

**Memorandum of Agreement**

**Between**

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

**And**

**International Association of Machinists and Aerospace Workers  
Vancouver lodge 692**

Attached are the proposed changes to the April 15, 2015 – April 14, 2017 Collective Agreement, which shall constitute the full terms and conditions of settlement for a new Collective Agreement between the Company and the Union.

This Memorandum constitutes the Offer of Settlement from the Company, and is subject to ratification by the bargaining unit employees.

The terms and conditions constituting the full agreement shall be as follows:

1. All terms and conditions as attached in this Memorandum of Agreement.
2. All terms and conditions of the 2015 - 2017 Collective Agreement, except as expressly modified by this Offer.
3. All terms and conditions shall become effective date of ratification, except wage increases, subject to ratification by the bargaining unit employees.
4. The Union Bargaining Committee unanimously recommends acceptance of this memorandum.

- 1.03** 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.

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.

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 and they did not waive recall rights under article 27.

- 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 half of their normal shift hours four (4) hours pay at his/her regular rate. ~~provided that if four (4) hours~~ If 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.

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.

- 5.14** 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 (unless the employee is voluntarily on the shift).

- 6.06** ~~Where it is practical,~~ Overtime work will be distributed equally among those employees who are assigned to and who normally perform the work in the area and/or worksite within the department. Any opportunity which is not worked will be counted as time worked when assessing the distribution. The distribution will be assessed on a an 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.

- 6.08** When work of more than one (1) hour is to be performed, immediately before or after a regular shift, the Employee shall be given a ten (10) minute rest break adjacent to the shift.

- 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



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.

10.02 Travel time at double time 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.~~

~~10.03 (a) Public carriers shall be defined as follows: buses, taxis, aircraft, trains, boats and any vehicle licensed to transport passengers and operated by a licensed operator (exclusive of Company trucks or cars mentioned in 10.02 preceding)~~

~~Buses, aircraft or boats that may be chartered or purchased by the Company to transport employees shall be licensed to transport passengers and operated by an operator holding a current appropriate license to do so.~~

~~Travel time by employees outside the regular shift hours under 10.03 shall be at time and one half, 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) (b) 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 When an employee is required to work at points which require him/her to be absent from his/her home, he/she shall receive transportation, ~~first class~~ suitable accommodation, and travel time as stipulated in other Sections of this Agreement.

The Company will also pay \$~~60~~ 70.00 per diem (\$15.00 breakfast, \$20.00 lunch, \$35.00 dinner) to cover the cost of meals except when meals are provided.  
Article 6.07 shall not apply.

### 13.01 Temporary Transfers

(b) The Union and the Company agree to encourage employees to volunteer for temporary transfers where such need arises. The employees will be approached in order to find volunteers to fulfill the need. If there are multiple volunteers for the temporary transfer opportunity, employees will be selected in order of seniority.

(d) Prior to overtime being banked, a discussion and agreement needs to happen between the employee, the employee's home branch and the receiving branch. .  
~~Overtime worked while on a temporary transfer may be banked.~~

**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~~ suitable 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 \$~~670.00~~/day per diem (\$15.00 breakfast, \$20.00 lunch, \$35.00 dinner) to cover the costs of meals. unless they have been transferred to a location where meals are provided to them. 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.

**13.08** 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.

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.

~~**14.07** 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.~~

~~An application does not guarantee an employee the right to a vacancy, rather that the application will be considered when a vacancy does occur.~~

**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 online for all employees to view. in all branches. Postings will be posted for a minimum of fifteen (15) days. Internal branch and reposts will be posted for five (5) days. 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 available online where provided to the Shop Steward and Union Representative can view it.
- g) All applicants will be notified in writing within thirty (30) working days from the posting being awarded of their application status. If a posting is not awarded within ninety (90) calendar days then the posting will be expired.



