

## **Finning (Canada) Bargaining Proposals**

Between

Finning (Canada), a Division of Finning International Inc.

And

International Association of Machinists and Aerospace Workers  
Vancouver Lodge 692

*Dated for Reference: April 7, 2017*

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### **General Comments:**

We enter these negotiations with the desire to find ways to grow Finning (Canada), A Division of Finning International Inc. and to provide opportunities to the advantage of both parties.

- These proposals represent matters that the employer wishes to reach agreement on with the Union.
- A monetary proposal is not included at this time. The Employer's monetary proposal will be dependent on the length of the term of the new collective agreement.
- The Employer reserves the right to make proposals and/or counterproposals to any and all matters, issues, articles and or proposals raised by the Union.
- This proposal is complete except for any errors or omissions or specific matters/issues noted.

1.03	<p>The Company agrees that as a condition of continued employment, all employees who are or may be covered by the Certificate of Bargaining Authority issued to the Union by the Department of Labour of the Province of British Columbia and the Yukon must become Members of the Union within thirty (30) calendar days of commencing employment and remain Members during the life of this Agreement.</p> <p>During the probationary period ninety (90) days the Company retains the right to dismiss the person and said person will not have access to the grievance procedure unless there is a claim of discrimination against them as defined by the Human Rights Code of British Columbia.</p> <p><del>An employee re-entering the employment of the Company in the same classification after his/her right to recall has expired will not be subject to another probationary period as long as their absence does not exceed three (3) years.</del></p>
1.05 – NEW	<p>An Employee may be discharged after sixty (60) months while absent on approved leave or while covered by Worker's Compensation or Long Term Disability benefits, except where the prognosis of the Employee suggests his/her return to the workplace is imminent. Layoff due to lack of work is excluded from this provision. Where the prognosis of the Employee suggests his/her return to the workplace will not be possible, the Employer will notify the Union prior to termination.</p>
6.01	<p>Time worked in excess of the standard hours of work shall be considered overtime, and overtime shall be paid for at <b>one and a half (1.5) times the regular hourly rate.</b> <del>double time rates</del></p>
6.02	<p><del>Applicable Double overtime rates shall be paid for work on Saturdays and Sundays, except as provided in 6.03.</del></p> <p>Part-time employees will be paid overtime after eight (8) hours in a day, forty (40) hours in a week, Sundays, and Statutory holidays; where practical the Company will attempt to assign two (2) days off when five (5) consecutive shifts (40 hours) are scheduled.</p>
6.03	<p><del>Double</del> <b>Applicable</b> overtime rates shall be paid for all work performed on Mondays in the same week in which the Tuesday to Saturday shift is worked.</p>
6.07	<p>When employees are required to work extended hours in excess of ten (10) <b>hours (for 8 hour shifts), not including travel time</b>, the Company will pay the cost of a good meal. <del>If an employee chooses not to take a meal break,</del> The employee <del>they</del> will be paid <b>up to \$20.00 to compensate for a meal as long as a receipt is provided.</b> The time required to consume the meal shall not be less than one-half (1/2) hour and this break will occur at the regular meal hour.</p>
7.01	<p>Employees called out after their regular shift shall receive a minimum of three (3) hours pay at <del>double</del> <b>overtime</b> rates. Only one (1) call out will be paid for in each three (3) hour period.</p>
7.02	<p>Employees called in to work on scheduled days off and Statutory Holidays shall receive a minimum of four (4) hours pay at <del>double</del> <b>overtime</b> rates, plus any applicable Statutory Holiday pay. Only one call in will be paid for in each four (4) hour period.</p>
7.05	<p>Employees called in before their regular starting time shall be paid at <del>double</del> <b>overtime</b> rates for time worked prior to their regular starting time.</p>
8.01	<p>The provisions of Article 5.0<b>940</b>, Articles 7.01 and 7.02 shall not apply in the event of an emergency such as fire, flood, power failure, etc., beyond the control of the Company, or if</p>

	he/she was previously instructed not to report. In any such event, he/she shall be paid for the actual time worked at prevailing rates according to Classifications.
10.02	Travel time at <del>double time</del> <b>one and a half times the hourly</b> rates shall be paid outside the regular hours of work. For those employees travelling in Company or rented trucks or cars. This provision shall not apply when an employee is travelling by a public carrier or to and from a public carrier.
13.01 (c)	<del>Any employee who accepts a temporary transfer will have the conditions of the transfer provided on the appropriate form prior to the transfer. The form will outline details of travel (transportation and time), accommodations and reasonable meals, overtime opportunity, duration of the transfer, job expected to be performed, and allowances.</del>
13.01 (d)	<b>Prior to overtime worked being banked while on a temporary transfer, a discussion and agreement is required between the employee, the employee's home branch and the receiving branch.</b> <del>Overtime worked while on a temporary transfer may be banked.</del>
13.02	Any employee who may be on a temporary transfer to a Company Branch or Depot for a period not exceeding ninety (90) days, shall receive transportation, <del>first class</del> accommodation, and travel time, while on the job, or returning to his/her home station, providing he/she does not terminate employment before his/her posting expires.  The Company will also pay \$60.00/day per diem to cover the costs of meals <b>unless they have been transferred to a location where meals are provided to them.</b> Article 6.07 shall not apply.  The Union will be notified in writing of all Temporary Transfers. Temporary transfers may be extended past ninety (90) days with Union approval.
13.05	<del>If such permission is granted, the Company will provide the cost of ground transportation, or other transportation costs approved by the Company, for the employee to visit his/her home station, and to return to the Branch or Depot in time to resume work at the start of his/her regularly scheduled shift the following week.</del>
13.06	<del>On weekends where the employee returns home the Company shall pay in addition to the foregoing, a maximum of three (3) hours pay at the appropriate travel time rate.</del>
13.08 NEW	<b>Notwithstanding article 13.02, employees who accept a temporary transfer to a location with a specific LOU, will receive the appropriate travel, accommodation and meal allowance as per that LOU.</b>  <b>If the LOU has a specific shift rotation outside of the 5 and 2 shift rotation, the employee will only receive travel time for the first travel to and the last travel out of the temporary transfer.</b>
14.07	<del>If an employee wishes to change locations or positions, he/she should make written application to the Human Resources Department in the Head Office of Finning (Canada) a Division of Finning International Inc.</del>  <del>An application does not guarantee an employee the right to a vacancy, rather that the application will be considered when a vacancy does occur.</del>
14.08 (a)	Where appropriate, permanent job opportunities will be posted <b>online for all employees to view.</b> <del>in all branches.</del> Where the staff level of a branch is not being increased, the posting may be restricted to that branch and may be restricted to applicants from that location. The postings will use generic content outlining required skills and competencies for the positions. Where specific requirements based on industry or branch needs vary from the generic

