parties hereto that they will commence bargaining for a new collective agreement to follow this one on or about January 31, 2013 and if they fail to conclude a new collective agreement before April 30, 2013 the Employer agrees to pay the Employees the rates of pay established by the new agreement for one-half of the actual hours worked from April 30, 2013 until the date of the making of the new collective agreement.

23.02 This agreement shall be effective from May 1, 2011 until April 30, 2013 and thereafter to the date when a new collective agreement comes into force or until a strike or lockout occurs, whichever is first.

SIGNATURE PAGE

IN WITNESS WHEREOF the parties hereto have caused these present to be executed on the day and year first above written.

LEAVITT MACHINERY GENERAL PARTNERSHIP

Cyril Herditch Date: 10/12/11
Cyril Herditch

Mike Leavitt Date: Oct. 19, 2011
Mike Leavitt

_____, Date: _____

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, LOCAL LODGE 99

Larry Dahl Date: 10-11-11
LARRY DAHL

[Signature] Date: 10/11/11

[Signature] Date: 10/12/11
Shannon White

Darren Leece Date: 10/13/11
Darren Leece

SCHEDULE "A" Wage Categories

The parties agree to a 3% wage increase at May 1, 2011 and May 1, 2012 as noted below:

CERTIFIED TRADES, SERVICE DEPARTMENT	May 01/2011	May 01/2012
<u>Field Servicepersons</u>		
Journey person "A"	\$40.64	\$41.86
Journey person "B"	\$38.22	\$39.37
Journey person "C"	\$35.70	\$36.77
<u>H. E. Mechanic, H. D. Mechanic, Automotive Mechanic</u>		
Charge hand	\$41.98	\$43.24
Lead hand	\$40.13	\$41.33
Journey person "A"	\$38.22	\$39.37
Journey person "B"	\$35.70	\$36.77
Journey person "C"	\$33.17	\$34.17
Probationary Mechanic	\$31.50	\$32.45
<u>Apprentice Mechanic</u>		
4 th Year	\$34.41	\$35.44
3 rd Year	\$30.57	\$31.49
2 nd Year	\$26.76	\$27.56
1 st Year	\$22.94	\$23.63
<u>SKILLED/SEMI SKILLED Categories:</u>		
Labourer*, Janitor, Yard Person		
Class A	\$26.18	\$26.97
Class B	\$23.34	\$24.04
Probationary (Class C rate)	\$20.37	\$20.98

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

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

PARTS DEPARTMENT TRADES	May 01/2011	May 01/2012
<u>Journeyman Categories (#1)</u>		
Charge hand	\$37.08	\$38.19
Lead hand	\$35.42	\$36.48
Journeyman "A"	\$33.69	\$34.70
Journeyman "B"	\$31.36	\$32.30
Probationary	\$30.05	\$30.95
Parts Apprentice		
3 rd year	\$28.64	\$29.50
2 nd year	\$25.26	\$26.02
1 st year	\$21.90	\$22.56
<u>Material Supply Assistant Categories (#2) (Non-ticketed)</u>		
Warehouseperson	\$26.83	\$27.64
19 – 24 months	\$25.29	\$26.05
13 – 18 months	\$23.71	\$24.42
0 – 12 months	\$22.15	\$22.82
<u>Parts Department Categories</u>		
1. In store / Counter Sales, Service Supply Clerk 1 (Journeymen)		
2. Warehouse person Picker & Stocker (MSA, non ticketed)		

New: The Schedule "A" rates for Grande Prairie are now 5% above these Schedule "A" rates on this page, per "The Regional Wage Adjustment" Letter of Understanding, and those Grande Prairie Schedule "A" rates are listed hereafter on Schedule A, Wage Categories for Grande Prairie.

New: Rates of pay for Ft. McMurray / Wood Buffalo region Employees are 30% above of "Schedule "A" – Wage Categories" in the Collective Agreement.

SCHEDULE "A"

Wage Categories – Grande Prairie

(Note: These rates per RWA LOU are 5% above basic Schedule A)

CERTIFIED TRADES, SERVICE DEPARTMENT	May 01/2011	May 01/2012
Field Servicepersons		
Journey person "A"	\$42.67	\$43.95
Journey person "B"	\$40.14	\$41.34
Journey person "C"	\$37.48	\$38.60
H. E. Mechanic, H. D. Mechanic, Automotive Mechanic		
Charge hand	\$44.08	\$45.40
Lead hand	\$42.13	\$43.39
Journey person "A"	\$40.14	\$41.34
Journey person "B"	\$37.48	\$38.60
Journey person "C"	\$34.82	\$35.87
Probationary Mechanic	\$33.08	\$34.07
Apprentice Mechanic		
4 th Year	\$36.13	\$37.21
3 rd Year	\$32.08	\$33.04
2 nd Year	\$28.09	\$28.93
4 th Year	\$24.07	\$24.79
SKILLED/SEMI SKILLED Categories:		
Labourer*, Janitor, Yard Person		
Class A	\$27.49	\$28.32
Class B	\$24.50	\$25.24
Class C	\$21.40	\$22.04
Probationary	\$16.04	\$16.52

