

Union Proposals to Conclude a Collective Agreement

Between

Finning Canada Ltd.

And

International Association of Machinists and Aerospace Workers Lodge 692

Subject to errors and omissions

5.10

(b) Any changes to shift schedules, where an employee's normal days of rest would be changed, shall be posted at least one (1) ~~week~~ **month** in advance of such shift change.

5.12 The Company premises shall be the place the employee normally reports to and completes his/her shift. Travel to and from work assignments shall normally commence from these premises.

However, if the employee and the manager agree, the employee may proceed directly to and from a field job site from his/her home. ~~If the time required to go directly is fifteen (15) minutes or more than would be required to drive to and from work, then the start time will be adjusted by the appropriate time frame or the appropriate overtime will be paid.~~

10.03 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, suitable accommodation, and travel time as stipulated in other Sections of this Agreement.

The Company will also pay ~~ninety~~ **seventy** (~~\$70.00~~) **(\$90.00)** dollars/day per diem, payable in USD when traveling outside of Canada. ~~Fifteen (\$15.00) dollars breakfast, Twenty (\$20.00) dollars lunch, Thirty five (\$35.00) dollars dinner to cover the cost of meals except when meals are provided.~~ Article 6.07 shall not apply.

15.01 Add: National Day of Truth and Reconciliation

16.01 Vacation

5 weeks vacation ~~14~~**12** years of service 10% of gross earnings

6 weeks vacation ~~19~~**17** years of service 12% of gross earnings

Pre-load Vacation January 1st (Calendar Year)

17.04 Tool allowance increase to ~~\$750.00~~ **\$850.00**

ARTICLE 18 - MEDICAL AND DENTAL COVERAGE

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.

The Company agrees to provide a vision care plan that will allow for a benefit of ~~Six Three~~ **Six** Hundred dollars (~~\$300.00~~) **(\$600.00)** per twenty-four (24) months for each family member.

Cost of Eye Exams will be covered up to One Hundred and Thirty Dollars (\$130.00).

ARTICLE 20 - SICK LEAVE

20.01 Sick leave will be allowed on the following basis and subject to the following provisions:

20.02 After working two (2) consecutive months, an employee will have earned ~~four six (4)(6)~~ hours of sick leave credits, and will accumulate ~~four (4) six (6)~~ hours per month thereafter to a maximum of ~~forty-fifty-six (40) (56)~~ hours. At the beginning of each year thereafter, employees will receive credit for ~~forty-fifty-six (40) (56)~~ hours hours' Sick Leave to apply to the current year's service. Sick leave credit will be maintained but not accumulated during lay-off.

For continuous shift, after working two (2) continuous shift months, an Employee will have earned eight (8) hours of sick leave credits, and will accumulate eight (8) hours per month thereafter to maximum of eighty-four hours. On January 1st of each year thereafter, Employees will receive credit for eighty-four (84) hours sick leave to apply to the current years' service. Sick leave credit will be maintained but not accumulated during layoff.

25.12 Safety Boots Increase to \$350.00 currently \$250.00

26.04 (b) Seniority shall be maintained and accumulated on leaves due to maternity, parental, LTD or STD.

ARTICLE 35 - MACHINISTS PENSION PLAN, LODGE 692

35.01 Machinist Pension Plan

The Machinists *Pension Plan Lodge 692* contributions shall be made on behalf of employees at no less than ~~six (6%) seven (7%)~~ of earnings, full cost of such contributions shall be borne by the Company.

35.02 Employees may voluntarily contribute up to a maximum of eight percent (8%) toward the Machinists Plan commencing September 1, 2015 of which the employer will match at a rate of ~~one fourth (1/4) one half (1/2) percent~~ of the first four percent (4%) to a maximum of ~~one percent (1%) (2%)~~

Wage increases for all Schedules

<u>APR. 15/2023</u>	<u>APR. 15/2024</u>	<u>APR. 15/2025</u>
8%	7%	7%

SCHEDULE "A"

WAGES - MECHANICAL DEPARTMENT

Field Rate ~~Two Dollars and fifty five cents (\$2.55) five dollars (\$5.00)~~ per hour field rate to be paid above classification rate to all Service Department employees covered by this Agreement when working off Company Premises. The field rate will ~~not~~ attract overtime rates.

Field Rate will also apply to any mechanic working outside on a Finning property for greater then six (6) hours.

ADD: Tool Room Attendant	Start	\$31.00
	6 months	\$32.00
	12 months	\$33.00

SCHEDULE "C"

WAGES - PARTS DEPARTMENT

<u>CLASSIFICATION</u>	<u>APR. 15/20</u>	<u>APR. 15/21</u>	<u>APR. 15/22</u>
Hose Maker (Specialist)	42.51	42.94	43.80 \$40.93

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

Hose Maker Premium - \$2.50 per hour - For all hours worked making hoses over their appropriate parts warehouseperson rate. This premium will not attract overtime.

Hose Maker (Specialist) this new rate is for the hose facilities (Kamloops & Prince George). Any employee filling in this role shall be paid the Hose Maker rate.

SCHEDULE "F"

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.

<u>Location</u>	<u>April 15, 2017</u>
Whitehorse	\$400.00 \$800.00
Fort Nelson	\$400.00 \$800.00
Tumbler Ridge	\$400.00 \$800.00

SCHEDULE "G" **THE CAT RENTAL STORE**

SCHEDULE G – same rates as Schedule H

For Prince George, Fort St John, Terrace, and any other location north of Quesnel to receive a 10% premium

Field Rate: Where a mechanic has to work off Company premises one (1) hour or more the company will pay ~~one (1) dollar and fifty (50) cents~~ **three dollars (\$3.00)** per hour field rate above the classification rate

for the entire time spent off Company premises. The field rate will ~~not~~ attract overtime rates. The field rate will not be paid while traveling to another branch to perform work at that branch. Field rate will not apply for off site training.