	content, they will be reviewed by Human Resources. A copy of the job posting will be <b>available online where provided to the Shop Steward can view it.</b>
14.08 (c)	<del>Where two or more employees are deemed to be reasonably equal, preference shall be given to the most senior applicant.</del>
15.09 NEW	<b>Yukon employees' to receive Heritage Day in February instead of Family Day.</b>
17.04	<p>Tool Allowance: The allowance will be provided to an employee requiring and using a <b>personal</b> complete set of tools. A complete set of tools comprises a kit of at least eighty percent (80%) of the value of the average Journeyman Mechanic's kit.</p> <p><b>In the event that the Employer provides all tooling the allowance will not be paid.</b></p> <p><b>In the event that an Employee transfers to or from a Branch/Facility where all tools are supplied by the Employer, the tool allowance will be paid out on a pro-rated monthly basis (any partial month worked will be considered a full month worked).</b></p> <p>Journeyman Mechanics, Machinists, Electricians, Apprentices and Specialists will be provided with a tool allowance as outlined below.</p> <p>Welders will receive Sixty (\$60.00) dollars. He/she will receive the same tool allowance as a Journeyman Mechanic if required to carry a full tool box.</p> <p>The Company will require a tool list for all people receiving the allowance.</p> <p>Tool allowance for Mechanics and Apprentices will be paid as follows:</p> <p>September 1, 2015<del>7</del> – August 30, 2017<del>8</del>\$750.00</p> <p>(a) The allowance will be paid once per year on the second (2nd) pay in September 1st for the preceding one year period (Eg. Sep 1, 2015<del>6</del> – Aug 31, 2016<del>7</del> is paid on second (2nd) pay in September, 2016<del>7</del>)</p> <p>(b) If an employee resigns before August 31, his/her existing allowance will be prorated. New employees will receive a pro-rated tool allowance in September.</p> <p>(c) If an employee is laid off or severed then the allowance will be prorated based on the months that employee worked.</p> <p><b>(d) The Employee will take their personal air and/or battery operated tools home and the Employer will supply an Employer owned tool. However, it will be at management's discretion whether an air or battery operated tool will be provided. If required for business purposes, the Employee may bring their own personal air and/or battery operated tool to work. Prior to the Employee bringing in their own air and/or battery operated tool, they must have management approval. Employees responsible for tools provided by the Employer must ensure that the tools are returned to the Employer in event of layoff or termination.</b></p>
18.08	<del>Employees may access will be provided a copy of the "Guide to Your Group Benefits – for hourly employees of British Columbia and Yukon" on the company intranet. upon request to the Branch HR Contact.</del>
25.17 NEW	<b>The Company will reimburse 50% of the cost of one pair of custom earplugs every 2 years for Employee's that require earplugs at their work site.</b>

25.17 NEW (from LOU 3)	<p>The Company shall provide a Backpack Respirator/Fresh Air Welding Helmet to welders on an as-required basis.</p> <p>Employees will be encouraged to wear a respirator for all welding work.</p>
25.15	<p><u>Training Sessions, Meetings and Interviews.</u></p> <p>(a) The Company shall pay time and one-half rates for all compulsory non-apprenticeship training and meetings outside the regular hours of work during the week, with the exception of interviews and all travel time which will be paid at straight time rates. Meal allowances do not apply for compulsory training sessions of two (2) hours or less during the week and Saturdays. Meal allowances will not be paid if meals are being provided during the training.</p> <p>(b) It is the Company's intent that voluntary training sessions and meetings be limited to two (2) hours and the Company will supply the cost of a good meal if a meal is not provided</p> <p>(c) Travel expenses paid by the Company will be airfare or the standard Corporate rate per kilometre, however the employee gets to the training session, meeting or interview.</p> <p>Call time guarantees do not apply for any training sessions.</p>
26.01	<p>The parties hereto recognize that employees are entitled to a measure of job security based on length of service. It is further mutually recognized however, that in connection with job security, the skill, efficiency of an employee must also be studied as well as seniority standing.</p> <p>It is agreed that, other things being equal, laying off work and resuming work will be done according to seniority with the Company, in the particular Branch or Division, in the Classification in which the employee is engaged. <del>However, the following layoff order will be followed when layoffs are required in the Service and/or Parts Departments:</del></p> <ul style="list-style-type: none"> <li><del>● Students</del></li> <li><del>● Casual Labourers</del></li> <li><del>● Part-Time employees (Parts department)</del></li> <li><del>● Journeyman Helpers (Service department)</del></li> <li><del>● Other service or parts classifications in accordance with this agreement</del></li> </ul> <p>In the event of layoffs, the principle of last person on, first person off, shall prevail provided the employee is qualified and able to perform the available work.</p> <p>The Company, however, agrees that when it is necessary for layoffs to be made which are not strictly in accordance with the Seniority List, the Shop Steward will be notified if possible in advance, and will be fully informed on the matter if he/she so requests.</p> <p>Decisions on layoffs, re-hiring, promotions etc., will be the responsibility of the Company, but it is understood that any dispute arising therefrom may be taken up under the Grievance Procedure of this Agreement.</p> <p>Company seniority for purposes of this clause will be time spent as a Union member.</p>
26.05	<p>A laid-off employee shall retain their seniority and recall rights with the Company for twelve (12) months after date of layoff. Effective July 1, 2003, in order to avoid situations where employees lose seniority standing during layoffs, employees shall accumulate seniority for</p>

	<p>the duration of such layoffs. However, no time will be credited towards pay increments during layoff.</p> <p>Employees shall not receive company benefits during layoffs, except as provided in 18.03, 18.04 and Article 27.</p> <p>The temporary layoff shall be considered uninterrupted for employees who are recalled to less than two (2) consecutive weeks of employment.</p> <p>However, if an employee is re-hired within <del>three (3)</del> <b>one (1)</b> years of lay off, his/her seniority rights will be reinstated less the period of absence.</p>
26.07	<del>Employees who are recalled from layoff to a different branch will be deemed to have returned to their home branch first in order to re-establish their seniority in the home branch.</del>
27.02	<p><u>Branch Closure</u></p> <p>(a) In the event that the Company decides to close, <del>restructure, or relocate</del> any of the existing <del>facilities branches or divisions</del> and work is no longer available the affected employee(s) shall be <b>given preference in offered the first available</b> job opportunities in his/her classification, in accordance with Article 26.01. Should the affected employee(s) turn down this job opportunity and the relocation travel distance is less than three hundred kilometers (300 km) the employee shall be offered severance on the basis of 27.01</p> <p>(b) If suitable employment cannot be found within thirteen (13) weeks as in (a), the employee shall receive severance pay in the amount of three (3) weeks per completed year of service to a maximum of <del>one hundred and four (104)</del> <b>fifty two (52)</b> weeks pay. Alternatively the employee shall have the option of maintaining recall with the Company for a period of twelve (12) months, and the provisions of 27.02 (a) shall apply. At any time during this period he may terminate employment by requesting payout of this severance pay.</p>
30.04	<p><u>JOURNEYPELSON:</u> A journeyperson must be able to carry out any work in his/her trade as required by the Company with the aid of issued drawings or relevant information. Trades will be recognized as standard industrial trades. The following Journeyperson groups will be recognized as separate classifications:</p> <ul style="list-style-type: none"> <li>• Mechanic</li> <li>• <b>Field Mechanic</b></li> <li>• Welder</li> <li>• Machinist</li> <li>• Electrician</li> <li>• Painter</li> <li>• Cable Shovel &amp; Drills</li> </ul> <p>The Company will recognize Journeypersons hired with the appropriate British Columbia Tradesman Qualification tickets and/or Interprovincial Tickets, as Journeypersons and these Journeypersons shall start at the Journeyperson's rate as listed in the Collective Agreement if their qualifications meet company standards.</p>
30.05	<p><u>GAS COMPRESSION <b>TECHNICIAN MECHANIC</b>:</u> is a Journeyperson who maintains and repairs gas compression equipment. An employee in gas compression must hold a Journeyperson ticket in the applicable <b>Electrical</b>, Mechanic Millwright or Automotive trade.</p>