- 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	Family Day (BC)	Good Friday
Easter Monday	Victoria Day	<u>National Aboriginal Day (Yukon)</u>
Canada Day	1st Monday in August	Labour Day
Thanksgiving Day	Remembrance Day	Christmas Eve
Christmas Day	Boxing Day	

It is understood that employees will not be required to work Statutory Holidays, except as otherwise agreed under specific modified shift arrangements.

- 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.
- (c) ~~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 sometime during the two (2) calendar weeks preceding the week in which the Holiday occurs.

- 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. If an employee elects to waive two consecutive weeks in primetime, they may request two consecutive weeks outside of primetime during the initial selection process. These vacation requests will be governed by seniority. 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 1<sup>st</sup> 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 1<sup>st</sup> 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 ~~seven (7)~~ 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.

The leave must be applied for in the same manner as the vacation schedule and any remaining vacation and banked time off must be used in conjunction with such leave of absence. The maximum period of absence would be the total of the leave, plus vacation, plus banked time off. Management may approve such requests taking the business conditions into account. The intent of the leave is to allow employees to experience an extended travel opportunity. Requests for leaves for other reasons will be considered on an exception basis.

During such leaves, employees may continue their medical coverage by prepaying one-half (1/2) of their medical premium.

**17.04 Tool Allowance:** The allowance will be provided to an employee requiring and using a personal complete set of tools. ~~A complete set of tools comprises a kit of at least eighty percent (80%) of the value of the average Journeyperson Mechanic's kit.~~

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).

Journeyperson Mechanics, Machinists Electricians, Apprentices and Specialists will be provided with a tool allowance as outlined below.

Welders will receive Two hundred (\$200.00) ~~Sixty (\$60.00)~~ dollars. He/she will receive the same tool allowance as a Journeyperson Mechanic if required to carry a full tool box.

The Company will require a tool list for all people receiving the allowance.

Tool allowance for Mechanics and Apprentices will be paid as follows:

September 1, 201~~5~~7 - August 30, 201~~7~~9 \$750.00

- (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, 201~~5~~6 - Aug 31, 201~~6~~7 is paid on second (2nd) pay in September, 201~~6~~7)
- (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.
- (c) If an employee is laid off or severed then the allowance will be prorated based on the months that employee worked.



(d) The Employee will take their personal air and/or battery operated tools home when the employer supplies an Employer owned tool. The employer will provide battery operated impacts, however it will be at management's discretion whether other company provided tools will be air or battery operated. Employees responsible for tools provided by the Employer must ensure that the tools are returned to the Employer in the event of layoff or termination.

18.08 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.~~

19.01 The Short Term Disability Benefit shall be ~~Sixty~~ Seventy percent ~~(60%)~~ (70)% of the employees' current base wage rate.

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.

~~14.09~~ 19.03 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.

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 who reside in the same household.~~

20.06 It is the employee's responsibility to immediately notify (in person by phone, and if unsuccessful then employees may leave a voicemail, text or email) 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.

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, 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 Witness, ~~or is subpoenaed~~ 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.

The employee will be required to submit proof of juror service ~~or subpoena~~ and forward any payment received to the Company. The Company will make up the difference between Jury pay or witness fees and the employees regular wages ~~for each eight (8) hour shift.~~

- 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.

- 25.12 Safety Shoes. The Company will provide an allowance of Two Hundred ~~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.

- 25.17 Employees will be reimbursed 100% of the cost of one pair of custom earplugs every two (2) years for employees that require earplugs at their worksite.

- 25.18 The Company shall provide a Backpack Respirator/Fresh Air Welding Helmet to welders on an as-required basis.

Employees will be encouraged to wear a respirator for all welding work.

- 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. However, the following layoff order will be followed when layoffs are required in the Service and/or Parts Departments:

- Students
- Casual Labourers
- Part-Time employees (Parts department)
- Other service or parts classifications in accordance with this agreement

Journeyman Helpers (Service department) will be laid off prior to mechanic apprentices or mechanics. A Journeyman Helper will not be able to do sandblasting or steam cleaning on paint shop work if a Painter is on layoff in that Facility. If an Electrician is on layoff, a



Journey person Helper is not able to assist with Electrical work.

