

Union Proposals to Conclude a Collective Agreement
Between
Finning Canada Ltd.
and
International Association of Machinists and Aerospace Workers
Lodge 692

Dated for reference April 6 2017

5.04 If a second shift is employed, the hours of work shall be eight (8) hours per shift, for which a premium of (Three Dollars and twenty-five cents, (~~\$3.00~~) (\$3.25) (April 15, 2017) Three Dollars and Fifty cents (\$3.50) (April 15, 2018)) per hour shall be paid.

Employees with 20 years or more of service shall not be required to work this shift

5.05 If a third shift is employed, the hours of work shall be eight (8) hours per shift, for which a premium of Five Dollars and ~~Ten~~ Thirty-Five Cents (~~\$5.40~~) (\$5.35) (April 15, 2018) five dollars and sixty (\$5.60) per hour shall be paid. The third (3rd) shift shall commence any time after 4:00 P.M.

Employees with 20 years or more of service shall not be required to work this shift

5.09 Subject to exceptions set forth in this Agreement, any employee reporting for work on his /her regular shift shall receive a minimum of four (4) hours pay at his/her regular rate, provided that if four (4) hours work is not available at his/her regular job, he/she shall perform such temporary work as may be assigned to him/her to qualify for such pay. Modified shift shall receive pay for half of their scheduled shift

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

5.10 (a) When it is necessary for an employee to be transferred from one shift to another shift, i.e. 1st shift to 2nd shift or vice versa) the Company shall give the employee ~~seventy two (72)~~ ninety-six (96) hours' notice prior to the changing of shifts. If ~~seventy two (72)~~ ninety-six (96) hours' notice is not provided, overtime rates as provided for in this Agreement will apply for the first day following the change.

- 5.11 Employees shall be granted two (2), ten (10) minute rest periods during the course of each shift. If an employee agrees to work a minimum of one (1) hour overtime, he shall have another rest period before the start of the overtime and shall resume every two (2) hours thereafter.
- 5.14 The Parts Department shall rotate shifts every two (2) months (maximum), with a day shift occurring between afternoon and graveyard shifts, or graveyard and afternoon shifts. This rotation shall include the Tuesday Saturday shift as required.
- 6.02 Double time rates shall be paid for work on Saturdays and Sundays, except as provided in 6.03.
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.~~
- 6.04 Double time rates shall be paid for work on Statutory Holidays plus any applicable Statutory Holiday pay.
Employee may request a lieu day and such request shall not be denied.
- 6.06 ~~Where it is practical, overtime~~ Overtime work will be distributed equally among those employees who normally perform the work. Any opportunity which is not worked will be counted as time worked when assessing the distribution. The distribution will be assessed on as needed quarterly basis. This will be discussed with the Shop Steward, who shall be provided a copy of the overtime records upon request. ~~There will be no payment for any bypassed opportunities.~~

ARTICLE 7 - CALL TIME (Clarity)

- 7.01 Employees called out after their regular shift shall receive a minimum of three (3) hours pay at double time rates. Only one (1) call out will be paid for in each three (3) hour period.
- 7.02 Employees called in to work on scheduled days off and Statutory Holidays shall receive a minimum of four (4) hours pay at double time rates, plus any applicable Statutory Holiday pay. Only one call in will be paid for in each four (4) hour period.
- 7.03 (a) An employee may be requested to standby at his/her residence for service, maintenance or parts calls. If the employee agrees and he/she is designated to standby he/she will be paid two (2) hours overtime for each scheduled day off. If the employee agrees and is designated to standby on a workday he/she shall receive one (1) hour overtime for each workday on standby.
- (b) An employee shall ~~not~~ receive both call in pay and standby pay for the same day.

7.04 When an employee receives a telephone call at home while he/she is on standby and places a customer order via the telephone or personal computer, the employee will be compensated for a half (1/2) hour at two (2) times the regular hourly rate in addition to stand by pay.

If during the same day, a call in is paid clause 7.03 applies.

7.05 Employees called in before their regular starting time shall be paid at double time rates for time worked prior to their regular starting time.

8.01 The provisions of Article ~~5.10~~ 5.09, 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 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.

10.03 (a) Travel time by employees outside the regular shift hours under 10.03 shall be at ~~time and one-half~~ Double time, as defined in (b), (c) and 10.04.

(b) Travel time authorized by the Company or the customer outside the employee's regular shift hours, will be paid for at ~~time and one-half~~ Double time up to a maximum of eight (8) hours in any twenty-four (24) hour period.

(c) All travel time for the employee's scheduled days off and any holiday will be paid for at ~~time and one-half~~ Double time to a maximum of eight (8) hours in any twenty-four (24) hour period.

10.04 ...The Company will also pay ~~\$60.00~~ Eighty-Five dollars (\$85.00) per day per diem to cover the cost of meals.