30.17	NOTE: PART-TIME PARTSPEOPLE are those employees who work a regular relief roll. This usually covers the weekend work such as a Friday night shift, or an all-day Saturday shift. Most often these employees are recruited from the ranks of the summer help.
30.18	PERMANENT PART-TIME ( <del>PARTS DEPT. ONLY</del> ): An employee who works a regular shift that totals one-half (1/2) or more of the scheduled shift hours shall receive Statutory Holiday pay prorated to the actual shift hours they work. They shall accrue vacation pay in accordance with Article 16 of the Collective Agreement, except that they shall receive the appropriate percentage of gross earnings based upon their actual earnings.
30.21 NEW	<u>POWER SYSTEMS COMMISSIONING TECHNICIAN</u> : is Journey person who is responsible for performing procedures, activities and duties associated with the commissioning of natural gas, diesel and EPG engines. Duties include leading installation, commissioning, servicing and training other junior level technicians on all Caterpillar series engines and systems. The purpose of the Commissioning Technician is to be proficient in new equipment installation, commissioning, and performing advanced troubleshooting with no supervision.
30.22 NEW	<u>Equipment Operator</u> : description should be added
30.23 NEW	<u>Maintenance Assistant</u> : description should be added
30.24 NEW	<u>Maintenance Support Staff</u> : description should be added
30.25 NEW	<u>Cable Shovel &amp; Drills Technician</u> : description should be added
31.01	A ratio of <del>four (4)</del> <b>two (2)</b> Journeypersons to one (1) Apprentice will be maintained. <del>on the following basis:</del>
31.02	<del>For mechanical apprentices, the mechanical staff employed by the company shall be the group in which the ratio is applied. For the parts apprentice, the ratio of four (4) two (2) journeypersons to one (1) apprentice will apply in branches with more than four (4) parts employees. In a branch with four (4) or less parts staff, there will be a maximum of one (1) apprentice. This ratio may be changed by mutual agreement based on altered business activity that requires accelerated training to fill journeyperson vacancies.</del>
31.03	Apprentices in their final year shall be classified as Journey person for ratio purposes <b>once they have completed their third year of training and hours.</b>
31.05	The Company will cover the costs of tuition, <b>mandatory</b> books and normal rate of pay for the first attempt at each appropriate Apprenticeship schooling level, and if required, <del>both</del> <b>one</b> re-writes. If the Apprentice fails at any level of the apprenticeship program, a joint discussion with the Apprentice, Union Business Representative and the Manager will be arranged by the Company. If it is determined that more schooling is required the Apprentice will be responsible for those costs except in the case of proven extenuating circumstances agreed to by both parties.  For trades that allow challenge exams, if an employee chooses to challenge any level of the apprenticeship, the Apprentice will be responsible for all costs and lost time. If the Apprentice is successful on his/her first attempt at challenging the exam the Company will reimburse the Apprentice for costs and normal rate of pay. If an Apprentice is unsuccessful on the challenge exam, he/she will not be permitted to challenge any other level and will be required to attend each appropriate schooling level.

	<p><del>An Apprentice who has not satisfactorily passed any required examinations on the completion of the scheduled hours of cumulative service, may be required to serve an additional six (6) months maximum in order to qualify as a Journeyperson. This period may change depending upon what the Industry Training Authority dictates.</del></p> <p>In the event that an employee who has been hired into an Apprenticeship Program voluntarily terminates employment within two (2) years following the completion of any apprenticeship training, the employee will be required to reimburse the Employer for tuition fees, textbooks, and normal rate of pay (minus the calculated EI benefits for the schooling period) for attending apprenticeship school on a pro-rated basis for the previous year of schooling.</p>
31.06	<p>An Apprentice having served his/her required time and having passed any necessary examinations and who meets the on-floor standards of the Company, will be classified as a Journeyperson.</p> <p>The Journeyperson rate and title will be effective the day all requirements are met including hours, exam, interprovincial exam and recommendation for certification.</p>
31.07	<p><del>During periods when Apprentices are attending authorized training classes at vocational school annually, the Company will pay for all tuition fees, books and mandatory supplies.</del></p>
31.11	<p>The Company will pay the cost of direct travel, travel includes air fare, bus fare from home to the city of the course). It does not include taxis, airline limousines, daily transport while attending class.</p> <p>The Company will pay the Apprentice a maximum of Four Hundred Dollars (\$400.00) per week to cover all living and city travel and weekend expenses while the apprentice attends school as per the Apprenticeship expense guidelines. Detailed receipts will be required. The Apprentice will be required to travel a minimum of one hundred (100) km to qualify for the living subsidy.</p>
31.13	<p>In order to qualify for a Journeyperson Certificate, the graduating Apprentice will be required to pass all final government examinations, a performance discussion and a sign off/approval on recommendation for certification form from management. <del>Qualifying Examination consisting of a written theoretical test, a performance discussion and a sign off/approval from Management.</del> The written portion of this examination will meet the conditions of and be approved by the Industry Training Authority.</p>



**Schedule “A”**

Monetary to be tabled at a later date including introduction of an incentive plan as per 3.03.

**CLASSIFICATION – MECHANICAL**

Classification	Rate
Gas Compression Technician**	45.44
<b>Power Systems Commissioning Technicians</b>	<b>45.44</b>
Resident 9%	45.44
<del>Double Chargehand 15%</del>	
Chargehand 42%	46.69

Field Rate Two Dollars and fifty-five cents (\$2.55) per hour field rate to be paid above classification rate to all Service Department employees covered by this Agreement when working off Company Premises. The field rate will not attract overtime rates.

LeadHand 5% \$2.00 above Journeyperson Rate. The premium shall attract overtime rates. **A Leadhand is an employee who must be able to demonstrate leadership and is able and willing to instruct others in the performance of their work, or who periodically leads a job/project for a defined period of time.**

Shift Differential Three Dollars (\$3.00) per hour on the second shift.

Shift Differential Five Dollars and ten cents (\$5.10) per hour on the third shift.

~~\*\*Gas Compression—In consideration of the safety hazards and working conditions inherent in gas compression work, employees who work on gas compression equipment shall receive a nine percent (9%) premium on all hours worked. This premium shall attract overtime.~~

First Aid	Level 3 Ticket	\$1.05 per hour
Premiums:	Level 2 Ticket	\$ .90 per hour

People required to take courses during their normal work period will be paid during the course.