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.

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.

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.

Company seniority for purposes of this clause will be time spent as a Union member.

- 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~~ twelve (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) forty (40) hours of work or less. consecutive weeks 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 as long the employee did not waive their recall rights under article 27.

## 27.02 Branch Closure

- (a) In the event that the Company decides to close, restructure, or relocate any of the existing ~~branches or~~ divisions or facilities and work is no longer available the affected employee(s) shall be offered the first available job opportunity 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
- (c) Notwithstanding the above provisions, the Company agrees to give the Union a minimum of ~~thirty (30)~~ sixty (60) days' written notice of any ~~branch or location~~ facility 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.

**30.05** GAS COMPRESSION MECHANIC TECHNICIAN is a Journeyperson who maintains and repairs gas compression equipment. An employee in gas compression must hold a Journeyperson ticket in the applicable Mechanic, Heavy Equipment Technician, Electrician, Millwright, or Automotive trade.

**30.07** A JOURNEYPEPERSON'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.



**30.21 TOOL LAB TECHNICIAN:** a ticketed person who is responsible for repairing all tools and calibrating all devices serviced by the Finning Tool Lab. It is understood between both parties that a Tool Lab Technician is able to:

- perform all duties performed by a Tool Lab Calibrator Level 2
- instruct others in all Calibrator Level 2 functions
- implement calibration procedures for all serviced devices
- ensure traceability procedures are maintained in calibration
- ensure customer product is stored appropriately
- complete calibration certificates and spreadsheets
- develop new repair and calibration procedures

**30.22 EQUIPMENT OPERATOR:** A person employed to organize and maintain the yard, load and unload equipment, and complete safety inspections on fork lifts, tooling and cranes.

**30.23 MAINTENANCE ASSISTANT:** A person employed who is responsible for a variety of duties for maintaining the branch maintenance. Troubleshoots maintenance problems on electrical, structural, plumbing and HVAC systems. Performs preventative maintenance and oversees coordination of other maintenance activities.

**30.24 MAINTENANCE SUPPORT STAFF:** A person employed who is responsible for a variety of duties for maintaining the branch maintenance and supports the Maintenance Assistant.

**31.03** Apprentices in their final year shall be classified as Journeyperson for ratio purposes once they have completed their third year of training and hours.

**31.05** The Company will cover the costs of tuition, books and normal rate of pay for the first attempt at each appropriate Apprenticeship schooling level, and if required, both one 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.

~~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.~~



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.

~~31.07 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.~~

**31.11** 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 taxies, airline limousines, daily transport while attending class.

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 each way from their home branch in order to qualify for the living subsidy.

**31.13** 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. Qualifying examination consisting of a written theoretical test, a performance discussion and a sign off/approval from management. The written portion of this examination will meet the conditions of and be approved by the Industry Training Authority

**31.14** It is the company's responsibility to schedule the apprentice's time line and training. The apprentice will not be held back on wage increments because of training schedule short falls. The normal apprenticeship should be complete by four years (4yrs) less the credited time

**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. 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.

**35.01** The Company shall maintain a Defined Contribution Pension Plan, and all employees other than those in the Defined Benefit Plan shall participate in the Defined Contribution Plan. Contributions shall be made on behalf of employees at no less than five and three quarter percent (5.75%) of earnings, full cost of such contributions shall be borne by the Company.

Effective April 15, 2018 the company contribution shall be no less than six per cent (6%) of earnings.



**35.04** Wind down of the Sun Life pension and provide employees who have a sun Life pension the option to do one of the below:

a) Transfer their assets to a locked in RRSP under the Finning group financial benefit plan so they have access to the same funds that they currently have for their Finning Defined Contribution pension plan.

b) Transfer to another pension plan that allows transfers of funds in, for example the Machinists 692 Pension Plan

c) Transfer to another financial institution

\* This requires Pension Committee and Board approval.

\* The employees need to be provided a minimum of sixty days (60) notice.

\* Transfer to another financial institution.