*A Labourer is a person employed to perform limited skill work. Examples of limited skill work are: Guard Removal and

Installation, General clean up of shop, yard and machines, Lube and oil changes.

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

PARTS DEPARTMENT TRADES	May 01/2011	May 01/2012
<u>Journey person Categories (#1)</u>		
Charge hand	\$38.95	\$40.12
Lead hand	\$37.19	\$38.31
Journey person "A"	\$35.37	\$36.43
Journey person "B"	\$32.92	\$33.91
Probationary	\$31.54	\$32.49
Parts Apprentice		
3 rd year	\$30.07	\$30.97
2 nd year	\$26.52	\$27.32
1 st year	\$22.98	\$23.67
<u>Material Supply Assistant Categories (#2) (Non-ticketed)</u>		
Warehouseperson	\$28.17	\$29.02
19 – 24 months	\$26.55	\$27.35
13 – 18 months	\$24.90	\$25.65
0 – 12 months	\$23.27	\$23.97
<u>Parts Department Categories</u>		
1. In store / Counter Sales, Service Supply Clerk 1 (Journey persons)		
2. Warehouse person Picker & Stocker (MSA, non ticketed)		

SCHEDULE "A"

Wage Categories – Ft. McMurray / Wood Buffalo Region

(Note: These rates per RWA LOU are 30% above basic Schedule A)

CERTIFIED TRADES, SERVICE DEPARTMENT	May 01/2011	May 01/2012
Field Servicepersons		
Journey person "A"	\$52.84	\$54.43
Journey person "B"	\$49.70	\$51.19
Journey person "C"	\$46.42	\$47.81
H. E. Mechanic, H. D. Mechanic, Automotive Mechanic		
Charge hand	\$54.59	\$56.23
Lead hand	\$52.16	\$53.73
Journey person "A"	\$49.70	\$51.19
Journey person "B"	\$46.42	\$47.81
Journey person "C"	\$43.12	\$44.41
Probationary Mechanic	\$40.95	\$42.18
Apprentice Mechanic		
4 th Year	\$44.72	\$46.06
3 rd Year	\$39.75	\$40.94
2 nd Year	\$34.78	\$35.82
1 st Year	\$29.81	\$30.70
SKILLED/SEMI SKILLED Categories:		
Class A	\$34.03	\$35.05
Class B	\$30.33	\$31.24
Class C	\$26.48	\$27.27
Probationary	\$24.70	\$25.44

A Labourer is a person employed to perform limited skill work. Examples of limited skill work are: Guard Removal and

Installation, General clean up of shop, yard and machines, Lube and oil changes.

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

PARTS DEPARTMENT TRADES	May 01/2011	May 01/2012
<u>Journey person Categories (#1)</u>		
Charge hand	\$48.20	\$49.65
Lead hand	\$46.05	\$47.43
Journey person "A"	\$43.81	\$45.12
Journey person "B"	\$40.76	\$41.98
Probationary	\$39.05	\$40.22
Parts Apprentice		
3 rd year	\$37.23	\$38.36
2 nd year	\$32.86	\$33.85
1 st year	\$28.48	\$29.33
<u>Material Supply Assistant Categories (#2) (Non-ticketed)</u>		
Warehouseperson	\$34.87	\$35.92
19 – 24 months	\$32.88	\$33.87
13 – 18 months	\$30.83	\$31.76
0 – 12 months	\$28.81	\$29.67
<u>Parts Department Categories</u>		
1. In store / Counter Sales, Service Supply Clerk 1 (Journey persons)		
2. Warehouse person Picker & Stocker (MSA, non ticketed)		

SCHEDULE "B"

LAYOFF AND TRANSFER CLASSIFICATIONS

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

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

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

SCHEDULE "B"

SERVICE & PARTS DEPARTMENT LAYOFF CLASSIFICATIONS

- A. Apprentice Mechanic
- B. Charge hand
- C. Counter salesperson / Parts Journeyperson /
 Apprentice / Lead hand
- D. Labourer / Janitor / Yard person
- E. Mechanic / Technicians / Lead hand
- F. Material Supply Assistant
- G. Field Mechanic

SCHEDULE "B"

PARTS SKILLED POSITION TRANSFERS

- If it is necessary to transfer Employees due to work shortage, transfers will be made to their previously held position.
- The transferring Employee must have more experience in the position than any Employee currently holding the position.
- If bumping occurs this procedure will apply progressively to other affected positions.
- An Employee being transferred from a non-bargaining unit position would be assessed on the same criteria and would be transferred to a position no higher than "A" rate as per Clause 4.03.
- Counter and Field sales experience are considered in total regarding sales positions.
- It is understood that Lead hands and Charge hands positions are included in each of the above classifications.