ARTICLE 11 - PREPARATION TIME

11.01 The Company will allow and pay for up to two (2) hours personal preparation time to employees being sent on out-of-town jobs for a period of overnight or longer at regular rates up to time and one-half. ~~However, this clause will only apply if an employee is not provided with one (1) week notice of being sent out of town.~~

13.01 Temporary Transfers

(a) Temporary transfers are typically generated as a result of business needs, layoff possibilities, or skills development. Business needs refer to situations where a branch has a need that cannot be accommodated by the branch manpower; layoff possibilities refer to a situation where a transfer may be made to another branch in

order to reduce or postpone the impact of an impending layoff; skills development may refer to apprentice training or development of skills and competencies for other employees.

(b) The Union and the Company agree to encourage employees to volunteer for temporary transfers where such need arises. The employees will be approached and/or notified by email in order to find volunteers to fulfill the need. Volunteer selection by seniority.

(c) Any employee who accepts a temporary transfer will have the conditions of the 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.

(d) Overtime worked while on a temporary transfer may be banked. (No Cap).

(e) Employees who have accepted a transfer of at least two (2) weeks duration, outside of their immediate region which necessitates being away from home for the term of the assignment will, upon return to the home branch, be eligible to immediately take one (1) eight (8) hour shift off for each work week away, up to a maximum of five (5) continuous shifts off. Such time off is to be taken as banked time or vacation. This clause shall not apply where the employee returns from a continuous shift operation and has a break/full shift cycle off prior to returning to his/her normal shift unless otherwise agreed upon with his/her supervisor.

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, first class 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~~ Eighty-Five (\$85.00) day per diem to cover the costs of meals. **Article 6.07 shall not apply.**

Union will be notified in writing of all Temporary Transfers. Temporary transfers may be extended past ninety (90) days with Union approval.

13.03 Living expenses should be discussed initially with the employee, and each fifteen (15) days thereafter.

13.04 The employee may be required to remain on such posting up to a maximum of ninety (90) days. However, during the period of posting, if no work is available during the weekend (Saturday and Sunday) the employee may have the opportunity to return to his/her home station for the weekend, provided permission is granted by the Branch or Depot Supervisor.

- 13.05** 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.
- 13.06** 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.
- 13.07** Layover time shall not be paid to any employee who may be temporarily transferred to a Company Branch or Depot.
- 14.08** The Company and the Union agree that opportunities for promotions and career development are key factors in improving job satisfaction for employees. Further, it is the intent of the parties that such opportunities should be made available to all employees, in accordance with the process outlined below:
- a) Where appropriate, permanent job opportunities will be posted in all branches, for a minimum of three (3) weeks. 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 provided to the Shop Steward and Union Representative.
- b) In filling the promotion or vacancy for a new position, the position may be awarded to the most qualified applicant. Positions shall be filled on the basis of a proficiency certificate where necessary, training, knowledge, experience, skill, ability, suitability and past performance. Unsuccessful interviewed candidates may follow-up hiring managers for feedback on the selection process and shall be advised on opportunities for improvement that will better prepare them for future job postings.
- c) Where two or more employees are deemed to be reasonably equal, preference shall be given to the most senior applicant.
- d) In recognition of seniority, preference shall be given to qualified internal candidates prior to consideration of external candidates. This does not however prohibit the Employer from hiring a superior external candidate.
- e) The filling of one vacancy will not be used to create a chain of job postings. After the first vacancy is filled through a posting the employer may fill any subsequent vacancy however most practical. Preference will be given to those employees who have applied under 14.08.

f) Where the hiring committee participates in accordance with Letter of Understanding #4, committee consensus shall be used to make a decision.

g) All applicants will be notified in writing within thirty (30) working days from the posting closing of their application status, so that applicants may have an opportunity to bid for any other vacancy that may occur pending award of the original vacancy. If a posting is not awarded within ninety (90) calendar days then the posting will be expired.

14.09 An employee who becomes incapacitated by an injury or illness which causes him/her to be unable to perform their present job will be given preference for a position which he/she can do or can be trained to do.
(change article number to 19.03)

15.01 All employees covered by this Agreement shall receive eight (8) hours pay at their regular straight time rates for each of the following Statutory Holidays in addition to any wages which they may be in receipt of for work performed on such Holidays:

New Year's Day	Victoria Day	Thanksgiving Day
Family Day <i>(BC)</i>	Canada Day	Remembrance Day
<i>Heritage Day (Yukon)</i>	1 st Monday in August	Christmas Eve
Good Friday	Labour Day	Christmas Day
Easter Monday		Boxing Day

15.05 If the employee has earned wages ~~for fifteen (15) days~~, during the thirty (30) calendar days immediately preceding the Statutory Holiday, they will be paid ~~a prorated amount~~ for the Holiday.