**36.01** This Agreement shall be in full force and effect from and including APRIL 15, ~~2015~~ 2017 to and including APRIL 14, ~~2017~~ 2020 and shall continue in full force and effect from year to year thereafter subject to the right of either Party to this Collective Agreement within four (4) months immediately preceding the date of APRIL 14, ~~2017~~ 2020 or immediately preceding the anniversary date in any year thereafter, by written notice to the other Party, require the other Party to commence collective bargaining with a view to the conclusion of a renewal or revision of this Collective Agreement or a new Collective Agreement.

#### **SCHEDULE "A" Wages**

A general wage increase effective April 15, 2017 2.00%

A general wage increase effective April 15, 2018 2.50%

A general wage increase effective April 15, 2019 3.00%

Classification (upon ratification)

Gas Compression Technician\*\* \$45.45

Resident \$45.45

~~Double Chargehand 15%~~

Chargehand \$46.70

Not to be included in the Collective Agreement:

Effective date of ratification - No language change to the Field Rate language in the CA. Change in practice - employees who are traveling in a company vehicle will receive the field premium unless they are traveling for training.

~~\*\*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.~~

#### **SCHEDULE "B" WAGES 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 Journeyman. For the purposes of

progression to the next increased wage rate, the Apprentice shall be required to complete the required number of Progression Hours.

Employees will not be eligible for retro payment based on hours if they delay any of their schooling for any reason, if schooling is delayed or not available, if an employee is held back in going to school due to documented performance concerns, if an employee fails any levels of the schooling, or if the employee received hours credit from other employers for previous work experience. Any delays in the control of the employer will be subject to retroactivity.

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 internal 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 Industry Training Authority

**SCHEDULE "C"**                      effective April 15, 2017

**Journeyperson Partsperson**                      \$38.97 +2%

Warehouseperson Chargehand                      \$35.55 +2%

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 – ~~7~~ 5% above Parts Journeyperson rate. Premium shall attract overtime rates.

Hose Maker Premium (effective date of ratification) \$2.50 per hour

For all hours worked making hoses over their appropriate parts warehouseperson rate. This premium will not attract overtime.

PARTS WAREHOUSEPERSON: A Parts Warehouseperson will generally perform duties involved in receiving, shipping, binning and other warehouse duties.

Warehousepersons will be allowed to apply for upgrading after five (5) years service providing they pass the necessary qualifying examination and vacancies exist. They must be prepared to take the necessary courses and pass the various examinations to qualify as a Journeyperson Partsperson. Wages will be at existing rate for two (2) months after starting the program, then altered to the twenty-four (24) month apprentice rate.

NOTE: PART-TIME PARTSPEOPLE are those employees who work a regular relief role. 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.

~~\*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: 5% above Parts Warehouseperson rate. Premium shall attract overtime rates.

\*\* 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"~~**

**~~WAGES - OIL LAB~~**

**~~DELETE SCHEDULE~~**

**SCHEDULE "D"**

**WAGES - TOOL LAB**

**CLASSIFICATION**

**Tool Lab Chargehand (trade ticket)**

**Letters Of Understanding (LoU's) within the Collective Agreement**

LoU	#1	Defined Benefit Pension Plan	RENEW
<del>LoU</del>	<del>#3</del>	<del>Backpack Respirator</del> (new Article 25.18)	<del>DELETE</del>
LoU	#4	Joint Selection Committee	RENEW
LoU	#5	Service Chargehand	RENEW
LoU	#6	Training and Development	RENEW



LoU #7 Re: First Aid Tickets and Training

AMEND

~~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 f~~ 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 current level of 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.

LoU #8 Re: Banking of Overtime Hours

AMEND

1. Overtime hours must be paid in wages at the O/T rate or banked.

Employees may elect to bank any number of overtime hours or have overtime hours paid out. Banked time hours will be banked in full. Example: Employee works two (2) hours of overtime at double time, employee may elect:

- a) bank 2 hours which would put four hours into the bank at their straight time base rate, or
- b) have 2 hours at double time paid out, or
- c) bank 1 hour at (2 hours at straight time) and payout 1 hour at double time

~~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.