**Dual Ticket Premium**

Where, as a results of business needs, the Company requires an employee to hold dual certification, the employee shall hold classification seniority within his/her primary trade certification. The primary trade of the employee shall be determined at the time he/she posts into the position (ie: an employee who posts into a position as a mechanic-electrician shall be classified as a mechanic and shall be laid off as a mechanic; an employee who posts into a position as an electrician-mechanic shall be classified as an electrician and shall be laid off as an electrician). Employees may not use their seniority to displace employees classified in the trade of their secondary trade certification. If the company requires the use of a dual ticket, a One Dollar (\$1.00) per hour premium will be provided. This premium will not attract overtime.

## **Schedule “B” – Apprentices**

(Four year schedule)

Apprentices shall be required to complete the Total Hours as shown below in order to qualify for completion of their Apprenticeship and to be considered a Journeyperson. For the purposes of progression to the next increased wage rate, the Apprentice shall be required to complete the required number of Progression Hours **with the exception of the increase to the Journeyperson level when the rate and title will be effective the day all requirements are met including hours, exam, interprovincial exam and Recommendation for Certification.**

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

For any Trades not specifically outlined below, the number of hours shall be those established by the BC Industry Training Authority (ITA).

An Apprentice will still be required to meet the on floor standards of the company in accordance with Article 31 prior to being classified as a Journeyperson.

~~The Company agrees to credit an Apprentice at the beginning of his/her term, any previous relevant schooling and/or work experience as recognized and approved by the B.C. Apprenticeship Board.~~

## Schedule "C" – Parts Department

### CLASSIFICATION

Chargehand  
Journeyperson Partsperson  
HOSE MAKER (Specialist)

PARTS SALESPERSON: to receive five percent (5%) above Journeyperson Partsperson Rate.

~~Is an individual that spends at least fifty percent (50%) of their time directly involved with customers. This premium shall attract overtime rates~~

Leadhand – \$2.00 7% above Parts Journeyperson rate. Premium shall attract overtime rates. A Leadhand is an employee who must be able to demonstrate leadership and is able and willing to instruct others in the performance of their work, or who periodically leads a job/project for a defined period of time.

### PARTS WAREHOUSEPERSON

#### Classifications

#### Add Chargehand

\*Leadhand: \$1.50 5% above Parts WarehousePerson rate. Premium shall attract overtime rates. A Leadhand is an employee who must be able to demonstrate leadership and is able and willing to instruct others in the performance of their work, or who periodically leads a job/project for a defined period of time.

#### Hose Maker Premium:

Employees who make hoses will receive a \$1.00 per hour premium for all hours worked making hoses over their appropriate Parts Warehouseperson classification.

\* ~~Any new hire and promotion~~

**Wages for Regional Parts Distribution Centre Employees**

***Surrey – hired after June 30<sup>th</sup>, 2003***

***Other RDC's – hired after April 15, 2015***

Leadhand: **\$1.50** 5% above Parts Warehouseperson rate. Premium shall attract overtime rates. A Leadhand is an employee who must be able to demonstrate leadership and is able and willing to instruct others in the performance of their work, or who periodically leads a job/project for a defined period of time.

\*\* Note: Employees who are in a warehouse classification as of the date of ratification will maintain the current wages of the warehouse classification and will receive all wage increases as outlined in the schedules/wages section of this document.

1. All existing employees as of the date of ratification shall be grandfathered at existing rates.
2. Two tiered wage structure shall apply only to employees in the regional parts distribution centers.
3. Employees hired in the RPDC shall progress to top rate over a two years period; such employees who subsequently transfer out to a branch warehouse shall progress over one year to the regular warehouse rate.
4. ~~The Company agrees there shall be no closure of RPDC during the life of this Collective Agreement.~~
5. Employees who transfer into the RPDC shall be entitled to wages paid at the appropriate rate of pay based upon their date of hire.
6. The parties acknowledge that all RPDC provisions shall apply only to the **Surrey D78 location.** ~~to all RDC locations as follows.~~

**Schedule “D” – Oil Lab - Remove**

**Schedule “DE” – Tool Lab**

Classification
Tool Lab Assistant 0 - 6
Tool Lab Assistant 6 - 12
Tool Lab Assistant 1 year
Tool Lab Calibrator Level 1
Tool Lab Calibrator Level 2
Tool Lab Technician (trade ticket)
Tool Lab Chargehand (trade ticket)

Leadhand: \$1.65 5% above Tool Lab Technician rate. Premium shall attract overtime rates. A Leadhand is an employee who must be able to demonstrate leadership and is able and willing to instruct others in the performance of their work, or who periodically leads a job/project for a defined period of time.

## **Schedule "E E"**

### **GE.01** Employees' Tuesday to Saturday Work Week:

A work week to cover Tuesday to Saturday operation shall be operated under the following conditions.

Employees hired after January 1, 1971, but prior to October 15, 1985 the Company may schedule a maximum of three (3) employees in each branch or depot throughout the Province and six (6) employees in the Greater Vancouver Branches. Employees hired after October 15, 1985 will be excluded from this limit.

Employees hired after October 14, 1985 will be required to work a Tuesday to Saturday shift if requested.

For each ~~Service~~ Employee accepting a Tuesday to Saturday work week, the tour of duty shall not exceed thirty (30) consecutive calendar days at any one time except where the employee wishes to remain on this shift and so signifies in writing

Five (5) consecutive days, Tuesday to Saturday inclusive, shall be worked.

### **GE.02** All Departments: Tuesday to Saturday Shift Premium

A Premium of One Dollar and Fifteen Cents (\$1.15) per hour for all hours worked shall be paid above the normal Classification rate to employees of all departments who work a Tuesday to Saturday shift.

In addition to the above, if a second or third shift is employed, then the standard shift premium shall also apply.

**Schedule "GF"**

**HOUSING ALLOWANCE**

This allowance will be paid to Employees who maintain a residence in the community of the Branch where they are employed.

<u>Location</u>	<u>April 15, <del>2015</del>2017</u>
Whitehorse	\$400.00
Fort Nelson	\$400.00
Tumbler Ridge	\$400.00

**Letters of Understanding within the Collective Agreement**

<b>Letter of Understanding</b>	<b>Company's Position</b>
#1 - Defined Benefit Pension Plan	Keep
#2 - Ten (10) Hour Shifts	Keep
#3 - Welder: Backpack Respirator and Fresh Air Helmet	Delete (added to general CA)
#4 - Joint Selection Committee	Delete
#5 - Service Chargehand	Delete
#6 - Training and Development	Keep
#7 - First Aid Tickets and Training	Amend
#8 - Banking of Overtime Hours	Amend
#9 - Joint Safety Committee	Keep
#10 - Bridging of benefit payments	Amend
#11 - Students	Keep
#12 - Modified Shifts	Keep
#13 - Seniority during change of department	Keep
#14 - Apprenticeship	Delete
#15 - Transfers from Isolated Branches	Keep
#16 - ThinkBIG Program and ThinkBIG Student Work Placements	Amend
#17 - Warehouse	Keep
#18 - Permanent Part-Time Employees	Keep
#19 - Application of Article 34.01	Delete
#20 - PM Specialist	Amend
#21 - Hydraulic Specialist Mechanic	Amend
#22 - Cable Shovel and Drills	Delete - Classification added to Article 30



## **Letter of Understanding # 7 – First Aid Tickets and Training**

~~Current Level 3 designated first aid attendants providing this service in a branch not requiring level 3 coverage will be permitted to maintain their level 3 with the appropriate paid allowances, fees and wage rate. All other First aid attendants will be paid allowances, fees and wage rate to maintain the appropriate certificate for their branch size, location, and category.~~

Other employees who presently hold a first aid certification shall be eligible to maintain their certification. The course will be taken on the employee's own time and expense. Upon successful completion of the training course, they shall be reimbursed only for the cost of their training fees.