15.06 Exceptions for the foregoing shall be made in cases where the following conditions prevail:

(a) The employee is off work due to industrial accident or disease for a period not in excess of two (2) calendar months.

(b) The employee is prevented from working due to a bona fide illness for a period not in excess of two (2) calendar months. A doctor's certificate shall be submitted as proof.

~~(e) Temporary layoff not exceeding two (2) weeks within two (2) weeks of any designated Holiday.~~

(d) Where leave-of-absence has been approved and the employee has worked some time during the two (2) calendar weeks preceding the week in which the Holiday occurs.

16.01 The Company shall give each employee an annual vacation with pay which will be allocated on the basis of seniority and based on the following entitlement:

<u>(1)</u>	<u>(2)</u>	<u>(3)</u>
<u>WEEKS VACATION</u>	<u>YEARS OF SERVICE</u>	<u>PERCENTAGE OF GROSS</u>
5 weeks vacation	14 <u>12</u> years of service	10% of gross earnings
6 weeks vacation	19 <u>17</u> years of service	12% of gross earnings
6 weeks plus 1 day	25 <u>22</u> years of service	12.4% of gross earnings
6 weeks plus 2 days	26 <u>23</u> years of service	12.8% of gross earnings
6 weeks plus 3 days	27 <u>24</u> years of service	13.2% of gross earnings
6 weeks plus 4 days	28 <u>25</u> years of service	13.6% of gross earnings
7 weeks vacation	29 <u>26</u> plus years of service	14% of gross earnings

16.06 If an employee requests, the Company will provide two (2) consecutive weeks' vacation in the prime-time period (June 15 - September 15). Employees must notify the company on or before March 1st of their summer vacation commitment. These vacation requests will be governed by seniority. An employee may request their first 2 weeks' vacation be outside primetime. Requests after March 1 for prime time will be considered on a first come first served basis without regard to seniority. Employees shall notify the Company on or before June 1st of their vacation commitment for vacations outside of the prime time period for the remainder of the calendar year. These vacation requests will be governed by seniority. Requests for vacation received after June 1st will be considered on a first come first served basis without regard to seniority. A vacation review will be conducted by the Company each Fall.

16.14 Leave of Absence

Employees with more than five (5) years of seniority are eligible to apply for a leave of absence for the purposes of extending vacation. The leave may be for no more than six (6) months and can be taken once per each ~~seven (7)~~ five (5) years, and no more than one (1) employee per branch may take such leave at one time.

17.02 Group Life and Accidental Death & Dismemberment Insurance Coverage: In the amount of ~~one hundred and twenty thousand dollars (\$120,000.00)~~ two hundred thousand dollars (\$200,000.00) to cover all permanent employees. The Company shall pay the full cost of this premium. This will give twenty-four (24) hour coverage.

17.03 Tool Insurance: The Company will reimburse employees for tools lost with a minimum of Two hundred dollars (\$200.00) and no maximum on any one loss. The exact amount will be based on the evaluation of a claim by insurance adjusters, based on an employee tool list that is on file. Theft must show forced entry on a locked vehicle, or non-negligence in transit, or loss on the company premises or rental vehicles. (Fire and Theft). The Company agrees to repair or replace, if necessary, employee owned impact tools. *This shall include rechargeable electric tools.*

17.04 Tool Allowance:

Increase tool allowance \$750.00 by *fifty dollars (\$50.00)* per year

Increase Welders tool allowance \$60.00 to *two hundred dollars (\$200.00)* per year

18.01 Medical Coverage: The Company agrees to provide and maintain the provincial medical and extended health care plans and contribute One Hundred percent (100%) of the premium of these plans. *Add plan # 25243*

The Company agrees to provide a vision care plan that will allow for a benefit of ~~Three-Four~~ Hundred dollars ~~(\$300.00)~~ *(\$400.00)* per twenty-four (24) months for each family member. *Include Laser Eye surgery*

18.02 Dental Coverage: The Company shall provide a dental plan through Sun Life. The Company shall pay One Hundred percent (100%) of the premium; no annual maximum.

Add plan # 25243

Add: *Dental Implants*

Orthodontic Coverage: Benefits will be limited to a maximum lifetime benefit of ~~Three-Six~~ Thousand dollars ~~(\$3000)~~ *(\$6000.00)* per person. Appliances lost, broken, or stolen will not be replaced.

18.03 On layoff ~~or retirement~~, medical and dental coverage will continue till the end of the month following the month of the layoff. All other benefits will cease on the employees last day of work. On rehire or recall, coverage starts on the first of the month following rehire or recall.

On termination of employment, all benefits shall cease on the employee's final day of service.

The Company shall continue to provide coverage for extended medical and dental benefits upon retirement.