2. Banked time ~~can not~~ may be taken or added to regular vacation during the prime time vacation period as long as article 16.06 has been followed and there is appropriate coverage at the facility. Banked time may be used for family leave, personal leave or medical appointments provided there is appropriate coverage at the facility and a minimum of forty-eight (48) hours of notice has been provided. 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.

**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.

LoU #9 Joint Safety Committee

RENEW

LoU #10 Bridging of benefit payments

AMEND

The parties understand that there may be delays in the processing of employee claims while on WCB or ~~WI~~ 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 ~~WI~~ 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.

LoU #11 Students

AMEND

Any person who is classified as a Student must be registered full-time and be attending an educational institution. Full-time enrolment for the purpose of this letter of understanding is considered to be an average of three (3) courses per semester or full time in any technical trade school.

Student status will be reviewed each spring.

Any student working twenty (20) or more hours a week on a regular scheduled basis other than during school breaks (spring break, Easter, the summer period, and Christmas), will receive the same rate of pay as those employed as Casual Labourers. They will be eligible for benefits on a pro-rata basis, based on their actual hours worked.



Students will not be deducted any Union dues and will receive the Student pay rate as outlined in Schedule A.

For Students working at D78, Surrey RDC, refer to LoU D78 Student Classification at Regional PDC

LoU #12	Modified Shifts (Template)	RENEW
LoU #13	Seniority during Change of Department	RENEW
<del>LoU #14</del>	<del>re Apprenticeship</del>	DELETE
LoU #15	Transfers from Isolated Branches	RENEW
LoU #16	ThinkBIG Program and ThinkBIG <del>Student</del> <u>Apprentice</u> Work Placements	AMEND

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~~ apprentices 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 online 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 upon completion of ~~be enrolled in~~ the ThinkBIG program and will remain members of the BC/YK union;
  - b. Students Apprentices 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 apprentices indentured during ~~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 apprentices 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 service department employees are on layoff.
- 3) While engaged in work experience terms, ThinkBIG ~~students apprentices~~ 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 acknowledge 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 apprentices~~ 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.

LoU #17 Re: Warehouse

AMEND

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 Partsperson and that this shall not set precedent of this work being removed from the ~~parts-sales~~ Journey Parts Person function.
2. The Warehouseman shall not perform these functions when a Journey Partsperson are on layoff.
3. This Letter of Understanding may be reviewed quarterly to address any issues that may arise from the Warehouseperson performing these credits.
4. The Letter of Understanding shall remain in effect for the duration of the current collective agreement.

LoU #18 Permanent Part-time Employees RENEW

~~LoU #19 Application of Article 34.01~~ DELETE

LoU #20 PM Specialist AMEND

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.

LoU #21 Hydraulic Specialist Mechanic

AMEND

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).

~~LoU—#22—Bucyrus (Cat Mining)~~ DELETE

### **Letters of Understanding (Outside the Collective Agreement)**

~~LoU—Tri-party FC/IAM/IUOE~~ DELETE

~~LoU—Application of Article 34.01~~ DELETE

LoU Isolation Pay Whitehorse, Tumbler Ridge, Ft Nelson RENEW

~~LoU—Isolation Pay Sparwood~~ DELETE

~~LoU—Isolation Pay Terrace and Houston~~ DELETE

LoU Reciprocity Agreement Documents RENEW

~~LOU—Integration of Bucyrus (CAT Mining) Projects & Assemblies Division to Finning (Canada)~~ DELETE

~~LoU—ThinkBIG Program and ThinkBIG Student Work Placement~~ DELETE

LoU Contractor Dues Exemptions RENEW

~~LoU—Service Chargehand Role~~ DELETE

LoU	Resident Technicians	RENEW
LoU	12 hour Shift Fort Nelson Gas Compression	AMEND

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

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~~ Facility

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

1. The normal shift schedule will be two (2) weeks in/ two (2) weeks out, based upon working twelve (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 Collective Agreement. The parties will meet to discuss and resolve any issues arising from this Letter of Understanding.