SCHEDULE "C"

SPECIAL PROVISIONS

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

Effective

May 01/2011

Fort McMurray /Wood Buffalo

\$1300.00/per month

SCHEDULE "D"

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

Afternoon shift premium..... May 01/ 2001
\$1.40/hr

Field Bonus \$1.50/hr (as of May 1, '06)
– For field service work
performed off premises

\$0.75 / hr
– For parts work performed
off premises for parts
people

Lead Hand Rate to apply to all Temporary Lead Hand duties.
Premiums and bonuses do not attract overtime.

LETTERS OF UNDERSTANDING INDEX

GENERAL:

Benefit Premiums, LOU # 1

Banked Overtime, LOU# 2

Notification of Layoff or Termination For Cause, LOU # 3

Tuesday to Saturday Shift, LOU # 4

Regional Wage Adjustment, LOU # 5

Benefit Entitlement, LOU # 6

New Facility Started, LOU# 9

Contracting Out, LOU #10

Protocol Letter, LOU #11

PARTS RELATED:

Material Supply Assistant, LOU # 7

Material Supply Assistant (training), LOU # 8

LETTER OF UNDERSTANDING #1 BENEFIT PREMIUMS

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

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

LETTER OF UNDERSTANDING #2

BANKED OVERTIME

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

- (1) Overtime hours may be paid in wages or accumulated as follows:
- (2) For time off during slow periods a maximum of one hundred and sixty (160) hours may be banked. A maximum of eighty (80) hours may be used in any calendar year under terms set out below. The additional eighty (80) hours may be used in the event of an Employer instigated layoff.
- (3) Banked hours cannot be taken in the prime vacation period or added to regular holidays during the prime period. Under no circumstances can banked time be used as sick. The prime vacation period is defined as June 15th to September 15th and December 15th to December 31st.
- (4) Working for a second Employer at any time during banked time off will be construed as moonlighting and will be subject to disciplinary action or dismissal.
- (5) Banked hours can only be taken at a time acceptable to Management. If the Employer and an Employee cannot agree on a mutually acceptable time, either party may demand payout of the amount owing and close out the banked account.
- (6) Banking of overtime may be inappropriate in locations of high overtime on a constant basis. In these cases Management should advise the Union.
- (7) Banked overtime cannot be accumulated on temporary transfers.

- (8) Banked time will be one hour banked at straight-time pay for each overtime hour worked, with the balance of the appropriate overtime (1/2 or 1 hour) rate to be paid on current paycheque.
- (9) All shift, field and isolation differentials will be paid to the Employee on the paycheque for the pay periods during which the hours were actually worked.
- (10) Retroactive pay adjustments for hours banked during retroactive period will be made in a lump sum on one paycheque. The hours and amounts in the bank will not change.
- (11) If the hours in the bank are at a rate that was last used two (2) years ago all the hours at that rate will be paid out.
- (12) Straight time cannot be banked, only overtime can be banked.
- (13) Banked time may be used for appointment time when pre-arranged with their supervisor.

**LETTER OF UNDERSTANDING #3
NOTIFICATION OF LAYOFF OR
TERMINATION FOR CAUSE**

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

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

LETTER OF UNDERSTANDING #4 TUESDAY TO SATURDAY SHIFT

This constitutes a Letter of Understanding between Leavitt Machinery and the International Association of Machinists and Aerospace Workers, Lodge 99 effective January 01st, 1991.

The parties agree that a Tuesday to Saturday shift will be implemented and the following conditions apply.

- (1) All Employees hired up to and including January 01/1991 are not required to work this shift. However, Employees may volunteer or post to this shift if they choose.
- (2) New hires on or after the effective date will be required to work this shift, where required, and will be informed at the time of hire.
- (3) Job postings will reference a Tuesday – Saturday shift only where the shift is currently in place or where the Employer has the need to implement the shift, within sixty (60) days.
- (4) Where there are four (4) or more Employees in a department on this shift, the ratio of Tuesday – Saturday vs. Monday – Friday shifts will be no less than 2 – 1 respectively, wherever practical.
- (5) This Tuesday – Saturday shift is currently a dayshift position. Should the Union and Employer agree an afternoon shift may be required in a department, the afternoon premium will apply.

