

# **COLLECTIVE AGREEMENT**

Between

## **CUMMINS CANADA ULC**

50 Simmonds Drive  
Dartmouth, NS B3B 1R3

And

## **UNIFOR LOCAL 4005**

63 Otter Lake Court  
Halifax, NS B3S 1M1

November 10, **2020** – November 9, **2024**



## TABLE OF CONTENTS

<b>ARTICLE</b>		<b>PAGE</b>
<b>ARTICLE 1</b>	<b>Objects</b>	<b>1</b>
<b>ARTICLE 2</b>	<b>Duration</b>	<b>1</b>
<b>ARTICLE 3</b>	<b>Definition of Employee</b>	<b>1</b>
<b>ARTICLE 4</b>	<b>Bargaining Agency</b>	<b>1</b>
<b>ARTICLE 5</b>	<b>Hours of Work &amp; Overtime</b>	<b>2</b>
<b>ARTICLE 6</b>	<b>Management Rights</b>	<b>3</b>
<b>ARTICLE 7</b>	<b>Grievance Procedure</b>	<b>4</b>
<b>ARTICLE 8</b>	<b>Seniority</b>	<b>5</b>
<b>ARTICLE 9</b>	<b>Vacations</b>	<b>6</b>
<b>ARTICLE 10</b>	<b>Statutory Holidays Pay</b>	<b>7</b>
<b>ARTICLE 11</b>	<b>Wages</b>	<b>8</b>
<b>ARTICLE 12</b>	<b>Transportation &amp; Expenses</b>	<b>8</b>
<b>ARTICLE 13</b>	<b>General Provisions</b>	<b>10</b>
<b>ARTICLE 14</b>	<b>Paid Education Leave</b>	<b>17</b>
<b>ARTICLE 15</b>	<b>Bargaining Process</b>	<b>17</b>
<b>ARTICLE 16</b>	<b>Equipment</b>	<b>17</b>
<b>ARTICLE 17</b>	<b>Job Posting</b>	<b>18</b>
<b>Signing Page</b>		<b>19</b>
<b>SCHEDULE "A"</b>	<b>Clarification &amp; Hourly Wage Rates</b>	<b>20</b>
<b>SCHEDULE "B"</b>	<b>Labour Management Committee</b>	<b>23</b>
<b>SCHEDULE "C"</b>	<b>Midnight Shift</b>	<b>23</b>
<b>MOA #1</b>	<b>Incentive Program</b>	<b>24</b>
<b>MOA #2</b>	<b>Parts Leader Premium</b>	<b>24</b>
<b>LOU</b>	<b>Overtime Earnings &amp; Pension</b>	<b>25</b>
<b>LOU</b>	<b>Performance Management Associated to Merit</b>	<b>26</b>
<b>LOA</b>	<b>On 5.01 (E)</b>	<b>28</b>

## **ARTICLE 1 - OBJECTS**

- 1.01 The objects of this Agreement are to maintain a harmonious relationship between the Company and its employees; to provide an amicable method of settling differences or grievances which might possibly arise; to maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.

## **ARTICLE 2 - DURATION**

- 2.01 This Agreement shall be in full force and effect from and including the 10th day of November, **2020**, to and including the 9th day of November, **2024**, and shall continue in full force and effect from year to year thereafter subject to the right of either party to this Agreement within two (2) months immediately preceding the anniversary date in any year thereafter, by written notice, to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement.
- 2.02 Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike, or the Company shall give notice of lock-out or the parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.

## **ARTICLE 3 - DEFINITION OF EMPLOYEE**

- 3.01 In this Agreement "employee" means a person who is employed by the Company and who is included in a unit of the Company's employees for whom the Union has been certified as the collective bargaining agent by the Labour Relations Board of Nova Scotia.

## **ARTICLE 4 - BARGAINING AGENCY**

- 4.01 The Company recognizes and agrees that the Union is the sole bargaining agent for the employees of Cummins Canada ULC employed at the place set out in the certificate of bargaining authority.
- 4.02 This Agreement shall be binding on the Company and the Union and their respective successors, administrators, executors and assigns and on each employee.
- 4.03 Each employee covered by this Agreement shall, as a condition of employment and/or continued employment, be and remain or become and remain a Union member in good standing for the duration of this Agreement or for the duration of his employment with the Company, whichever is shorter. Counting from the date he/she commences employment with the Company, each new employee will be allowed thirty (30) calendar days within which to make application to join the Union and tender the appropriate initiation fees.
- 4.04 The right to hire employees of its choice is vested exclusively in the Company.

- 4.05 The Company shall deduct from each new employee an amount equal to the Union dues, from the employee's first payroll cheque after the said employee has become a member of the Union and after completion of six (6) days of work in a calendar month and add that employee's name and the said amount to the closest applicable check-off, i.e., if the check-off has been remitted, it shall be added to the following month's check-off and shown as the previous month worked.

#### **ARTICLE 5 - HOURS OF WORK AND OVERTIME**

- 5.01 Regular working hours Monday through Saturday inclusive:

- (a) 8:00 a.m. to 5:00 p.m. with one-half (1/2) hour for lunch – forty-two & one half (42.5) hour week.
- (b) Time and one-half (1 ½) the straight time rates of pay will be paid for time worked outside eight & one half (8.5) hours per day for an employee's regularly scheduled day shift and outside eight (8) hours per day for an employee's regularly scheduled night shift.
- (c) Double the straight time rate of pay will be paid for all time worked:
  - (i) in excess of four (4) hours overtime per day
  - (ii) all time worked on Sundays and Holidays.
- (d) Employees must be offered eight (8) hours free from duty between shifts. If an employee decides to work any part of those eight (8) hours they will be paid at double time. If an employee misses part of their regular duty because of this eight (8) hours period they shall be paid for that time. The employee shall advise the Company in advance which of the above options the employee elects to utilize.
- (e) A night shift consisting of two (2) technicians will work from 3:30 p.m. to 12:00 midnight Monday to Friday, with one-half (1/2) hour out for lunch. The employees working such night shift will be paid a ten percent (10%) of straight time shift premium up to a maximum of three dollars (\$3.00) per hour and also will be paid for a forty-two and one-half (42.5) hour work week. This night shift will be done on a voluntary rotating basis but two (2) technicians will always be available for such shift. The Union agrees to open the Agreement at any time to discuss increasing such night shift. The night shift may be increased to three (3) technicians if the customer demand requires. A night shift will also include a Partsperson whose hours of work shall be mutually agreed between the parties. The shift premium is excluded from the overtime and double time calculation.
- (f) In the event of a customer emergency parts call; or when a manager or other non-unionized employee is in the branch and a customer emergency call is received; or after regular hours when a customer's or dealer's engine is required to be loaded or unloaded, this work may be performed by such people without penalty to the Company provided they have had the answering service attempt to call all available Parts employees and no one

is able to respond to perform the work.