LoU	Regional Wage Adjustment Fort St John	RENEW
LoU	12 hour shift Tumbler Ridge	RENEW
<del>LoU</del>	<del>PM Specialist Prince George</del>	<del>DELETE</del>



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. John~~ Prince George, 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 (\$1000.00) 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) Inbound travel will occur on the day prior to the start of the normal shift, and outbound travel will occur on day fifteen (15).
- g) Employees will be provided with accommodation and meals at the customer's camp ~~in Fort St. James~~ unless otherwise specified.
- 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.

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 twelve (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 one (1) week (seven (7) days) in/ one (1) week (seven (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 eight (8) or day fifteen (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.

**LoU 7 on/7 off Mount Polly Mine site**

This Letter of Understanding is to accommodate the need to provide technicians at the Mount Polly Mine Site. The Parties agree to implement a twelve (12) hour shift schedule in accordance with LOU#12 Modified Shifts without prejudice or precedent to other similar and/or identical matters to the following:

1. The shift schedule will be 1 week on, 1 week off, based upon working up to twelve (12) hours per day on site, each shift. The employees will be onsite for up to twelve (12) hours and will also be required to travel to and from site up to three (3) 2 hours each day as per customer request. This may be reviewed or changed at any time. A day shall be the twenty-four (24) hour period commencing with the start of the employee's regularly scheduled shift.
2. All work on Sundays will be at overtime rates but the Sunday hours are included as part of the normal shift schedule.
3. The shift will apply to employees designated and agreed to by the Company and the Union. The Company will discuss with the Union prior to hiring any new employees onto the shift or transferring any existing employees onto the shift. The shift will be strictly voluntary, and no employee will be required to participate in the shift.
4. All other terms and conditions of the Collective Agreement will apply except as outlined herein.
5. The parties will meet as required to discuss and resolve any issues arising from this Letter of Understanding.

**LoU 7 on/7 off Gibraltar Mine site**

**RENEW**

This Letter of Understanding is to outline terms and conditions covering the Kamloops Customer Support Center (Facility 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~~ three quarters ( $5\frac{3}{4}$ ) hours pay at their regular rate, provided that if five and ~~one-half~~ three quarters ( $5\frac{3}{4}$ ) 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 banked time. Employees must schedule a full block to be able to use banked time; 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. Parts Apprentice – a Parts Apprentice working within the CSC in Kamloops, ~~Branch 24~~ Facility D66
2. Parts Salesperson – a Parts Salesperson working within the CSC in Kamloops, ~~Branch 24~~ Facility D66.

**13. WAGES**

1. 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.
2. 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 afternoon 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.

**LoU Highland Valley Copper shifts**

RENEW

~~LoU — PM Specialist Surrey~~

DELETE

**LoU ~~Branch 14(D75) D77~~ Customer Assistance Calls**

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

In order to remain consistent with current language outlined in article 7.04 of the Collective Agreement and in order to acknowledge customer assistance calls made by Journeyperson Technicians in ~~Branch 14 Richmond~~ Facility D77 - Surrey Power, when an employee receives a telephone call from a customer at home, while he is on standby, and provides technical assistance, the employee will be compensated for no less than one half (1/2) hour at two (2) times the regular hourly rate in addition to stand by pay.

Any call that exceeds one half (1/2) hour will be paid in relation to the amount of time on the call.

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

**LoU Facility D77 ~~Branch 14(D75)~~ Working Outside of Canada**

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

This Letter of Understanding will reflect the current practice of paying qualified employees in ~~Branch 14~~ Facility D77 an allowance for working outside of Canada.

International assignments will be assigned on a voluntary basis. In such, circumstances, a Working out of Country Allowance will be paid. The allowance will \$10/hour for all hours worked outside of Canada and will not attract any premiums.