## Letter of Understanding #8 - Banked Time

1. Overtime hours must be paid in wages at the O/T rate or banked. At the employee's option, this may be banked in full or one hour at straight time pay and one hour in the bank for each O/T hour worked.

The maximum hours in an employee's bank at any time may be three hundred and twenty (320) hours. These hours may only be used as time off at a mutually acceptable time to both parties. If there is no agreement then either party may demand full payout and the closing of the banking account.

Monetary (as opposed to hours banked out) withdrawals from bank can only be done a maximum of two (2) times / year – if there is a third (3rd) request the entire bank will be withdrawn.

2. Banked time can not be taken or added to regular vacation during the prime time vacation period. Banked hours can not be used as sick time.

If an employee does not use his/her three hundred and twenty (320) hours for mutually agreed upon time off in the calendar year, he/she may carry it forward to the next year.

3. Stored hours are costed at the rate they are earned and in the order they are earned but will not include premiums or differentials as they are paid in the actual pay period.
4. Retroactive pay adjustments for banked hours will be paid in a lump sum on a paycheque, the bank will not be adjusted.
5. If an hourly employee becomes salaried all banked time must be immediately cashed out.
6. Maximum hours in the bank may be adjusted on a branch by branch basis based upon business conditions only by mutual agreement between both parties.
7. ***Employees may schedule bank time by mutual agreement provided their vacation time has been scheduled in the current calendar year. However, in January and February, if the facility vacation schedule is not confirmed, employees requesting banked time must have a discussion with their immediate supervisor about their intent for vacation requests for the remainder of the year, even if not confirmed.***
8. ***No pay or withdraw will be made in lieu of sick leave. Employees absent from work without pay are prohibited from requesting withdraw of monies from their bank time accrual, during the pay period in which the absence occurs.***
9. Employees are not able to use banked time to delay a layoff. The day that an employee is provided with layoff notice will be the date of the layoff.

**Note:** Any current employees with banked time above 320 hours as of the signing of the Collective Agreement will be permitted to use the time in their banks, but will not be able to bank any more hours until the bank drops below 320 again

## Letter of Understanding #10 - Bridging of benefit payments

The parties understand that there may be delays in the processing of employee claims while on WCB or ~~W~~ Short Term Disability (STD). In order to ease any financial stresses to the employee the following process applies.

If an employee is off work due to a WCB or ~~W~~ STD claim, and there has been a delay of at least one (1) month in duration of processing the claim, where the employee has not received payment of the benefit, the employee may apply to the ~~Branch~~ HR Business Partner contact, for a bridging payment. If approved, the payment will be no more than what the employee would have earned from the benefit and shall be no more than is earned in vacation pay and it must be repaid upon receipt of the benefit payment.

## Letter of Understanding #16 – ThinkBIG Program and ThinkBIG Student Work Placements

The ThinkBIG program is intended to supplement the traditional apprenticeship program. This program may be expanded over time while still providing current employees opportunities to enroll.

Grande Prairie Regional College (GPRC) is responsible for and free to accept students in to the ThinkBIG program located at the Fairview Campus in Fairview, Alberta, and to monitor the progress of the students through the program, including expelling students from the program.

Finning will have the discretion, according to operational requirements, to provide all students of these programs work experience at any given time. Such assignments will not be subject to the posting requirements of the Collective Agreement. These work experience terms will not be longer than three (3) months each in duration.

All openings for these programs will be posted on the Employers job posting board (online and in the branches).

- 1) The terms of the ThinkBIG program for **current internal** BC/YK hourly Finning employees accepted into the program are as follows:
  - a. They will ~~become indentured apprentices~~ be enrolled in the ThinkBIG program and will remain members of the BC/YK union;
  - b. Students completing work placement terms in BC or Yukon facilities will be entitled to the terms and conditions of the local Collective Agreement, not including living subsidy or regional wage allowances;
  - c. Wages for these students indentured in their work placement terms in BC or the Yukon will be paid as per the guidelines in provision #3
  - d. Should an employee require any academic upgrading to enter the program, the Employer will assist in getting whatever courses are necessary to facilitate entry to these programs;
- 2) The terms of the ThinkBIG program for **external** applicants accepted into the program are as follows:
  - a. External applicants will be hired on ~~and indentured as Apprentices~~ in the AB/NWT union, **and will be** if enrolled in the ThinkBIG program;
  - b. These apprentices will not be paid wages or allowances while attending school; however, they will have their tuition and books paid by the Employer;
  - c. Hourly rates for students indentured in their work placement terms will be paid as per the guidelines in provision #3;
  - d. All other terms and conditions of the Collective Agreement will be applied based on whether the apprentice is in a work term or in a school term
  - e. The Reciprocity letter of Understanding will apply when these employees are engaged in work terms within British Columbia. Employees who do not hold seniority within BC/Yukon will not be placed in branches **where employees of the same classification or category** ~~service department~~ employees are on layoff.
- 3) While engaged in work experience terms, ThinkBIG students will be paid the hourly rate negotiated in the Collective Agreement corresponding to the following wage guidelines:

- a. Work placement 1 through 4 – Period 2 (6-12 months)
- b. Work placement 5 – Period 3 (12-18 months)

Employees who have successfully completed the requirements of the ThinkBIG program **and are placed permanently in a facility** shall be confirmed as Apprentices beginning as a Year 2 Apprentice (if not qualified for an even higher level).

~~The parties also acknowledged the FINNTech program, based out of Keyano College in Fort McMurray. From time to time, the company may find it necessary to provide work experience terms within British Columbia. In these circumstances, these employees will be treated as per #2 above and the BC union will be notified in advance.~~

This letter of Understanding, unless altered or amended by mutual agreement, will continue unless and until the Finning (Canada) involvement in the ThinkBIG program is ended and the enrolled students have completed the program.

Should the ThinkBIG program be expanded, modified or any other similar program implemented, the Employer agrees to meet with the Union and discuss the terms and conditions affecting employees one hundred and twenty (120) days prior to implementation. Both parties agree to meet quarterly and discuss issues or concerns that are related to the implementation of this program

## Letter of Understanding #20 – PM Specialist

### PM SPECIALIST

The parties agree for the need of a training program for PM Specialists. Therefore the parties agree to the following:

1. The duration of the training shall be for a maximum of three (3) years.
2. The rate of pay shall be the specialist rate once the training program is completed through the scheduled progression.
3. Progression schedule:

0 – 6 months	60%
7 – 12 months	70%
13-18 months	75%
19-24 months	80%
25-30 months	85%
31-36 months	90%

### Definition

PM Specialist means a person who performs scheduled oil changes, oil sampling and maintenance as per specific checklist. Also has completed the requirements of the training program for PM Specialists set out below.