- (g) When an employee works a minimum of four (4) hours overtime in conjunction with their scheduled shift, they will be paid a sixteen dollar (\$16.00) meal allowance.
- (h) If and when the need arises to provide customer service on Saturdays, the Company and the Union shall meet and attempt to agree on the conditions for the implementation of a Saturday shift.
- (i) In a situation where the employer must take the decision to close the branch due to a major weather-related event. All employees already at work will be paid four (4) hours minimum. All employees contacted two (2) hour or more before the beginning of their shift will not be paid. Employees are responsible of providing the employer with the proper contact information in order to be reached prior to the start of traveling to work. The employee can apply their unused sick time towards any unpaid hours as part of this article. It is further understood that such circumstances are rarely occurring, and that the Employer will not close the branch any more that in the past.

#### 5.02 Call-In:

- (a) All employees called into work after regular working hours will receive a minimum of four (4) hours pay at the application overtime rate.
- (b) A call-in that is continuous with a scheduled shift will be paid at the applicable overtime rate of pay, for as long as the employee put in his regular eight & one half (8.5) hours/day.
- (c) If a shop technician is asked to stay at work and do overtime alone, he/she shall have the choice of not working the overtime. Employees who choose to work alone must follow the Company's Work Alone Policy.
- (d) If an employee is called back in a second time within four (4) hours of the initial call, he does not benefit from another "four (4) hour call in". Instead, should the worked hours exceed the first four (4) hours call; he will simply continue to be paid, at the applicable overtime rate and per KM rate as per article 12.03.
- (e) If an employee is called back in a second time after four (4) hours of a first call, which he has completed and has returned home, he will be compensated with another "four (4) hour call in", at the applicable overtime rate and per KM rate as per article 12.03.

### **ARTICLE 6 - MANAGEMENT RIGHTS**

6.01 The Union agrees and recognizes that:

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

- (b) The Company has and shall retain the right to select its employees, to hire, classify, promote, demote or discipline them and discharge employees for proper cause, provided that a claim of discrimination against an employee in respect to any of these matters, or a claim of violation of any Section or Article of this Agreement, may be the subject of a grievance and be dealt with as hereinafter provided.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

7.01 Should a dispute arise between the Company and an employee or the Union as an entity regarding the interpretation, application, operation, or any alleged violation of this Agreement, including any question as to whether any matter is arbitrable, it shall be resolved in the following procedural manner:

- (a) The employee or the Union, together with such person or persons as he/she or the Union may wish, shall take the matter up with the Company within fourteen (14) calendar days of the said grievance.
- (b) The Company commits to providing a written answer to the Union within fourteen (14) days after having discussed the matter as described above in (a).
- (c) Should a solution not be reached by step (a) or (b) above, then a business representative of the Union, accompanied by the employee if the employee or business representative so wish, shall discuss the matter with the Company. If a solution is reached, this shall be final.
- (d) If the procedures set forth in (a), (b) & (c) above do not result in a solution being reached within fourteen (14) days of the first discussion between a business representative of the Union and a representative of the Company, or within such further period as the Company and the Union agree to in writing; the dispute shall be referred to an Arbitrator appointed as follows:
  - (i) Both parties will suggest an Arbitrator. If the parties cannot come to an agreement on one Arbitrator, the Board will appoint one.

7.02 The Arbitrator shall sit, hear the parties, settle the terms of the question to be arbitrated, and makes its award within ten (10) days from the date of the appointment of the Chairperson, provided the parties may extend the time by agreement in writing. If the Arbitrator finds (or if at any earlier stage of the grievance procedure it is found) that an employee has been unjustly suspended or discharged, that employee shall be reinstated by the Company without loss of pay and with all his/her rights, benefits and privileges which he/she would have enjoyed if the suspension or discharge had not taken place or if the Arbitrator finds (or if at any earlier stage of the grievance procedure it is found) that an ex-employee should have been rehired, that ex-employee shall be employed by the Company and paid all pay which he/she would have enjoyed and accorded all rights, privileges and benefits which he/she would have enjoyed if he/she had been hired at the proper time provided that if it is shown to the Board that the employee has been in receipt of wages during the period between discharge or suspension and reinstatement, or date of failure to rehire and rehiring, the amount so received shall

be deducted from wages payable by the Company pursuant to this Clause, less any expenses which the employee has incurred in order to earn the wages so deducted, and provided that the Arbitrator, if circumstances are established before it, which in the opinion of the Arbitrator, makes it just and equitable to do so, shall have authority to order the Company to pay less than the full amount of wages lost.

- (a) The Arbitrator shall have the right to modify any penalty imposed by the Company on the employee.
- (b) If the Award of the Arbitrator is subsequently set aside by a court of competent jurisdiction, the question shall, at the request of either party, be submitted to another Arbitrator appointed pursuant to and with all the powers provided by this Clause.
- (c) The expenses and remuneration of the Chairman shall be paid by the parties in equal shares.
- (d) Without restricting the specific powers hereinbefore mentioned, the Arbitrator shall have all the general powers of an Arbitrator.

7.03 Any discharged employee may, within seventy-two (72) hours of his/her discharge, in writing, require the Company to give him/her the reasons for his/her discharge and the Company will give such reasons to him/her, in writing, within seventy-two (72) hours of such request and in the event of any dispute or difference as to whether or not there was proper cause for the discharge of such an employee, only the reasons so set forth in writing shall constitute cause.

## **ARTICLE 8 - SENIORITY**

- 8.01 When a new member is hired, it is agreed that he/she shall be on probation for one hundred and twenty (120) calendar days and during this period seniority will not be applicable. When the probationary period is completed, the seniority will commence from the date of hiring. The probationary period may be extended only if there is prior mutual agreement between the Company and the Union and shall not exceed one hundred and eighty (180) days.
- 8.02 An employee re-entering the employ of the Company after his/her right to recall has expired shall not be subject to another probation period.
- 8.03 A laid off employee shall retain his/her seniority and recall rights with the Company for six (6) months after the date of lay-off.
- 8.04 If a laid off employee is called back to work with the Company within his/her right to recall period, there shall be deemed to have been no break in such employee's continuous service with the Company by reason of such lay-off.
- 8.05 When a lay-off is necessitated, it is agreed that employees will be laid off in the reverse order of seniority, qualifications and ability being equal. In order to avoid or post-pone layoff, all employees in the sector affected by layoff (i.e.: Parts, In-Shop or Field Service) must use their banked time prior to perform layoff.

8.06 When a lay-off is necessary, an employee must be given twenty-four (24) hours' notice of such a lay-off and no more than two (2) employees can be laid off at one time. Before any more employees may be laid off, five (5) working days must pass and then two (2) more employees may be laid off after they are given their twenty-four (24) hour notice.