Paramedical Services under Sun Life benefits

Increase coverages as follows:

speech therapist or acupuncturists, licensed naturopaths, licensed osteopaths, chiropractors, podiatrists or chiropodists, *Coverage to be based on BC Rate Guides*

19.01 The Weekly Indemnity Benefit shall be ~~Sixty percent (60%)~~ seventy percent (70%) of the employees' current base wage rate including any regional wage allowance or shift premiums. 1-4-26, (1st day of accident, 4th day of illness, for 26 weeks' coverage)

Coverage is contingent upon both the employee and doctor providing the required claim form information showing total disability ~~to the satisfaction of the benefits carrier.~~

20.02 After working two (2) consecutive months, an employee will have earned 4 eight (8) hours of sick leave credits, and will accumulate ~~four (4)~~ eight (8) hours per month thereafter to a maximum of ~~forty (40)~~ ninety-six (96) hours. At the beginning of each year thereafter, employees will receive credit for ~~forty (40)~~ ninety-six (96) hours' Sick Leave to apply to the current years' service. Sick leave credit will be maintained but not accumulated during lay-off. Vacation or bank time may be used as sick leave.

20.04 Sick leave is not to be used for any purpose other than legitimate illness and/or for Doctor and Dentist appointments (*can* be taken in increments). ~~A Doctor's slip may be required.~~ Sick leave *as* described above, can also be used for members of an employee's immediate family.

For the purpose of this clause, immediate family shall include an employee's spouse and children, parents, grandparents or family members residing in the same household.

20.06 It is the employee's responsibility to immediately notify (text, email or voicemail to CSC) his or her Department Supervisor of absence due to illness. If there is no notification, absence may be considered absence without pay and the regulations in Article 4.03 may apply.

20.07 Unlimited bank of sick time.

20.08 Accumulated sick leave may only be used after the current year's annual five (5) days sick leave has been used up. The employee may also choose to delay ~~STD~~ Weekly Indemnity (WI) payments with the use of accumulated sick leave.

21.01 If an employee suffers a death in the immediate family he/she shall be granted compassionate leave-of-absence with full pay for five (5) days based on regularly scheduled hours of work. Sick leave may also be used for compassionate purposes.

Immediate family means: spouse, mother, father, brother, sister, children, mother-in-law, father-in-law, grandparents (in-law) and grandchildren, brothers-in-law and sisters-in-law. If the employee affected does not attend services, he/she shall only be entitled to one (1) day as provided in this Section. The employee may be required by the Company to substantiate the death.

22.01 An employee called for Jury Duty or as a Crown *or Subpoena* Witness will not be required to appear in Court and attend his/her regular shift on the same day. If however, they are not selected or required to testify they will report for work.

23.03 No Shop Steward, Committee or employee shall be discriminated against or jeopardized in seniority standing or suffer any loss of employment on account of membership or activity in the Union, provided that such activity is not allowed to interfere with the work and production of the Company.

Upon formal request for an unpaid leave of absence, an employee may be granted a leave ~~not to exceed two (2) full business terms~~ *serve* as a fulltime officer of the Union. Upon return to the bargaining unit, *accrued* seniority would be credited to the person. The person would not be guaranteed a specific job, but would be eligible for a job for which he or she was qualified.

25.01 Arctic Parkas. Three (3) Arctic Parkas will be available in the Tool room for coastal crews being sent to the North-West Territories or the Yukon in the winter.

Arctic Parkas shall be supplied to employees that are required to work outside during the winter months.

25.03 Insulated Boots. The Company will provide up to ~~One Hundred and Fifty (\$150.00)~~ *two hundred (\$200.00)* dollars per year toward the cost of replacement for CSA approved insulated work boots for employees required to work *outside* with submission of receipts.

25.12 Safety Shoes Footwear The Company will provide an allowance of Two Hundred ~~and fifty (\$200.00)~~ *(\$250.00)* dollars to all bargaining unit employees whose regular work is in shops or Warehouse area are required to wear Regulation Safety Shoes during working hours.

25.xx *The Company agrees to provide custom fitted ear plugs for employees at no cost to the employee every two (2) years*

25.15 Training Sessions, Meetings and Interviews.

(a) The Company shall pay ~~time and one-half~~ *double time* 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. *If travel time is required on the employee scheduled day off, then travel time shall be as per Article 10.* Meal allowances do not apply for compulsory training sessions of two (2) hours or less during the week and Saturdays.

26.01 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.~~

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.....

..... order will be followed when layoffs are required in the Service and/or ~~Pats~~ Parts Departments:

26.02 Each employee's seniority with the Company shall be broken by:

(a) Voluntary quitting of job *or by waiving recall rights while on layoff.*

(b) Exceeding authorized leave-of-absence.

(c) Discharge and not reinstated under the terms of this Agreement.