- Performs scheduled oil sampling and change fluid filters as per contract agreement.
- Perform maintenance as per machine specific checklist and conduct visual machine condition reports.
- Coordinate ordering parts, maintain and stock service truck.
- Fluent in electronic communication and service reporting
- Must be able to make first customer contact for PM scheduling
- Environmentally responsible in sensitive work areas.

The parties agree that due of the business, Preventive Maintenance Mechanics/Specialists are required to be flexible in managing their work schedule, both in regard to days, hours and overtime.

As such a bonus of twenty dollar (\$20) per PM inspection will be paid as an incentive to work the irregular schedule.

## Letter of Understanding #21 – Hydraulic Specialist Mechanic

The parties agree that we recognize the driven market and customer demands to build up the hydraulic business. The parties also agree for the need of a training program for Hydraulic Mechanic Specialists. Therefore the parties agree to the following:

1. The duration of the training shall be for a maximum of three (3) years.
2. The rate of pay shall be ~~\$29.68 (specialist rate)~~ **the specialist rate of pay as outlined in Schedule "A" of the collective agreement** once the training program is completed through the scheduled progression.
3. Progression schedule:

0 – 6 months	60%
7 – 12 months	70%
13-18 months	75%
19-24 months	80%
25-30 months	85%
31-36 months	90%

### Definition

Hydraulic Mechanic (Specialist) means a person who repairs, maintains, adjust hydraulic units such as hoist cylinders, rams jacks, lifting units and has completed the requirements of the training program for Hydraulic Mechanic (Specialist) set out below.

### Polishing and Repairs

- Must be able to sand and blend imperfections out of surfaces without causing flat or low spots.
- Must be able to accurately read outside micrometers.
- Must learn acceptable finishes on surfaces to be chromed as well as finished pieces.
- Must learn acceptable sizes and tolerances on different rods and stages.
- Must record proper information.

### Honing

- Must be able to accurately read inside micrometers.
- Must learn the proper stones to use for stock removal, regular honing and polishing.
- Must use proper honing procedure; stones, paper, and scotchbrite.
- Must learn proper head rotation speeds and feed speeds.
- Must learn acceptable sizes and tolerances on different stages and barrels.

### Dismantle and Inspections

- Must learn proper procedures for disassembling various cylinders.
- Must record all pertinent information and properly fill out inspection reports.
- Must learn acceptable clearances between running and non running parts.
- Must know which measurements are to be taken on any particular part of the cylinder.
- Must be able to use magnaflux equipment to check for cracks.

### Assemble and Testing

- Must learn the proper way to install different styles of seals.
- Must learn proper procedures for assembling various types of cylinders.
- Must learn acceptable testing pressures for different cylinders.

- Must understand the reasons for torque specs. And how they relate to joint and fastener strength.

### **Seal Cross Overs**

- Must be able to identify and measure all types of seals and how to write them down.
- Must learn how to cross seals over between two various types (i.e. vee packing to poly packs).

## Letters of Understanding – Outside Collective Agreement

Letter of Understanding	
Letter of Understanding	Company's Position
Tri-party-FC/IAM/IUOE	Delete
Application of 34.01	Delete (already in CA)
Isolation Pay-Whitehorse, Tumbler Ridge, Ft Nelson	Keep
Isolation Pay-Sparwood & Grandfathered Employees Terrace & Houston	Delete (employees listed are no longer with Finning)
Reciprocity Agreement Documents	Keep
Integration of Bucyrus (CAT Mining) Projects & Assemblies Division to Finning (Canada)	Delete
ThinkBIG Program & ThinkBIG Student Work Placements	Delete (already in CA)
Contractor Dues Exemptions	Keep
Service Chargehand Role	Delete Obsolete
Resident Technicians	Keep
Branch D51 - 12 Hour Shift-Fort Nelson	Amend
Regional Wage Adjustment: Fort St John (D52)	Keep
Twelve Hour Shift-Tumbler Ridge (D53)	Amend
PM Specialist Prince George (D54)	Delete
Twelve Hour Shift - Mount Milligan (D54)	Amend
7 on / 7 off Shift-Huckleberry Mines (D57)	Amend
Twelve Hour Shift - Red Chris Mine	Keep
Branch 10 (D60)-Mount Polly Mine Site-7 on / 7 off	Keep
Branch D66-Kamloops Support Centre Shifts	Amend
Highland Valley Copper Shift	Keep
PM Specialist Branch 17 (D70)	Delete
Branch 14 (D75)-Customer Assistance Calls	Delete
Branch 14 (D75)-Working Outside of Canada	Delete
Branch 9 (D78)-Student Classification at Regional PDC	Delete
Branch 9 (D78)-Vacation Scheduling	Amend
Branch D83-Sparwood Twelve Hour Shift Agreement	Amend
Regional Wage Adjustment: Sparwood (D83)	Delete/Obsolete
Sparwood Warehouse-Twelve Hour Shift Agreement (D83)	Delete/Obsolete
Yukon Apprentices (E08)	Keep
Twelve Hour Shift-Minto Mine Site-Whitehorse (E08)	Keep
Twelve Hour Shift - Site C -Fort St John	Keep
Diesel Engine Technician Apprenticeship	Amend
Clarity of Article 8.01	Delete
NEP Estimator Classification	Keep
Updating Hydraulic Specialist Rate	Delete
Surrey Power Systems - Branch Seniority	Delete
Elkford Service Department – Twelve Hour Shift Agreement	Keep



## Branch D51 – 12 Hour Shift – Fort Nelson

This Letter of Understanding is to accommodate the need to recruit Gas Compression Technicians in the Fort Nelson Branch.

This Letter of Understanding is made on a “Without Prejudice” basis. This agreement cannot remove or diminish any terms and conditions currently enjoyed by existing Bargaining Unit employees in the Fort Nelson Branch.

The Company and the Union thereby agree to implement a 12 hour shift schedule in accordance with LOU#12 – Modified Shifts as follows:

1. The normal shift schedule will be 2 weeks in/2 weeks out, based upon working 12 hours per day on each shift.
2. Overtime rates will apply to all hours worked outside of the normal shift schedule as shown in item #1 above.
3. All work on Sundays will be at overtime rates but the Sunday hours are included as part of the normal shift schedule.
4. The Employer agrees to assist those Employees by subsidizing their flight costs by up to a maximum One Thousand Dollars (\$1,000.00) per round trip. The Parties understand and agree that this payment is a taxable benefit and therefore is subject to required statutory deductions. For flights to qualify, they must be booked a minimum of two (2) weeks in advance.
5. Inbound travel will occur on the day prior to the start of the normal shift, and outbound travel will occur on day 15.
6. All other terms and conditions of the Collective Agreement will apply except as outlined herein.
7. This Letter of Understanding will exist until the conclusion of the current Collective Agreement. The parties will meet to discuss and resolve any issues arising from this Letter of Understanding.

## Twelve Hour Shift – Tumbler Ridge

This Letter of Understanding is to accommodate the need to recruit Employees in the Tumbler Ridge Area.

This Letter of Understanding is made on a “Without Prejudice” basis. This agreement cannot remove or diminish any terms and conditions currently enjoyed by existing Bargaining Unit employees.