8.07 An employee who is appointed to a position outside the bargaining unit for a period of more than six (6) months shall forfeit his/her seniority.

## **ARTICLE 9 - VACATIONS**

9.01 The Company shall give each employee an annual holiday which will be allocated on the basis of seniority and based on the following entitlement:

All new hires are eligible for two (2) weeks of vacation calculated on a prorated basis during the first year of service.

After the first year of service, vacation accrual is based on the current vacation policy.

Vacation entitlement as follow:

Seniority:	Entitlement:
0 to less than 2 years	2 weeks (4% of applicable vacationable earnings)
2 years but less than 8 years	3 weeks (6% of applicable vacationable earnings)
8 years but less than 15 years	4 weeks (8% of applicable vacationable earnings)
15 years or more	5 weeks (10% of applicable vacationable earnings)

If the employee works overtime, the amount equivalent to the vacation rate percentage (%) of the employee's overtime will be paid out regularly.

Employees will be eligible to take their vacation in the year that they are earned (eligible January 2<sup>nd</sup> of that current year). Employees who have anniversary dates in the year that their extra week would come into effect can take the extra week anytime starting January 2<sup>nd</sup> of that current year. If an employee takes more vacation than earned and leaves the company before it is earned that portion of the vacation taken would need to be reimbursed to the Company.

9.02 If an employee so requests, the Company will provide two (2) weeks of the employee's vacation time in the summer months (June 15<sup>th</sup> to September 15<sup>th</sup>). If a dispute arises, vacation periods will be allocated on the basis of seniority.

9.03 Each employee shall be required to take the full annual holiday period that he/she is entitled to under the provisions of this Agreement.

9.04 Eligibility for vacations shall be maintained but not accumulated during absence:

- (i) due to temporary illness or non-occupational accident exceeding twenty-six (26) weeks.



- (ii) with authorized leave of absence.
- (iii) due to lay-off without recall, for a period not to exceed twelve (12) calendar months.

9.05 Eligibility for vacations will be maintained and accumulated during absence due to:

- (1) a compensable accident.
- (2) Temporary illness or non-occupational accident not exceeding twenty-six (26) weeks)

9.06 Vacation bumping cannot take place after May 31<sup>st</sup> of each year.

#### **ARTICLE 10 - STATUTORY HOLIDAYS PAY**

10.01 (a) The Company shall give to each employee a holiday with pay on each of the designated Statutory Holidays. For each such holiday, an employee shall be paid not less than the equivalent of the wages he/her would have earned at his/her classified rate of pay for his/her normal hours of work. An employee shall receive such holiday pay even if the holiday falls on a Saturday, Sunday or an employee's day off.

New Year's Day	Good Friday	Canada Day
Victoria Day	Halifax Natal Day	Labour Day
Thanksgiving Day	Remembrance Day	Christmas Eve Day
Christmas Day	Boxing Day	New Year's Eve Day

To be entitled to this holiday pay, an employee must work the scheduled day of work immediately following and the scheduled day of work immediately preceding the Holiday, unless he/she has received the Company's permission in writing to be absent. When a Statutory Holiday falls on a Saturday or on a Sunday or on an employee's weekly day off, then the next work day shall be observed as the Holiday. If Christmas Eve and/or Christmas Day and/or Boxing Day fall on a Saturday and on a Sunday respectively then the next two (2) working days shall be observed as holidays.

Note: The Company may schedule a skeleton crew of one (1) Parts-person and two (2) Mechanics for four (4) hours which may be extended if necessary to complete a job on Christmas Eve Day and/or New Year's Eve Day. A schedule will be given to all employees in advance and all employees will be required to rotate through the schedule for the above days.

(b) Without limiting the general application of sub-section (a) of this Section, but subject to the provisions contained herein, Statutory Holiday pay provisions will prevail.

(i) Where an employee is off work due to any circumstances for which

he/she is eligible to receive compensation under Workers Compensation Act, provided such an employee has earned wages from the Company during the one hundred and twenty (120) calendar days immediately preceding the Holiday.

- (ii) Where an employee is off work due to sickness, quarantine and non-occupational accident, provided such an employee has earned wages from the Company during the one hundred and twenty (120) calendar days immediately preceding the Holiday. If the Company so requests, a doctor's certificate shall be submitted as proof of disability.

10.02 When a Statutory Holiday falls within an employee's scheduled vacation, he/she shall receive the pay of a normal shift for the holiday in addition to his/her vacation pay, or a day off with pay in conjunction with his/her vacation.

## **ARTICLE 11 - WAGES**

11.01 The Company shall remunerate during the term of this Collective Agreement, its employees at the wage rate applicable to the job classification that each such employee is employed and these applicable wage rates shall be those agreed upon and set out in Schedule "A" attached hereto and forming part of this Agreement.

### **11.02 Payment of Wages**

- (a) Employees will be paid on a bi-weekly basis, every second Friday. When Friday is observed as a Statutory Holiday, payday will be on the preceding Thursday.
- (b) In the event that an employee is laid off, the Company shall pay such employee not later than the next pay period after he ceased to be an employee of the Company, all wages, salary, and holiday pay earned by such employee, excluding authorized deductions.
- (c) An itemized statement will be provided with each pay (either paper or electronic version) showing separately the number of straight time hours worked and the number of overtime hours worked and the respective hourly rates applicable thereon. The statement shall also show the total wages for the pay period and the total deductions there from. An employee shall be required to fill out time slips daily if the Company so requests.

## **ARTICLE 12 - TRANSPORTATION AND EXPENSES**

12.01 (a) Employees required to report for work outside the Halifax area who does not return daily shall be paid all their transportation, accommodation and a daily per diem of sixty dollars (\$60.00).

- (b) Travel time and waiting time during the employee's regular shift hours will be paid at straight time. Travel time to the jobsite prior to regular shift

hours, authorized by the Company or customer, outside the regular shift hours, will be paid at the applicable overtime rate. Living expenses, plus fifty dollars (\$50.00) per day will be paid for waiting time on Saturday, Sunday and any Statutory Holiday.

12.02 In going to work outside the limits of Halifax and returning daily, employee's shall be at such city limits at the starting time, and allowed time to return to such city limits at the close of the work day. They shall be paid all fares to and from the city limits at the close of the work day. They shall be paid all fares to and from the city limits to place of work or, alternatively, be supplied with transportation by the Company. It is understood that where employees reside in the city where the work is being done, they will report to and finish work at the regular starting and stopping time.