(d) Failure to report back to work within one (1) week after notification to return to work, unless failure is proved to be unavoidable.

(e) Accepting a Company position outside the bargaining unit for a period of more than ~~two (2) years~~ 12 months.

26.05 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 the duration of such layoffs. However, no time will be credited towards pay increments during layoff.

Employees shall not receive company benefits during layoffs, except as provided in 18.03, 18.04 and Article 27.

The temporary layoff shall be considered uninterrupted for employees who are recalled to less than ~~two (2) one (1) week consecutive weeks~~ (forty (40) hours) of employment.

However, if an employee is re-hired within three (3) years of lay off, his/her seniority rights will be reinstated less the period of absence.

27.02 Branch Closure

(c) Notwithstanding the above provisions, the Company agrees to give the Union a minimum of ~~thirty (30)~~ ninety (90) days' written notice of any branch or location closure. If adequate notice is not provided to the Union, affected employees will be credited an additional one (1) year of service towards their severance calculation in (b) above.

30.04 JOURNEYPERSON 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:

- Mechanic
- Welder
- Machinist
- Electrician
- Painter
- *Millwright*

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.

30.07 A JOURNEYPERSON'S HELPER is a person employed to perform limited skill work.

Examples of limited work are:

- guard and quick-attach attachment removal and installation;
- steam cleaning;
- general clean up to shops, yards, machines;
- pick-up truck driving;
- sandblasting;
- lube and oil;
- basic servicing

~~-bend conduit pipe~~

~~-pulling electrical cable~~

A Journeyperson's Helper may also assist a Journeyperson in the performance of his/her duties both in the shop and in the field. He/she may work independently while in the shop, but shall be under the direct supervision of the Chargehand. He/she shall work under the direction of a Journeyperson while in the field.

He/she will not be employed to displace any of the other mechanical classifications, and no helper shall be retained while persons in a higher mechanical classification are on layoff.

He/she will not, nor will he/she be expected to have his/her own personal tools. Where a basic tool box is required for the Journeyperson Helper, this shall be provided by the Company.

The ratio of Helpers to Journeypersons shall be no more than one (1) to four (4) in a branch.

30.11 TOOL ROOM ATTENDANT: A person employed to maintain and distribute tools and literature to all appropriate people. They will also be responsible for rental and loan out agreements.

30.19 TOOL LAB ASSISTANT: It is understood between both parties that a Tool Lab Assistant main job duties exists of:

- Opening and closing invoice work orders;
- Receiving large incoming orders and allocating freight to pending truck orders and
- Processing new tool orders to ship to Finning facilities.

-Eligible for training to upgrade to calibrator

- 31.11** The Company will pay the Apprentice a maximum of ~~Four~~ Six Hundred Dollars ~~(\$400.00)~~ (\$600.00) per week to cover all living and city travel and weekend expenses while the apprentice attends school as per the Apprenticeship expense guidelines. Receipts will be required.
- 33.01** Recognizing the dynamic changes facing the Company and the Union over the term of the collective agreement a committee of three (3) persons representing the Company and three persons representing the Union will meet on a quarterly basis to address and resolve emerging issues. The purpose of the meetings is to provide for continuing consultation and cooperation on ways to achieve sustainable improvements in Customer Service while striving to enhance the working climate and job opportunities for employees.
- 33.02** Both the Company and the Union agree that it is important to discuss the introduction and implications of technological change in the workplace where that change will affect Employees. Where the Company intends to introduce technological or procedural change in the workplace, it will meet with the Union to discuss the implications of the change ninety (90) days prior to implementation. *Improper notice shall provide affected employees a benefit as per 27.02c.*
- 33.03** Technological change will be considered the introduction of new or modified equipment, or work processes, which will displace employees in a branch. *This includes reduction thru attrition.* The Company will provide information about the new technology and the impact on the Employees.
- 33.04** Where jobs are made redundant, the affected employees will be given an opportunity to move to other positions provided there are openings and they are capable of performing the job functions. Employees who move to a lower classification shall have their wages red circled.
- 33.05** An important purpose of this article is to assist employees in adapting and retraining to meet technological change in the workplace.
- 33.06** When Technological change occurs, the Company shall provide adequate opportunities for training and skill development for the affected employee(s) so that they may be equipped to fill other jobs within the Company that are commensurate with their ability, qualifications and seniority. The Company and the Union will encourage the employees to participate in skills

upgrading. This may involve attending a course inside or outside the Company. The Company will assume the cost of any agreed to course.

33.07 If an employee is not able to be placed in a suitable position, severance pay shall apply, in accordance with the provisions of Article 27.02 (Branch Closure) of this Collective Agreement.

33.08 Any changes to wage categories, rates or layoff classifications necessitated by the introduction of the change will be negotiated by the Union and the Company.