All other terms and conditions of the Collective Agreement will apply. This Letter of Understanding will be reviewed at the conclusion of the Collective Agreement ~~dated~~

## **LoU Branch 9 (D78) Student Classification at Regional ~~P~~ Distribution Center**

This Letter of Understanding will clarify the classification of Student, Part-Time and Permanent Part-Time, for D78 Regional Distribution Centre ~~Regional PDC branch 9.~~

### **Student**

- a) Students must be registered and attending an educational institution and shall be paid the student rate.
- b) Students working other than school break shall be classified as Part Time Warehouseperson and receive 0-6 months parts warehouseperson rate.
- c) Students may work up to forty (40) hours per week during school break and during Christmas school break.
- d) Overtime may be worked per shift provided that the Full Time, Permanent part• Time and Part Time employees are available and asked first.

### **Part-Time as per 30.15**

- a) Part Time employees may work up to forty (40) hours per week during school break
- b) Overtime may be worked per shift provided that the Full Time and Permanent Part-Time employees are available and asked first.

### **Permanent Part-Time as per 30.16**

- a) All provisions of the collective agreement shall apply.
- b) Regular hours shall be distributed by seniority.
- c) Employees classified as Permanent Part-Time works for twelve (12) consecutive weeks at forty (40) hours per week or more (school break) than a full time Warehouseperson position shall be posted and selection made by the Job Interview Process.

(note: for the purpose of this clause if eight (8) weeks are worked prior to the exclusions and four (4) weeks after the exclusions this shall constitute twelve (12) consecutive weeks)

### **Seniority**

Seniority will be recognized by the employees hire date for all provisions set out in the



Collective Agreement.

**Full Time to Permanent Part-Time Ratio**

The Ratio shall not be more than one (1) Permanent Part-Time/Part-Time Warehouseperson to four (4) Full Time Warehouseperson

**LoU ~~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.

~~LoU Sparwood Service Department Twelve Hour Shift~~ DELETE

~~LoU Sparwood Regional Wage Adjustment~~ DELETE

~~LoU Sparwood Warehouse Twelve Hour Shift~~ DELETE

**LoU Yukon Apprentices** RENEW

**LoU 12 hour shift Minto Mine Whitehorse** RENEW

**LoU 12 hour shift Site C Fort St John** RENEW

**LoU Diesel Engine Technician Apprenticeship** AMEND

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 ~~Richmond D75~~ Surrey Power System D77 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 that 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.

~~LoU—Clarity of Article 8.01~~

DELETE

~~LoU—Updating Hydraulic Specialist Rate~~

DELETE

LoU New Equipment Preparation (NEP) Estimator

AMEND

The Parties agree that effective March 1, 2016 to introduce a separate classification of a NEP Estimator for the duration of the current Collective Agreement. This NEP Estimator will be a separate classification from the Estimator classification for layoff purposes.

This Letter of Understanding is in effect from March 1, 2016 to the end of the current collective agreement, April 14, 2017.

LoU Elkford Service Department Twelve Hour Shift

RENEW

~~LoU—Surrey Power Systems Branch Seniority~~

DELETE

LoU Hose Maker Specialist (Grandfathered)

NEW



**Letter of Understanding**

**Between**

**Finning (Canada), A Division of Finning International Inc.**

**And The**

**International Association of Machinists and Aerospace Workers**  
**Vancouver Lodge 692**

**Also known as the "Parties"**

INSERT DATE

RE: Employees Grandfathered at Hose Maker Specialist Rate of Pay

This Letter of Understanding is to grandfather specific employees at the Hose Maker Specialist rate of pay.

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

The Company and the Union agree that the below employees will be grandfathered at the Hose Maker Specialist rate of pay:

- Brad Heathfield
- Chris Higgins
- Jim Logan
- James Harris

The Company and the Union agree that the below employees will be Grandfathered at the Hose Maker Specialist Rate of Pay when they are working as a Hose Maker Specialist. When not working as a Hose Maker Specialist they will earn the appropriate Parts Warehouse person rate of pay:

- Derek Sampson
- Jason McKay
- Darnell Darbyson