12.03 An employee's vehicle can be used on Company business only if authorized by the Company. When an employee's vehicle is used on Company business, the employee shall be reimbursed based on the current rate per kilometre published in the Concur website:

When an employee is authorized to use his/her vehicle on Company business, the Company agrees to pay the difference in Business Insurance for the designated field service technicians for PL&PD, if the employee's pleasure policy is not recognized by his/her insurance company, wherein they claim only a business rate insurance policy would cover the damages under Public Liability and Property Damage. It shall not be a violation of this Agreement for any employee to refuse to use his/her motor vehicle on Company business. If an employee is sent out on one job and subsequently is assigned to other jobs, the total period will not be extended beyond fourteen (14) days. If there is reason to extend this period, and the employee requests to return home, the Company will transport such an employee back to his/her home base and during such transportation, such an employee shall be accorded all the benefits and conditions as to travelling as provided under this Agreement. This will not preclude long-term out-of-town assignments which will be arranged in advance.

(a) Tool Insurance - The Company will insure employees' tools to full value of same while in the shop and on field service work, providing the employees supply a list of such tools and/or a digital picture of said tools. Said list must be updated and supplied on an annual basis, during the month of January of each year, or at time of purchase.

12.04 In the case of designated Field Service Technicians, the Company will supply a vehicle for the purpose of field service work. It should be understood by all parties that such vehicle shall remain at the Company's shop at all times when not being used for such field service and that it be further understood that it shall be the employee's responsibility to supply his/her own transportation to and from the Company's shop.

12.05 Employees selected for Company authorized training program shall make prior arrangements with the Company as to remuneration and payment of living

expenses for the period of time involved in such training course.

## **ARTICLE 13 - GENERAL PROVISIONS**

### **13.01      Injury at Work**

An employee suffering injury while in the employ of the Company must report to his/her Immediate Supervisor for first aid immediately or as soon thereafter as practicable.

### **13.02      Washroom**

Adequate washroom facilities will be provided by the Company and kept in sanitary condition. Employees will cooperate by observing the simple rules of cleanliness.

### **13.03      Lunch Room**

The Company will supply suitable enclosed heated accommodations where employees may have their lunch.

### **13.04      Breaks**

An employee shall be granted two (2) ten-minute breaks during the course of each shift - one in each half of the shift. An employee shall be granted a ten-minute break after each two (2) hours of overtime he/she works in any day. If an employee is working off the Company's premises, these periods shall be increased to fifteen (15) minutes. After one hour of overtime worked on Monday through Friday and after eight and one-half hours of overtime worked on Saturdays, Sundays and holidays, an employee continuing to work shall be entitled to up to thirty (30) minutes as a lunch break at his/her then applicable rate. The above-mentioned breaks must be taken at one time and cannot be divided up nor exceeded.

### **13.05      Clean-up Time**

Employees shall be allowed a minimum of five (5) minutes personal clean-up time each shift, such time to precede the end of the shift.

### **13.06      Shop Temperature**

With the cooperation of the employees, the Company will attempt to maintain shop temperature above ten (10) degrees Celsius during cold weather.

### **13.07      Outside Work**

The Company agrees not to require its employees to perform outside repair work in temperatures below -17.8 degrees Celcius, unless adequate protection and some form of heat is provided. Tarpaulins, windbreaks, etc., shall be erected before commencement of work and heat must be made available. The Company shall supply protective clothing when employees are engaged in cleaning equipment.

Note: It must be recognized that an understanding of this nature requires a high degree of cooperation between employees and the Company. Employees will not arbitrarily stop work in these circumstances without advising their supervisors.

13.08

**Shop Steward**

- (a) The Union may select or appoint a Shop Steward to represent the employees and the Union shall notify the Company as to the name of such Shop Steward. The Company agrees that no Shop Steward shall suffer any discrimination by reasons of holding such office.
- (b) When the Company for any reason finds it necessary to terminate a Shop Steward, the Business Representative of the Union shall be notified immediately of such termination.
- (c) Upon notifying management, authorized agents of the Union shall have access to the Company's premises during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to in the operation.

13.09

**Picket Line Crossing**

It shall not be considered a violation of this Agreement for an employee to refuse to cross a picket line which has been legally established as a result of a bona fide labour dispute between a recognized trade union and an employer with whom the picketing union has a dispute.

13.10

**Stand-By Time**

If an employee reports to a field job outside the Halifax area and through no fault of his/her own, he/she is unable to work; he/she shall immediately contact the Company for instructions. Nevertheless, while being required to stand by the job, he/she shall be paid for not less than a regular shift of eight and one-half (8 1/2) hours in each twenty-four (24) hours and the applicable overtime rates shall apply for all hours outside his/her regular shift hours, excluding Saturday, Sunday or Statutory Holidays, unless authorized by a qualified representative of the Company.

13.11

**Bonding**

If at any time the Company requires an employee to be bonded by an individual bond, the cost of such bonding shall be assumed by the Company. When a duly recognized organization requires that any individual/employee entering their property who will perform work must undergo a security clearance check, it is understood and agreed that the employee assigned to perform this work must comply with the security clearance check(s) required. Should an employee refuse to undergo the security clearance check (or fail the check), it is understood that this particular employee, will not be able to perform the work at this particular site however his/her wages will not be negatively impacted.

13.12

**Sub-Contracting**

Where the Company's facilities, space and trained personnel are available, the Company will endeavour to continue to have all work which is presently performed by its employees, performed by members of the bargaining unit.

13.13

**Leave of Absence**

- (a)
  - (i) The Company will allow time off work without pay for any employee who is serving on a Union committee for purposes of discussions with the Company, or serving as a Union delegate to any conference or function, provided all requests for time off are reasonable and do not interfere with the proper operation of the business.
  - (ii) No employee who acts within the scope of this sub-section shall lose his/her job or be discriminated against for so acting.
- (b) When any employee suffers an injury or illness which requires his/her absence, he/she shall report the fact to the Company as soon as possible, so that adequate replacement may be made if necessary.
- (c) If an employee desires a leave of absence for reasons other than those referred to in this Section, he/she must obtain permission, in writing, for the same from the Company, a copy to be supplied to the Union.
- (d) In any instance where an employee accepts other employment without the consent of management, when on leave of absence for any reason, his/her employment may be terminated, subject to proper proof of same.

13.14

**Union Notices**

- (a) A notice board shall be provided for the posting of all official union notices exclusively and will not be used for the purpose of disseminating political information. The right is reserved to the Company to request the removal of material offensive to the Company.
- (b) The following information shall be kept in a central location, readily accessible to the Shop Steward:
  - (i) Seniority list
  - (ii) Copy of Agreement
  - (iii) Group Health Benefits Provisions
  - (i) A list giving each employee's classification

Any employee requiring such information shall contact the Shop Steward for same.

13.15

**Bereavement Leave**

- (a) If a death occurs in the immediate family of an employee, the employee shall be granted five (5) consecutive calendar days bereavement leave, without loss of pay, for the purpose of arranging for and attending the funeral. Immediate family shall include an employee's spouse (including common-law spouse) children of employee and spouse, mother, father,

sister, brother, grandparent and grandchild of employee.