34.01 Principles (Contracting Out) (added LoU # 19)

The Parties recognize the importance of maximizing employment within the Bargaining Unit and will work toward this goal in concert with meeting customer needs and ensuring shareholder return.

~~1.~~ (a) The Employer agrees that it will only contract out work for valid business reasons in response to competitive demands and further not for the purpose of eroding or undermining the Union and/or the Bargaining Unit.

2. (b) The Employer agrees that it will meet and have consultation with the Union prior to making a decision to contract out work of the Bargaining Unit.

~~3.~~ (c) The Employer and the Union agree they will meet and make a good faith effort to develop alternatives that may retain such work under the jurisdiction of the unionized employees. Work contracted out will attract permit fees

34.02 Enhanced Protections

Where despite ongoing good faith efforts, the Employer determines that in order to meet its goals that contracting out is the appropriate action and as a result layoffs will occur, the Employer shall:

1. Meet with the Union, a minimum of one hundred and twenty (120) days in advance of taking such action;
2. Provide an opportunity for Employees to move to other available positions within the bargaining unit that they are capable of performing;
3. Assist an Employee who may need some skills upgrading to assume another position within the bargaining unit. This may involve attending a course inside or outside the Employer. The Employer will assume the cost of any agreed to course;
4. Provide outplacement counseling to all Employees laid off due to contracting out;
5. Provide severance on layoff as outlined in Article 27.02; including those employees affected by this change 90 days prior. (33.02)
6. Provide HR resources to facilitate movement of Employees, coordination of retraining and outplacement counseling and payment of severance.

ARTICLE 35 - DEFINED CONTRIBUTION PLAN (allow optional contributions)

35.01 Between April 15, 2015 and August 31, 2015 the Company shall continue to maintain a Defined Contribution Pension Plan for BC and Yukon employees of Finning International Inc. (“the Finning BC DC Plan”), and all employees other than those in the defined benefit component of the Finning International Inc. Retirement Plan (the “Finning BC DB Plan”) shall participate in the Finning BC DC Plan. Effective September 1, 2015, there will be no further accrual of benefits for any employees under the Finning BC DC Plan. The Company, in its sole discretion, may either continue to maintain the Finning BC DC Plan indefinitely, merge it with another Company plan, or the Company may unilaterally terminate the Finning BC DC Plan at any time on and after September 1, 2015.

Commencing for service on and after September 1, 2015, all employees who are not participating in the Finning BC DB Plan shall become eligible to participate in the Machinists Pension Plan, Lodge 692 (the “Machinists Plan”). Detailed provisions on eligibility for membership and the remittance of Company contributions shall be identical to the provisions of the Finning BC DC Plan as such provisions exist on April 15, 2015.

Under both the Finning BC DC Plan and the Machinists Plan contributions shall be made on behalf of employees at no less than ~~five and three quarter percent (5.75%)~~ six percent (6%) of earnings, full cost of such contributions shall be borne by the Company. The change from the Finning BC DC Plan to the Machinists Plan is not intended to increase the Company’s cost in any way. Should the Machinists Plan find itself in a position in the future where it cannot fulfill its promises to plan members, the Union will not request additional funding from the Company.

35.02 Employees may voluntarily contribute up to a maximum of six percent (6%) toward Finning’s BC DC plan prior to August 31, 2015, and to the Machinists Plan commencing September 1, 2015 of which the employer will match at a rate of one fourth (1/4) of the first four percent (4%) to a maximum of one percent (1%).

35.03 The Company agrees to provide a copy of the plan text to the pension plan members upon request.

xx *Allow transfer or portion of Sun Life Pension to the 692 Pension Plan.*

Schedule A

Field Rate ~~Two Dollars and fifty five cents (\$2.55)~~ A premium of ten percent (10%) per hour field rate for all hours worked including travel time shall ~~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 shall~~ attract overtime rates. Travel time shall attract Field rate.

Wages: All schedules and classifications

April 15, 2017	April 15, 2018	April 15, 2019
<u>4%</u>	<u>4%</u>	<u>4%</u>

Leadhand: (6% premium)

First Aid	Level 3 Ticket	\$1.05 <u>\$1.50</u> per hour
First Aid	Level 2 ticket	\$.90 <u>\$1.25</u> per hour

Add ASTTBC Certification (Applied Science Technologists & Technicians of BC) Premium 5%

Add FSR Certification (Field Safety Representative) Premium 12%

SCHEDULE C

PARTS SALESPERSON: to receive five percent (5%) above Journeyman Partsperson Rate. Is an individual that spends at least fifty percent (50%) of their time directly involved with either internal or external customers. This premium shall attract overtime rates