The Company and the Union thereby agree to implement a 12 hour shift schedule in accordance with LOU#12 – Modified Shifts for customer requirements which shall be agreed by all parties as follows:

- a) The normal shift schedule will be 2 weeks in/2 weeks out, based upon working 12 hours per day on each shift.
- b) Overtime rates will apply to all hours worked outside of the normal shift schedule as shown in item #A above.
- c) All work on Sundays will be at overtime rates but the Sunday hours are included as part of the normal shift schedule.
- d) A premium of \$1.00/hour will be paid for all hours worked on night shift.
- e) The Employer agrees to assist those Employees by subsidizing their flight costs by up to a maximum One Thousand Dollars (\$1,000.00) per round trip. The Parties understand and agree that this payment is a taxable benefit and therefore is subject to required statutory deductions. For flights to qualify, they must be booked a minimum of two (2) weeks in advance.
- f) A per diem of \$60.00 per day to cover the cost of meals for non-residents.
- g) Inbound travel will occur on the day prior to the start of the normal shift, and outbound travel will occur on day 15.
- h) All other terms and conditions of the Collective Agreement will apply except as outlined herein.
- i) This Letter of Understanding will exist until the conclusion of the current Collective Agreement.

## Twelve Hour Shift – Mount Milligan

This Letter of Understanding is to accommodate the need to provide employees at the Mount Milligan Mine site. Seniority will be accrued in the applicable classification and is attached to the Mount Milligan facility.

The Company and the Union, unless otherwise mentioned, mutually agree that the camp site/accommodations and the marshaling point are in Fort St. James, BC.

This Letter of Understanding is made on a “Without Prejudice” basis. This agreement cannot remove or diminish any terms and conditions currently enjoyed by existing Bargaining Unit employees.

The Company and the Union thereby agree to implement a 12 hour shift schedule in accordance with LOU #12 – Modified Shifts for customer requirements which shall be agreed by all parties as follows:

- a) The normal shift schedule will be 2 weeks in/2 weeks out or other modified shift as required, based upon working 12 hours per day on each shift.
- b) Overtime rates will apply to all hours worked outside of the normal shift schedule as shown in item a) above.
- c) All work on Sundays will be at overtime rates but the Sunday hours are included as part of the normal shift schedule.
- d) A premium of \$1.00/hour will be paid for all hours worked on night shift.
- e) The Employer agrees to assist those employees by way of a travel allowance up to a maximum of one thousand dollars (\$1,000.00) for the 2 week cycle. The Parties understand and agree that this payment is a taxable benefit and therefore is subject to required statutory deductions. For flights to qualify, they must be booked a minimum of two (2) weeks in advance.
- f) Employees will be provided with accommodation and meals at the customer’s camp in Fort St. James unless otherwise specified.
- g) Inbound travel will occur on the day prior to the start of the normal shift, and outbound travel will occur on day 15.
- h) All other terms and conditions of the Collective Agreement will apply except as outlined herein.
- i) This Letter of Understanding will exist until the conclusion of the current Collective Agreement.
- j) The parties will meet as required to discuss any issues arising or changes required to the above terms and conditions.

## 7 on/ 7 off Shift – Huckleberry Mines

This Letter of Understanding is to accommodate the need to provide technicians at the Huckleberry Mine Site in the Houston area. This Letter of Understanding is made on a “Without Prejudice or Precedent” basis. This agreement cannot remove or diminish any terms and conditions currently enjoyed by existing Bargaining Unit employees.

The Company and the Union, unless otherwise mentioned, mutually agree that the marshaling point is Houston and understand that camp accommodations are provided to employees on the mine site.

The Company and the Union thereby agree to implement a 12 hour shift schedule in accordance with LOU# 12 – Modified Shifts for customer requirements which shall be agreed by all parties as follows:

1. The normal shift schedule will be 1 week (7 days) in/1 week (7 days) out or 2 weeks (14 days) in/ 2 weeks (14 days) out, based upon working 12 hours per day on each shift.
2. Overtime rates will apply to all hours worked outside of the normal shift schedule as shown in item # 1 above.
3. All work on Sundays will be at overtime rates but the Sunday hours are included as part of the normal shift schedule.
4. The shift will first be filled on the basis of volunteers. If there are insufficient volunteers at the branch, the shift will then be posted. The Company will provide notice the Union prior to hiring any new employees onto the shift or transferring any existing employees onto the shift.
5. Employees can request to transition off of this shift and return to the shop at the Houston branch, provided that they were originally employed at the Houston branch. Employees must provide management with three (3) full shift cycles’ notice of this decision.
6. Employees that post onto this shift from outside of the Houston branch may request to transition off of this shift and into a position at the Houston branch, provided that there is a vacancy available at the Houston branch.
7. Employees will be provided with accommodation and meals at the customer’s camp unless otherwise specified.
8. The marshaling point for this shift will be located at the Houston branch. If employees are not located in Houston, the Employer agrees to assist those employees by way of a travel allowance up to a maximum of one thousand dollars (\$1,000.00) for their shift cycle. The Parties understand and agree that this payment is a taxable benefit and therefore is subject to required statutory deductions. For flights to qualify, they must be booked a minimum of two (2) weeks in advance.
9. Inbound travel will occur on the day prior to the start of the normal shift, and outbound travel will occur on day 15.
10. All other terms and conditions of the Collective Agreement will apply except as outlined herein.
11. This Letter of Understanding will exist until the conclusion of the current Collective Agreement.

## Branch D66-Kamloops Support Centre Shifts

This letter of understanding is to outline terms and conditions covering the Kamloops Customer Support Center (D66) employees working in British Columbia. Any items not specifically modified by this letter shall be as per the Collective Agreement between the parties.

The Company and the Union agree as follows:

### 1. SHIFTS:

The Company may at its option schedule employees to work shifts as per the Collective Agreement or on a modified shift schedule based upon 11.5 hour shifts as below:

- \* For continuous day coverage - 4 days on, followed by 4 days off
- \* For continuous 24 hour coverage - 4 days on and 4 days off; followed by 4 nights on and 4 days off, Or any other shift schedule mutually agreed by the Union and the Company.

The modified schedule shift must remain constant. A shift consists of days of work and days off work that repeat over a period of up to eight (8) consecutive weeks.

### 2. HOURS OF WORK:

A day shall be defined as the twenty-four (24) hour period commencing with the start of the employee's regular scheduled shift. A week shall be defined as the seven (7) day period. A shift is defined as days of work and the associated days of rest. Days of rest follow the days of work.

The 11.5 hour shift schedule shall result in an average of 40.25 hours per week over an eight (8) week cycle. The 0.25 hours per week of overtime will be compensated through a shift premium.

### 3. SHIFT TIMES:

Where employees work eleven and a half (11.5) hour shifts, the respective shift times for day shifts and night shifts shall be agreed upon by both parties.

### 4. REST BREAKS:

For employees on eleven and a half (11.5) hour shifts, the employee shall be provided with three (3) paid lunch/rest periods at the employee's designated lunch place. The lunch/rest breaks shall not exceed sixty (60) minutes in total. Employees will cooperate in taking their breaks in a manner that will facilitate the efficient operation of the Customer Service Centre.