- (b) Three (3) consecutive calendar days bereavement leave shall be granted without loss of pay for mother-in-law, father-in-law and any other relative residing with the employee.
- (c) An employee who is on vacation during the time of bereavement leave will be entitled to the bereavement leave and the displaced vacation may be taken at the conclusion of the employee's vacation, or at a time not desired by another employee.

13.16 **Jury Duty Leave**

All time lost by an employee due to necessary attendance on jury duty or acting as a witness or any court proceedings arising out of his/her employment or subpoenaed as a witness or in completing his/her driver's test required by the employee for actual employment with the Company, or doctor's examination in connection therewith, shall be paid for by the Company at the rate of pay applicable to said employee. All jury and witness pay received by an employee for the days he/she received pay from the Company shall be paid over to the Company. Any employee on jury duty shall, subject to this Section, make himself/herself available for work before or after being required for such duty whenever practicable during his regular shift.

13.17 **Bank Time**

The Company agrees to permit employees to bank earned overtime in equivalent hours to a maximum of eighty (80) hours. Such time may be used as paid time off at a later date by mutual agreement. Employees can request to have the banked time paid out at any time by submitting a request to their Supervisor.

13.18 **Transfer**

When an employee agrees to a transfer, the Company shall:

- (a) Allow reasonable living expense to the transferred employee up to a maximum of thirty (30) days. Living expenses are to be discussed initially with the employee before departure and each fifteen (15) days thereafter.
- (b) Pay the transferred employee's transportation costs to the new location and supply accommodation and meals to the employee while he/she is en route to the new location.
- (c) Assume the cost of moving the transferred employee's family and household goods to the new location up to a maximum of five thousand dollars (\$5000.00). This shall include the cost of transporting and accommodating the family while enroute to the new location. The employee is required to submit three (3) quotes for approval to the Operations Manager. The Operations Manager will give final approval and reimbursement will occur with the submission of an expense report with detailed receipts. No transferred employee shall move his/her family or household goods at the Company's expense without written authority from

the Operations Manager.

- (d) The various transportation costs set out in Section 18 shall be paid by the Company upon any subsequent transfers made at the request of the Company.

13.19 **Truck Maintenance and Safety**

- (a) The Company shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with safety equipment, seat belts, or stickers prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment.
- (b) The Company shall not compel any driver to operate a vehicle which weighs in excess of legal gross weight limits. Where a driver with the knowledge of the Company operates with an overload and is convicted, the Company shall be responsible for any fines involved. Drivers who of their own accord operated with an overload may be subject to discipline and responsible for their own fines.
- (c) The Company shall supply a fire extinguisher and an adequate First Aid Kit for each Company owned or leased service vehicle.

13.20 **Personal Protective Equipment**

All Personal Protective Equipment are supplied by the Company and must be worn as required for the job being performed including but not limited to: protective gloves, face shields, goggles, safety glasses (prescription and non-prescription), masks, rubber clothes, rubber boots, welder's gloves and welder's aprons as a tool crib item for shop and yard use. The Joint Health & Safety Committee can make recommendations on PPE to be worn by employees.

13.21 **Joint Health & Safety Committee**

The Company agrees to maintain a Joint Health & Safety Committee representing workers (two (2) union employees) and management to make inspections on a regular basis and make written reports to Management, after which Management will, within three (3) working days, reply in writing as to the action taken.

13.22 **Laid Off Employee**

If any employee is laid off or resigns, the provisions of the Labour Standards Code of the Province of Nova Scotia shall apply.

13.23 **Group Health Benefits and Group Life**

The Company will make available the same level and type of dental coverage, benefits, deductibles, employee co-pays, and other terms and conditions comparable to those offered to non-bargained employees. The benefits will not be diminished for the term of this contract.

More specifically, the Company will provide and maintain the following coverage



for its employees:

- (a) Group Life Insurance at 2x base salary.
- (b) Accidental Death and Dismemberment at 2x base salary.
- (c) A flexible Health and Dental plan with 3 levels: Bronze, Silver and Gold. This plan is fully paid by the Company for Bronze and Silver (with a Health Care Spending account amount dependent on your choice) and a premium Gold Plan which requires a small employee contribution and no health care spending account.
- (d) Short Term Disability paid by the Company at ninety percent (90%) of the employee's salary for a twenty-six (26) weeks' period paid at ninety percent (90%) of the employee's salary. There is a ten (10) day elimination period.
- (e) Long Term Disability paid by the Company utilizing the following formula: sixty percent (60%) of the first three thousand five hundred dollars (\$3,500.00) of monthly earnings; fifty percent (50%) of the next four thousand five hundred dollars (\$4,500.00) and forty percent (40%) thereafter to a maximum of eight thousand dollars (\$8,000.00)/month. The premiums paid on the employee's behalf are processed as a taxable benefit so if the employee is off on LTD their monthly income will be non-taxable.
- (f) Vision Care: amount dependent on the employee's choice (Silver or Gold). That specific amount is eligible per person in the plan and includes: one (1) eye exam per two (2) calendar years and amount for prescription glasses, contact lenses and laser eye surgery is applicable every second year as well.

13.24

**Pension Plan**

Eligible represented employees will receive the pension benefits offered under the Cummins harmonized retirement program as summarized below:

- (a) The Cummins Canada Employees Defined Contribution Pension Plan (DCPP) at the following contribution levels:
  - Employee contributes 1% / Employer contributes 2%
  - Employee contributes 2% / Employer contributes 3%
  - Employee contributes 3% / Employer contributes 4%
  - Employee contributes 4% / Employer contributes 5%
  - Employee contributes 5% / Employer contributes 6%

The DCPP is voluntary unless the employee is currently enrolled in the DCPP. Once an employee is enrolled in the DCPP, they cannot opt out but can change their contribution rate.

Employees are immediately vested in the DCPP.

DCPP Eligible pay consists of: Regular, Variable Compensation, Commissions, Holiday, Vacation, Premiums, Sick, STD, and Statutory Pay in lieu of Notice.

- (b) If an employee contributes the maximum five percent (5%) to the DCPP, the employee can also make voluntary contributions to the Cummins Canada Employees Registered Retirement Savings Plan (RRSP).
- (c) If an employee contributes the maximum five percent (5%) to the DCPP the employee can also make voluntary contributions into the Cummins Canada Employees Tax-Free Savings Account (TFSA).

The information presented here is a high-level summary of the Cummins harmonized retirement program. The DCPP will be administered according to the Cummins Canada Employees Defined Contribution Pension Plan text, which offers the full details of this plan. Should there be any conflict between what is presented here and the plan text, the plan text shall rule.

The Company agrees to provide the Union with relevant pension documents for the Cummins Retirement Program upon request. The documentation will be forwarded within thirty (30) days of issuance.

The Company commits not to diminish the level of benefit provided by the Cummins Retirement Program for the duration of this contract.