WAGES for Regional Parts Distribution Centre Employees

Surrey – hired after June 30th, 2003

~~Other RDC's – hired after April 15, 2015~~ add \$1.00 per all classifications

CLASSIFICATION	APR. 15/17	APR. 15/18	APR. 15/19
Chargehand <u>(12%)</u>	29.13	29.57	

~~6. The parties acknowledge that all RPDC provisions to all RDC locations as follows...—~~

SCHEDULE "D"

~~FINNING (CANADA), A DIVISION OF FINNING INTERNATIONAL INC.~~

~~WAGES – OIL LAB~~

~~CLASSIFICATION APR. 15/15 APR. 15/16~~

~~Lab Interpreters* 31.53 32.00~~

~~Lab Technicians (Certified) 28.58 29.01~~

~~Lab Technicians (Uncertified) 26.75 27.15~~

~~Lab Clerk 23.80 24.16~~

~~Lab Interpreters – 38.02 38.59~~

~~(hired prior to April 15, 1997)~~

~~* Any new hire or promotion~~

SCHEDULE "F"

G.F.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.

G.F.01 All Departments: Tuesday to Saturday Shift Premium

A Premium of ~~One Dollar and Fifteen Cents (\$1.15)~~ *one dollar and forty cents (\$1.40)* 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 "H"

FINNING (CANADA), A DIVISION OF FINNING INTERNATIONAL INC.

HOUSING ALLOWANCE

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

April 15, 2017

Location

Whitehorse *\$400.00-\$1000.00*

Fort Nelson *\$400.00 \$1000.00*

Terrace *\$1000.00*

Fort St John *\$1000.00*

LoU #2 RE: TEN (10) HOUR SHIFTS

Employees with 20 years or more of service shall not be required to work this shift.

- (a) A premium of ~~one dollar and fifteen cents per hour (\$1.15)~~ one dollar and fifty cents (\$1.50) April 15, 2017 one dollar and seventy five (\$1.75) per hour worked will be provided to a Wednesday to Saturday shift. Afternoon shift premium will apply as necessary.

LoU #7 Re: First Aid Tickets and Training

(Grandfathered if laid off/recalled e.g. Elkford)

LoU #8 Bank time

1. 2nd paragraph
The maximum hours in an employee's bank at any time may be ~~three~~ four hundred and ~~twenty~~ (320) (400) hours. These hours may only be used as time off at a mutually acceptable time to both parties or as personal leave ~~If there is no agreement then either party may demand full payout and the closing of the banking account.~~
2. Banked time ~~can not~~ may be taken or added to regular vacation during the prime time vacation period provided workloads are manageable. Banked hours can ~~not~~ be used as sick family leave time.

If an employee does not use his/her ~~three~~ four hundred and ~~twenty~~ (320) (400) hours for mutually agreed upon time off in the calendar year, he/she may carry it forward to the next year.

~~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.~~

xx Employees may schedule bank time by mutual agreement provided their vacation time have been scheduled in the current calendar year.

xx Employees accepting temporary transfer may bank all of their overtime with no cap restrictions.

Note: Any current employees with banked time above ~~320~~ 400 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~~ 400 hours again.

xx Reduction of bank time will be permitted by transfer of pay to an RRSP or Pension Plan.

LoU 11 Re: Students (except RPDC)

LoU 12 Re: Modified Shifts (Template)

Travel time Clarity re Al Cyr's Feb 10, 2017 email attached

I have seen and heard the issue surrounding temp transfer to sites that are under a LOU for modified shifts.

This came up and has been resolved since the beginning of modified shifts at Tumbler Ridge a number of years back. The issue that was raised by the crew at Tumbler Ridge was that when a temp transfer worked at the site for more than one rotation they should not be able to get travel time for each trip. There issue was that Tumbler Ridge employees do not get travel time for each rotation, they get an allowance for the cost of each rotation up to a maximum of \$1000.00 and travel on their own time. This caused a lot of friction between employees (members).

This is the procedure for all locations that have Modified shifts LOU. It was discussed and agreed that travel time should apply for Temp Transfers to a site that is under an LOU if the temp transfer is for one rotation. If the temp transfer lasted more than one rotation the first trip in would be travel time plus mileage if they take their own personal vehicle. If they do not take their vehicle then all travel cost and travel time would be paid. Also the last trip out there would be travel time and mileage if they used their own vehicle. If they do not take their vehicle then all travel costs and travel time would be paid. All other trips in between (more than one rotation) would be as per the LOU and the employee would be traveling on their own time and paid an allowance up to \$1000.00 per rotation.

This was the resolve to the issue raised years ago and continued to be practiced today. Whenever there were questions about travel time regarding the above by the temp transfer employee and the explanation given was accepted.

LoU 14 re Apprenticeship

The Company will provide the apprentice with two (2) weeks' notice prior to a transfer to an alternate branch within his region. Reasonable living expenses will be allowed for apprentices transferred by the Company. Living expenses to be discussed initially with the company before departure and each fifteen (15) days thereafter.