### 5. CHANGE OF SHIFT:

- a) When it is necessary for the Company to change an employee's shift, the employee shall be given forty-eight (48) hours notice prior to the commencement of his previous regularly scheduled shift. In the event that the forty-eight (48) hours is not given, the employee shall be given two (2) times his basic rate for all hours on the first shift of the change.

- b) Eleven and a half (11.5) hour employees given a shift change shall have a clear twenty-four (24) hours off from the end of their last shift worked to the beginning of the new shift.

#### 6. CHANGE OF SCHEDULE:

When a change to an employee's work schedule takes place, the effective date of the new schedule will commence after the employee's previously scheduled days of rest. Where the employee works his scheduled days of rest, the applicable overtime rates will apply.

#### 7. SHIFT GUARANTEE:

An employee on eleven and a half (11.5) hour shifts who reports to work on his regular shift shall receive a minimum of five and one-half (5 ½) hours pay at their regular rate, provided that if five and one-half (5 ½) hours of work is not available at his regular job, he/she shall perform such temporary work as may be assigned to him to qualify for such pay.

Any employees completing the first half of his regular shift who commences work on the second half of his/her regular shift shall receive his full pay for that shift.

#### 8. SHIFT EXCHANGES:

Employees who have reciprocal skills may request to exchange a shift(s) to obtain personal time off. Where approved, this shall be at no cost to the Company.

Such requests shall be submitted in writing to the charge hand or manager and shall be made at least one work cycle in advance of the first shift of the exchange. The Company will respond in writing no later than forty-eight (48) hours prior to the first shift of the exchange.

The Company will not unreasonably deny requests for shift exchanges, nor will the employees be permitted to bank shifts so as to alter their schedule.

#### 9. STATUTORY HOLIDAYS:

1. This provision shall apply to employees on eleven and a half (11.5) hour shifts.
2. When a Statutory Holiday falls on an employee's scheduled day off, the employee shall be paid eleven and a half (11.5) hours holiday pay at his hourly base rate for the holiday.
3. When a Statutory Holiday falls on an employee's scheduled workday, the employee shall be paid eleven and a half (11.5) hours holiday pay at his hourly base rate.
4. When the employee works a Statutory Holiday, he shall receive statutory holiday pay as outlined in this section, and in addition shall be paid overtime rates of pay for all hours worked that day.

#### 10. VACATIONS:

For employees on shift schedules other than as outlined in the Collective Agreement, a week of vacation shall be one full shift cycle of days worked and days off work, except as mutually agreed otherwise.

Employees shall use vacation entitlement as shown above, but may be paid vacation pay in one of the following manners:

- a) Forty (40) hours at their regular rate for each week of vacation taken; or
- b) Forty (40) hours at their regular rate for each week, but the vacation time off can be supplemented by the vacation pay variance. Employees must schedule a full block to be able to use vacation pay variance; or
- c) Forty-six (46) hours at their regular rate for each week of vacation taken.

If vacation requests are less than a full block (46 hours), then the employee will have his vacation hours reduced by the amount of hours used for vacation (i.e. 1 day, 11.5 hours)

Vacation adjustment shall be as per the Collective Agreement.

#### 11. OVERTIME:

Employees shall be paid at overtime rates for all hours outside of their regular scheduled shifts.

#### 12. CLASSIFICATIONS:

- 1. CSC Assistant - a support role to CSC activities by:
  - Data processing of parts orders
  - Data processing of Reman exchange
  - INFOR knowledge is an asset
  - Answering inbound customer tracking and parts express calls
  - Reporting/ Expediting reports
  - Purchasing/receiving general office supplies
- 2. Parts Apprentice – a Parts Apprentice working within the CSC in Kamloops, Facility D66.
- 3. Parts Salesperson – a Parts Salesperson working within the CSC in Kamloops, Facility D66.

#### 13. WAGES

- 1. CSC Assistant - \$22.25
- 2. CSC Apprentice – as per Schedule “C” of the Collective Agreement. For employees on the Apprenticeship progression scale, wage increases will be each six (6) months, based upon completion of the required time. However, an employee may be held back if there is insufficient progress or a lack of the required competencies; in such cases, the employee and the Union will be advised of the reasons for holding the employee back, and a remedial plan will be worked out to aid the employee in progressing further.
- 3. CSC Parts Salesperson – as per Schedule “C” of the Collective Agreement.

#### 14. Variable Incentive Program

In accordance with article 3.03, the Company and Union have agreed to the application of a Variable Incentive Program to a maximum of 5% for eligible Kamloops CSC employees. A joint committee will be established to review the program criteria. The incentive will be paid out on a quarterly basis.

#### 15. Premiums

In consideration for working an eleven and a half (11.5) hour continuous shift and to compensate for the 0.25 hours of overtime per week, employees working these shifts shall receive the following premiums:

\* \$2.25/hour on day shift.

\* \$2.75/hour on afternoons shift.

\*\$3.25/hour on night shift

These premiums shall not attract overtime rates.

~~16. LABOUR MANAGEMENT MEETING:~~

~~A Labour Management committee composed of two (2) Bargaining Unit employees designated by the Union shall meet with representatives of the Company as required. This committee shall attempt to resolve such concerns, keeping in mind the interests of both parties. There shall be no loss of regular pay by any Bargaining Unit employees attending the meeting.~~

~~The Business Representatives of the Union may participate at the meetings.~~

17. This Letter of Understanding will exist until the conclusion of the current Collective Agreement.



## **Branch 9 (D78)-Vacation Scheduling**

The Parties agree without prejudice or precedent to other similar and/or identical matters to the following:

This Letter of Understanding will apply to Branch 9 — PDC D78 – RDC vacation scheduling. ~~only on a trial basis and will be reviewed annually at the conclusion of each Prime Time Vacation period.~~

The purpose of this Letter of Understanding is to clarify the process that will be followed when an opening is created in the Prime Time vacation schedule, in either days or weeks. An opening of a week must be booked as a week, and any openings of a day (s) will only open up those particular days.

Changes which create openings that were previously not available will be posted and will be made available based on seniority order starting with the employee next in seniority after the person that gave up the day(s) or week.

All other terms and conditions of the Collective Agreement will apply.

## **Diesel Engine Technician Apprenticeship**

This letter of understanding (LOU) is to reflect the parties understanding of the limited usage of the Diesel Engine Apprenticeship program and is agreed upon without prejudice or precedent to any other apprenticeship articles in the collective agreement. The parties agree to the following:

1. The 2 year apprenticeship program will apply to the **Surrey Power System D77** ~~Richmond D75~~ facility only.
2. The program will be offered, as management deems necessary, as a dual ticket option, only not as a primary trade (available for current Journeyman Electricians)
3. Upon successful completion of the Diesel Engine program, employees will be considered as dual ticketed for the Power Systems operations only, not as dual ticketed to work in any Mining or General Line branches.
4. A detailed training/mentoring program will be outlined for each apprentice in the diesel engine program to ensure they get adequate and applicable experience in the diesel engine trade. A quarterly review, with key stakeholders, including the apprentice will take place to ensure work experience opportunities are appropriate.
5. All other conditions of employment are as per the current Collective Agreement.
6. This L.O.U. will be in effect until either party gives written notice of cancellation, until the Industry Training authority changes or cancels the program or until the conclusion of the current collective agreement.