13.25 **Sick Days**

Ten (10) sick days are provided per year to be used when the employee is sick. These days are payable at one hundred percent (100%) of salary. Sick days will not be prorated and cannot be carried over into the next calendar year.

13.26 **Training of Third Party**

Customer employees, dealers, dealer employees and any others which the Company deems in its interest 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 group is displaced.

13.27 **Moonlighting**

It is agreed between the parties that moonlighting by an individual employee constitutes a serious breach of the duty of loyalty to the Company (this applies to Cummins Engines and Cummins related products only) and the Company may, if such action is proven, appropriately discipline the employee involved. This may include dismissal.

13.28 **Electronic Training**

All technicians (parts and service) will participate in and pass all assigned electronic training.

13.29      **After Hour Meetings and Training**

All after hour meetings and training attended by employees shall be paid at straight time rates for such time.

13.30      **Discrimination**

The Company and Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of age, race, color, religion, creed, sex, sexual orientation, physical or mental disability, ethnic, national or aboriginal origin, family status, marital status, political belief or affiliation, nor by reason of Union membership or activity.

**ARTICLE 14 – PAID EDUCATION LEAVE**

14.01      The Company agrees to pay into a special fund two hundred & fifty dollars (\$250.00) annually, effective November 10, 2017, for the purpose of providing paid education leave. Such leave will be for upgrading the employee skills of this bargaining unit. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, UNIFOR, effective from date of ratification, and sent by The Company to the following address:

Unifor Paid Education Leave Program  
Unifor  
115 Gordon Baker Road  
Toronto, ON M2H 0A8

**ARTICLE 15 – BARGAINING PROCEDURE**

15.01      The Company will grant time off without loss of pay, service, seniority or benefits to a maximum of three (3) employees chosen by the Union to attend a pre-bargaining caucus meeting. Time is not to exceed one (1) day for each of these employees.

15.02      The Company agrees to share fifty percent (50%) of the cost of the basic wages for employees who are members of the Union bargaining Committee while engaged in collective bargaining. The employee will remain at the employ of the company during such time. The company will pay the employee on his regular pay schedule and then invoices the union for fifty percent (50%) of the hours paid at the employee base hourly rate (benefits excluded).

**ARTICLE 16 – EQUIPMENT**

16.01      **Clothing**

All employees required to wear overalls or smocks shall have these supplied and cleaned by the Company at no expense to the employees involved, and in particular the Company agrees to supply eight (8) pair of coveralls to employees in the mechanical section, two (2) pair to employees in the shipping section and eleven (11) pairs to truck bay technicians, in accordance with the present system.

The Company shall pay the full cost of uniforms for all employees, including one

(1) warm winter jacket; these items shall be replaced as required.

The Company will provide each certified Field Service Technician with insulated coveralls and shall be replaced as required. The selection of the above coveralls shall be mutually agreed upon by the Company and the Field Service Technicians.

**16.02      Safety footwear**

In addition, the Company shall reimburse each employee, upon presentation of proof of purchase; up to three hundred and seventy-five dollars (\$375.00) taxes included for CSA approved safety footwear.

**16.03      Tools**

(a) The employer will make torque-wrench, multi-meters and any other required specialized tools available to in-shop Technicians (Tool-crib) and to each Field Service Technicians (Trucks). Normally, should a specialized tool be required, the employer will provide it.

(b) The following are taxable benefits:

i) The employer will pay for personal torque-wrench and meter calibration.

ii) All technicians can claim up to six hundred and seventy-five dollars (\$675.00) for tool reimbursement per contract year. Employees will give the Company a copy of all receipts for tools purchased in order to claim this reimbursement.

iii) The Company will pay fifty percent (50%) of the cost for repairs of air and power tools. The need for repair must be presented to the immediate supervisor for prior approval.

**ARTICLE 17 – JOB POSTING**

**17.01** All job vacancies and new positions in the bargaining unit shall be emailed to all bargained members and posted for fourteen (14) calendar days on the special bulletin board for union purposes. Employees desiring such job shall then apply, in writing or by sending an email to the recruiter within the above period. The senior employee applying who has the ability to do the job shall receive such job, providing the employee has the necessary qualifications and ability.

When new jobs are available, wherever possible the Company will promote employees to a better paying job; seniority, qualifications and ability to be considered.

**17.02      Temporary Replacement**

Temporary work assignments from one classification to another may be required when replacing employees who are off work due to illness, accidents, vacation or

personal leaves for as long as they do not extend beyond four (4) weeks, such replacement will not require a job posting as per Article 17.01. However, if an employee is to be absent for more than four (4) weeks, the Employer, once informed, will post his position as per Article 17.01. The posting will indicate that the vacancy is as the result of an employee's absence. A candidate applying for the position will be aware that should the employee return to work he may have to return to his former position. An employee who accepts a temporary assignment shall be paid at the hourly rate of pay in the temporary classification that provides an increase, or their current level of pay, whichever is greater.

This Agreement made and entered into this 31<sup>st</sup> day of January, 2022.

**CUMMINS CANADA ULC**

*Alain Roy*

---

*Shannon Hebert*

---

**UNIFOR LOCAL 4005**

*Rocke*

---

*Brett Pye*

---

*Shayne Joudrey*

---

**SCHEDULE "A"**  
**CLASSIFICATION AND HOURLY WAGE RATES**

CLASSIFICATIONS	Retroactive to January 1 <sup>st</sup> 2021	Retroactive to November 10 <sup>th</sup> 2021	November 10 <sup>th</sup> 2022	November 10 <sup>th</sup> 2023
Technician	\$35.53 (+2%)	\$36.59 (+3%)	\$37.69 (+3%)	\$38.63 (+2.5%)
Parts person	\$30.75 (+2%)	\$31.68 (+3%)	\$32.63 (+3%)	\$33.44 (+2.5%)

Should a new classification be established during the term of this Agreement, the parties hereto will confer and agree upon a wage rate therefore satisfactory to both parties and such wage rates shall be effective as of the date said work goes into effect.

### Signing Bonus

In the two (2) weeks following the ratification of the Collective Agreement, the employer pays to each employee hired before November 9<sup>th</sup>, 2020 and still employed by the company at the time of payment a sum of four hundred dollars (\$400.00) as signing bonus, less applicable deductions.