For the purpose of this letter of understanding, the regions will be as follows:

Region 1 - Lower Mainland and Vancouver Island

Region 2 - Kamloops, Cranbrook, Vernon, ~~Castlegar~~ and ~~Sparwood~~, Elkford

Region 3 - Williams Lake, ~~Quesnel~~, ~~Mackenzie~~, Houston, Terrace, Prince George, Whitehorse, Fort St. John, Site C and Fort Nelson.

LoU #15 Re: Transfers from Isolated Branches

Employees of Fort Nelson, Fort St John, Terrace and Whitehorse branches who reside in those locations shall receive two additional paid vacation days per year. Payment for such days shall be in accordance with the provisions of Article 16 – Vacations of the Collective Agreement, to a maximum of .8% of Gross Earnings.

~~LoU #16 — RE: ThinkBIG Program and ThinkBIG Student Work Placements~~

LoU 17 Re: Warehouse

The parties agree that we recognize the importance of adding value to the classification of Warehouseperson. Also in certain situations on as needed basis, to assist the Journey Partsperson in performing some of the shop and customer credits. Therefore on a without prejudice basis the Warehouseperson may perform shop, core inspection and customer credits on the following basis set out below:

1. It is understood by the parties that the credits performed by the Warehouseperson are normally performed by the Journey Parts person and that this shall not set precedent of this work being removed from the ~~parts sales~~ Journey Parts person function.

~~LoU 19 Re: Application of Article 34.01~~

(Add into CA as Art 34.01 4a, b, c)

LoU 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) once the training program is completed through the scheduled progression.

~~LoU 22 — Bucyrus/cable shovels~~

LoU's outside the Collective Agreement

LoU re CLRA and Operating Engineers	keep
Application of Art 34.01	remove -moved into the CA
Isolation pay 10%	re Whitehorse, Fort Nelson, Tumbler Ridge add Elkford,
Isolation pay Sparwood	remove
Isolation Pay Terrace Houston	remove, (grandfathers gone now?) March 14 /83
Reciprocity Agreement	remove, due to abuse
Bucyrus	remove
ThinkBIG	remove
Permit Fee exemptions	keep, remove will be/do not, insert may
Service Chargehand (including profile)	move into CA, (30.03), (review content)
Resident Technicians	keep
12 hour shift -Fort Nelson -Gas Compression	keep and provide training
FSJ regional wage adjustment (5%)	keep increase to 10%
12 hour shift Tumbler Ridge	discussion e.g. entitled to 27.02, per diem \$85, adjust shift premium
PM Specialist PG	keep
12 hour shift -Mount Milligan	keep adjust shift premium
7 on 7 off -Huckleberry Mine	keep
12 hour shift -Red Chris Mine	keep, adjust shift premium, g) <i>inbound</i> /outbound
7 on 7 off -Mount Polly Mine	keep, increase travel from 2 to 3 hours
7 on 7 off -Gibraltar Mine	keep,
4x4 shift -Kamloops CSC	keep, adjust shift premium, para 7 five one-half (5 3/4)
4 on 4 off -Highland Valley Mine	keep
PM Specialist Surrey	keep add D70
Richmond customer assistance callout	change Surrey Power Systems
Richmond out of country allowance	change Surrey Power Systems

Surrey RPDC students, part time	keep, add D78
Surrey RPDC vacation	keep, add D78
12 hour shift -Sparwood	remove, insert Elkford LoU
Sparwood Regional Wage Adjustment	remove, (in Elkford LoU)
12 hour shift Sparwood warehouse	remove
Yukon Apprentice	keep
12 hour shift -Minto Mine Whitehorse	keep
12 hour shift -Site C	keep, adjust shift premium,
Diesel Engine Technician Apprenticeship	keep, change to Surrey Power Systems
Surrey Power Systems -Seniority	?

Discussion Items

10.02 travel time, an employee performing work, service reports time sheets etc. while on a common carrier should be able to claim the appropriate hourly rate

16.02 Employees are entitled to the number of weeks' vacation shown in column (1) in the calendar year in which the years of service shown in column (2) are completed. However, new employees may request accumulated vacation after six (6) months, earning at 0.83 days per month. Any time taken will be considered part of the following years vacation

30.10 ESTIMATOR: A person employed to estimate the cost of repairs on equipment requiring service and parts.

WAGES for Regional Parts Distribution Centre Employees

Chargehand rotation, misuse of a classification...discuss

Finning Rental Services

The parties agree and understand that either party may add proposals during bargaining to address issues arising from Finning's decision to integrate TCRS business, along with Power Systems Rentals, into Finning Rental Services

WorkDay security, vacation accrual, current year entitlement/usage, access for employees on layoff