LETTER OF UNDERSTANDING #5 REGIONAL WAGE ADJUSTMENT

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

The parties agree that a “Regional Wage Adjustment” apply to all Employees covered by the collective agreement, at these designated locations. The adjustment to be:

Plus 30% of the hourly rate and apply to both standard and overtime hours in the **Ft. McMurray/ Wood Buffalo Region.**

Plus 5% of the hourly rate and apply to both standard and overtime hours in **Grande Prairie.**

It is understood that the purpose of the adjustment is an attempt to attract and retain qualified Employees at the location. The Regional wage adjustment is not payable for temporary transfers.

As such, the Regional Wage Adjustment will be in force for the duration of the collective agreement.

Designated locations:

- Fort McMurray/Wood Buffalo (30% increase)
- Grande Prairie (5% increase)

LETTER OF UNDERSTANDING #6

BENEFIT ENTITLEMENT

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

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

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

LETTER OF UNDERSTANDING #7
MATERIAL SUPPLY ASSISTANT

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

During the 1992 negotiations it was agreed by the Employer and the Union that the classification of Material Supply Assistant would be included in the layoff and wage classifications. This is a position in the Parts Department, which is considered a non-ticketed position.

It is agreed between the parties that any Employees employed before May 1, 1992 by the Employer as ticketed Journeypersons or indentured Apprentices will not be displaced by any Employees hired to work as Material Supply Assistants.

LETTER OF UNDERSTANDING #8

MATERIAL SUPPLY ASSISTANT – APPRENTICESHIP

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

Material Supply Assistants who apply will be allowed an unpaid leave of absence (with adequate notice) to attend parts apprenticeship school providing:

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

It is understood that they will remain at the Material Supply Assistant rates until a vacancy exists for an Apprentice/Journeyman Countersales.

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

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

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

LETTER OF UNDERSTANDING #9 NEW FACILITY STARTED

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

If the employer starts up a new facility within the same geographical location, as clause 4.04 explains, it will be considered the same branch as the clause explains, but the newly hired employees to that location will only hold seniority in that location, whereas employees whom were hired before May 7, 2004 ratification will hold their seniority in any and all locations within the same geographical locations and will have all the rights afforded them in this collective agreement.

LETTER OF UNDERSTANDING #10

CONTRACTOR DUES

This constitutes a Letter of Understanding as signed on May 10, 2004 by the Company and the Union:

- (1) This letter is not part of the Collective Agreement.
- (2) The Company will endeavour to preserve work traditionally performed by Union Members as bargaining work.
- (3) When it is necessary to use contractors (in trades listed in Schedule A) the Company will collect and pay to the Union dues on behalf of the contractor.

LETTER OF UNDERSTANDING #11 PROTOCOL LETTER

This Protocol Agreement was signed by the Company and the Union on May 8, 2004:

- 1) The Parties have a Collective Agreement that describes the terms and conditions of their bargaining relationship.
- 2) There has developed some issues around interpretation of clause 11.03.
- 3) The Parties recognize that with changing market place, and other circumstances, that some flexibility has been exercised and needs to continue to be exercised by the Parties.
- 4) The Parties wish to describe situations where flexibility in regards to Clause 11.03 has been and will continue to be exercised by the Parties.

The Parties agree as follows:

- 1) That non-Union members can continue to occasionally do collective bargaining work in the following situations:
 - a) Where a Union member is not available to do the work.
- 2) Both Parties agree that they will continue to attempt to minimize the circumstances in which non-Union Members will do Union work.
- 3) Both Parties will attempt to be open and forthright in communications with each other on this issue.
- 4) This Protocol Agreement is not meant to be a legally binding agreement and it is agreed that it will not be sued upon or grieved by either party. It is also agreed that it is without prejudice.

DUES

ATTENTION ALL MEMBERS

Arrears in dues: Excerpt from the IAM Constitution

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

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

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

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

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

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

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

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

CHANGE OF ADDRESS – All members must notify the Union office of any change in address.

**International Association of Machinists
and Aerospace Workers**

Local Lodge 99

Suite 101, 10471 – 178 Street

Edmonton, Alberta T5S 1R5

P: 780-414-1499

LODGE 99 DUES STRUCTURE:

Monthly working dues two (2) times hourly rate

Out of work dues two (\$2.00) dollars per month

Reinstatement fees six (6) times the hourly rate

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