### 1.1 SALARY PROGRESSION

### 1.1.1 Progression Schedule

**Wage rate during progression based on the rates in Schedule "A";**

### Technicians:

<u>Months of Service:</u>	<u>Progression Rate:</u>
• From 0 to 6 months	60% of the Technician rate
• From 6 to 12 months	65% of the Technician rate
• From 12 to 18 months	70% of the Technician rate
• From 18 to 24 months	75% of the Technician rate
• From 24 to 30 months	80% of the Technician rate
• From 30 to 36 months	85% of the Technician rate
• From 36 to 42 months	90% of the Technician rate
• From 42 to 48 months	95% of the Technician rate
• After 48 months	100% of the Technician rate

**Parts Person:**

Months of Service:	Progression Rate:
• From 0 to 6 months	60% of the Parts Person rate
• From 6 to 12 months	65% of the Parts Person rate
• From 12 to 18 months	70% of the Parts Person rate
• From 18 to 24 months	75% of the Parts Person rate
• From 24 to 30 months	80% of the Parts Person rate
• From 30 to 36 months	85% of the Parts Person rate
• From 36 to 42 months	90% of the Parts Person rate
• From 42 to 48 months	95% of the Parts Person rate

- After 48 months 100% of the Parts Person rate

**1.1.2 Salary progression for employees who are not at one hundred percent (100%) of their rate.**

Progression remains automatic for all employees already hired by the employer prior to January 16<sup>th</sup>, 2022.

An employee progresses automatically every six (6) months from one progression rate to another, as determined by this appendix and subject to 1.1.4 below.

**1.1.3 Progress is based on an assessment for all employees hired after January 16<sup>th</sup>, 2022.**

An employee working through their progression rate is subject to an evaluation by their supervisor six (6) months following the hiring date and every six (6) months thereafter, until the maximum percentage (%) rate of their assignment is reached.

Such employee will be evaluated according to the following five (5) criteria:

- 1) Completed and passed the training courses in which they participate.
- 2) Followed the procedures relating to health & safety and done their JSA (Job Safety Assessment) conscientiously as required for the specific assignment.
- 3) Followed the work procedures specific to their position (eg: precise and complete documentation, Guidanz sessions followed);
- 4) Satisfied customer requirements.
- 5) Not received discipline, regarding work performance or behaviour, within the six (6) months progression period.

An employee who has successfully met all the evaluation criteria is entitled to the next percentage (%) level of the salary progression of their position, retroactive to the first pay period following the anniversary date of his six (6) months.

The employee who does not meet the requirements of one or more of the five (5) evaluation criteria above must wait a period of three (3) months before being entitled to a new evaluation according to the same criteria. In such situation, the employee is entitled to progress to the next salary progression rate of their position, retroactive to the first pay period following the anniversary date of these three (3) months. Such employee is entitled to the next progression six (6) months later.

**1.1.4 An employee progresses as determined by this article and subject to the condition below.**

- a) Progression does not apply during an absence from work for any reason whatsoever for a period of more than two (2) months.
  - b) Any employee transferred from one position to another (following a layoff or layoffs), whose wage rate is lower, continues to be paid the wage rate of the previous position, with the exception of a vacant position granted to an employee following a posting stipulated in Article 17 of this agreement.
- 1.1.5 When newly hired employees start on the grid at a higher rate than described above, they shall progress at the six (6) months anniversary of their date of hire and every six (6) months thereafter until they achieve one hundred percent (100%) of their rate of pay.
- 1.1.6 At the ratification of the 2020 – 2024 contract, all employees that have not yet reached the one hundred percent (100%) of their salary classes will be assigned the next higher percentage (%) level from their current salary by their Manager.

## **1.2 FIELD SERVICE:**

- 1.2.1 Field Service Technicians will be called upon to perform service work in the field after regular working hours, including Saturday, Sunday and Statutory Holidays. We expect him/her to perform such duties under reasonable circumstances unless he/she has a legitimate reason for not being able to perform the service work.
- 1.2.2 Field Service work is defined as work conducted on the Company's behalf beyond the confines of the Company property or its immediate surroundings.
- 1.2.3 It is agreed by the Employer that a one dollar & fifty cents (\$1.50) field service rate premium is paid per hour to all permanent Field Service Technicians on top of the employee actual base salary; and to all In-Shop Technicians who meet the definition at 1.2.2. The Field Service premium is part of the salary for the overtime and double time calculation.

At the ratification of the 2020-2024 contract for the transition to the new premium system, the base salary of the actual permanent Field Service Technician will be adjusted to one hundred percent (100%) of the Technician salary and the premium will be applied on top of their base salary.

## **1.3 PARTS LEADER:**

The Parts Leader receives a two dollar (\$2.00) hourly premium on top of their base hourly rate. The premium is included in the overtime and double time calculation.



**SCHEDULE "B"**  
**LABOUR MANAGEMENT COMMITTEE**

The Company and the Union agree to establish a Labour Management Committee composed of two (2) representatives of the Union and two (2) representatives of the Company. The Labour Management Committee shall meet as required at a time and place to be decided by the Committee to discuss all proper subjects of general interest to both the Union and the Company, including health, safety and other matters, but the Labour Management Committee is not intended to nor shall it replace the grievance procedure and all matters properly dealt with by the grievance procedure and not by the Labour Management Committee. The Committee shall have power to add by mutual agreement, and to make rules and regulations concerning its organization, procedure, time for meetings, and the conduct of its affairs.

**SCHEDULE "C"**  
**MIDNIGHT SHIFT**

In the event it becomes necessary to revise work schedules and employees are required to work midnights (from 12:01 am to 8:00 am, Tuesday through Saturday), the Company shall initiate meetings with the Union to ensure there is an understanding of the desires of the employees as well as the operational requirements of the Company. Only after the fullest discussion, including discussion of alternate schedules as applicable, has taken place between the Company and the Union, revised work schedules would be implemented. The schedule developed at these meetings will be published and posted not later than two (2) weeks prior to implementation.

**MEMORANDUM #1  
INCENTIVE PROGRAM**

Employees are eligible to participate in the Variable Compensation Plan at an individual participation rate of four percent (4%). The plan is subject to approval of Cummins Senior Management, who will resolve all issues regarding plan interpretation, administration, and consideration of unusual business circumstances that may substantially impact the plan.

Payments under the Plan shall be based on the terms and conditions set forth in the Plan document and are subject to change at the discretion of Cummins Management. Cummins maintains the authority to amend or modify the Plan at any time.

**MEMORANDUM #2  
PARTS LEADER PREMIUM**

The Parts Leader premium described in the Schedule "A" section 1.3 is not applicable to and will not impact the current (as of November 2021) Parts Team Lead whose current rate of thirty-four dollars & fifty cents (\$34.50) will be grandfathered into the Contract for the duration of his tenure in this role.

Any future annual increases will be applied to the current rate for this employee.

The terms and conditions described in Schedule "A" section 1.1 for the Parts Person group of employees is also applicable to the actual Parts Leader.

Any new or additional Parts Leader will receive the premium described in the Schedule "A" section 1.3.

## **LETTER OF UNDERSTANDING**

### **SUBJECT: OVERTIME EARNINGS AND PENSION PLAN**

---

In order to remove the overtime from the earnings calculations in the pension plan, the employer pays each employee no later than ninety (90) days following the ratification of the Collective Agreement a compensation amount for the exclusion of the overtime from pension plan earnings. This calculation is based on one of the following three (3) calculation methods, whichever is most advantageous for each employee according to their specific situation (based on the last three (3) years (2018-2019-2020) average overtime earnings):

1. Payment of one thousand dollars (\$1000.00); or
2. Average of six percent (6%) of the employer's contribution for the last three (3) years (2018-2019-2020) increased by seventy-five percent (75%); or
3. Average of six percent (6%) of the employer's contribution for the last three (3) years (2018-2019-2020), plus five hundred dollars (\$500.00).

The employee continues to accumulate overtime in their pension plan until the withdrawal and payment of the amount mentioned in the previous paragraph.

## **LETTER OF UNDERSTANDING**

### **SUBJECT: PERFORMANCE MANAGEMENT ASSOCIATED TO MERIT**

---

#### **The parties agree as follows:**

In order to promote the growth and development of employees (in their current role and / or potential future role), the company sets up a performance management program for all employees (the “eligible employees”) \*. Details associated with this program are available on our intranet.

The company uses the results of the employee performance management process to identify and reward the Exceptional and Solid performing employees as described in the following table.

<b>Performance Definition:</b>	<b>Performance is:</b>	<b>Rating</b>
<b>Results were consistently and reliably delivered <u>well beyond</u> documented work plan objective and metrics. Stakeholders indicate a high degree of satisfaction. No significant objectives were missed through the performance period. <u>Exemplary</u> demonstration of Cummins Core Values was recognized by stakeholder(s).</b>	<b>Exceptional Performer</b>	<b>1</b>
<b>Results were consistently and reliably delivered relative to documented work plan objectives and metrics. Stakeholders indicated satisfaction with performance. No significant objectives were missed through the performance period. Acceptable demonstration of Cummins Core Values was recognized by stakeholder(s).</b>	<b>Solid Performer</b>	<b>2</b>
<b>Results were <u>not</u> consistently and reliably delivered relative to documented work plan objectives and metrics. Stakeholders indicated dissatisfaction with performance. Key objective(s) were missed through the performance period. <u>Unacceptable</u> demonstration of Cummins Core Values was recognized by stakeholder(s).</b>	<b>Low (Less Effective) Performer</b>	<b>3</b>

#### **Annual bonus associated to merit:**

- 1) In July of 2023 and July of 2024, the Top performing (Exceptional performance) eligible employees receiving a rating of 1 and Solid performing (Solid Performance) eligible employees receiving a rating of 2 receive an annual bonus in the form of a lump sum. The amount of the bonus is set by the employer with a guarantee minimum percentage calculated on the annualized base (straight) salary as of January 1<sup>st</sup>. The amount of the bonus is communicated to the eligible employees in the first quarter of the year and is paid in July of each year.

- a. Top performing employees (Exceptional performance) receiving a rating of 1 receive a bonus representing the difference between the percentage increase determined for employees in Canada and the percentage (%) increase provided for in the Collective Agreement with a minimum of 1.75%.
  - b. Solid performing employees (Solid Performance) receiving a rating of 2 receive a bonus representing the difference between the percentage increase determined for employees in Canada and the percentage (%) increase provided for in the Collective Agreement with a minimum of 0.75%.
- 2) Underperforming employees (Low Performance) receiving a rating of three (3) do not receive any annual bonus associated with the merit.

**Challenge process for the assessment:**

The employee dissatisfied with the merit assessment received for the previous year can access the appeal process managed independently by human resources. The appeal process ensures that the employee receives an evaluation reflecting their actual performance for the year. This request for review must be submitted to human resources within ten (10) working days of the communication of the evaluation rating to the employee. Human Resources will submit their assessment analysis no later than June 1<sup>st</sup>.

An employee who is still dissatisfied with the evaluation following the appeal process can raise a grievance according to the terms and conditions provided for in the collective agreement.

**Communication and continuous improvement:**

In the first quarter of the year, the employer presents to the union committee the performance plan for unionized employees for the current year in order to revise and clarify if necessary, the language related to each of the objectives and then share it with all unionized employees.

Subsequently, the management organizes a meeting at least quarterly with the members of the union to discuss the evolution of the program and thus make it possible to identify the opportunities for improvements to be put in place to ensure the success of employees, people leaders and the company towards the achievement of the objectives.

**\*Eligible employee's:**

- a) Reached one hundred percent (100%) of their progression rate before January 1<sup>st</sup> of the current year;
- b) Be employed by the company on July 1<sup>st</sup> of the current year; and
- c) New hires starting work prior to October 1<sup>st</sup> of the previous year.

**LETTER OF AGREEMENT BETWEEN:**  
**CUMMINS CANADA ULC**  
**AND**  
**UNIFOR LOCAL 4005**

**WHEREAS** Article 5.01 (e) of the collective agreement currently states:

*A night shift consisting of two (2) technicians will work from 3:30 p.m. to 12:00 midnight Monday to Friday, with one-half (1/2) hour out for lunch. The employees working such night shift will be paid a ten percent (10%) of straight time shift premium up to a maximum of three dollars (\$3.00) per hour and also will be paid for a forty-two and one-half (42.5) hour work week. This night shift will be done on a voluntary rotating basis but two (2) technicians will always be available for such shift. The Union agrees to open the Agreement at any time to discuss increasing such night shift. The night shift may be increased to three (3) technicians if the customer demand requires. A night shift will also include a Partsperson whose hours of work shall be mutually agreed between the parties. The shift premium is excluded from the overtime and double time calculation.*

**WHEREAS** The Employer has raised concerns regarding a gap in the metrics of employees working such shift.

**WHEREAS** The Union has raised the concern that no employee should lose income if an agreeable modification, after the ratification of the Collective Agreement, was to be made.

**NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING REGARDING ARTICLE 5.01 (e):**

1. For the duration of this collective agreement, Article 5.01 (e) of this collective agreement shall be as follow:

*A night shift consisting of two (2) technicians will work from 3:30 p.m. to 12:00 midnight Monday to Friday, with one-half (1/2) hour out for lunch. **The employees working such night shift will be paid a fifteen percent (15%) of straight time shift premium.** This night shift will be done on a voluntary rotating basis but two (2) technicians will always be available for such shift. The Union agrees to open the Agreement at any time to discuss increasing such night shift. The night shift may be increased to three (3) technicians if the customer demand requires. A night shift will also include a Partsperson whose hours of work shall be mutually agreed between the parties. The shift premium is excluded from the overtime and double time calculation.*

2. At the next round of negotiations both parties agree to modify Article 5.01 (e) according to point 1 above unless one of the parties signifies to the other its interest in re-negotiating it.

Signed on this 31st day of January, 2022.

FOR CUMMINS CANADA ULC



---

**Alain Roy**

FOR UNIFOR LOCAL 4005



---

**Roch Leblanc**