New:

LETTER OF UNDERSTANDING

BETWEEN:

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

-AND-

**INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, VANCOUVER LODGE NO. 692**

also known as “The Parties”

Re: Modified Shifts and Site Specific Language

All Travel to sites (Site Specific LOU's) to match Integrated Mining Team language to twelve hundred (\$1200.00) with receipt. Any amount over twelve (\$1200.00) will be discussed with the employer prior to booking.

(IMT, Whitehorse, Red Chris, Elkford, Mt Milligan, Tumbler Ridge, plus any other site-specific LOU with travel allowances.)

Due to the variable geographical requirements of IMT work, the employees will be provided with appropriate travel to marshal point at the various sites as required. The Employer agrees to assist those employees by the way of a travel allowance up to a maximum of ~~\$1000~~ **\$1200.00** for the two-week cycle. In cases where travel exceeds the maximum of ~~\$1000~~ **\$1200.00** due to travel logistics costs can be claimed from the company with acceptable receipts and appropriate approvals. The parties understand and agree that this payment is a taxable benefit and is subject to statutory deductions. For flight to qualify, the must be booked a minimum of two (2) weeks in advance.

Twelve Hour Shift Differential: (Continuous Shift RRR Language to carry to all similar LOU)

~~One dollar (\$1.00)~~ **Three dollar (\$3.00)** for all hours worked on night shift. This premium will ~~not~~ attract overtime rates.

Delete

LETTER OF UNDERSTANDING #17

BETWEEN:

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

-AND-

INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, VANCOUVER LODGE NO. 692

Also known as "The Parties"

Re: Work Share/Flexible Work Week

LETTER OF UNDERSTANDING #18

BETWEEN:

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

-AND-

INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, VANCOUVER LODGE NO. 692

Also known as "The Parties"

Re: TCRS Business Division Employees

~~6.02 — Does not apply to this Business Division employees.~~

~~6.02 — All overtime throughout the agreement to be paid as follows:~~

~~_____ (a) — Any time worked in excess of eight (8) hours but less than eleven (11) hours per _____
_____ regular work day shall be paid at one point five (1.5) times regular pay for all
hours worked.~~

~~_____ (b) — Any time worked in excess of eleven (11) hours per regular work day shall be _____
_____ paid at two (2) times regular rate of pay for all other hours worked.~~

~~(c) — Any time worked on the employees scheduled day off shall be paid at one point five (1.5)
times regular rate of pay for all other hours worked to forty eight (48) hours after which
they shall be paid at two (2) times.~~

~~_____ (d) — All time worked on Sunday or any Statutory Holiday shall be paid at two (2) _____
_____ times regular rate of pay for all hours worked.~~

NOTE:

If an employee works on a Statutory Holiday as outlined in this LOU, he/she will be paid double rate for the time worked on the Statutory Holiday, and in addition, if he/she qualifies, he/she will be paid eight (8) hours at his/her regular straight time rate for the Statutory Holiday as provided in this LOU.

~~Overtime shall be on a voluntary basis. If there are no volunteers then the company may assign overtime in reverse order of seniority provided the employee can perform the available work. It is understood that employees who have started a specific job may be required to complete the job. Examples are time sensitive as per customer needs.~~

~~6.03~~ Applicable overtime rates shall be paid for all work performed on Mondays in the same week in which the Tuesday to Saturday shift is worked.

7.03 An employee maybe requested to become part of a weekly standby rotation at his/her residents for service and maintenance calls. If the employee is designated to standby, he/she will be paid ~~one hundred and fifty (\$150.00)~~ **three hundred (\$300.00)** dollars for each full seven (7) day standby rotation.

LETTER OF UNDERSTANDING

BETWEEN:

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

-AND-

**INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, VANCOUVER LODGE NO. 692**

Also known as “The Parties”

Re: Kamloops (D66)– 4 on / 4 off - Customer Support Center Shifts

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:

12. CLASSIFICATIONS:

1. Parts Apprentice – a Parts Apprentice working within the CSC in Kamloops, Facility D66.
2. Journey person Partsperson – a *Journey person Partsperson* working within the CSC in Kamloops, Facility D66 *and/or Yukon and BC.*

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 *and Partspersons covered under the Collective Agreement*. A joint committee will be established to review the program criteria. The incentive will be paid out on a quarterly basis.

LETTER OF UNDERSTANDING

BETWEEN:

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

-AND INTERNATIONAL

ASSOCIATION OF MACHINISTS

AND AEROSPACE WORKERS, VANCOUVER LODGE NO. 692

Also known as “The Parties”

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

~~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 Warehouseperson rate of pay:

Derek Sampson

Jason McKay

Darnell Darbyson

New:

LETTER OF UNDERSTANDING
BETWEEN
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
LOCAL LODGE 692 (“Local 692”)

And

FINNING INTERNATIONAL INC (Finning Canada)

Letter of Understanding for Payroll Issues

Due to the number of recent issues with Payroll and the Company’s need to recoup overpayments, the Union proposes that a monetary fine to the Company be established to lessen the impact on the Union Member. These Payroll issues are of no fault of the Union Member.

When Payroll issues occur of any kind and the Company is not able to recognize and communicate the issue within five (5) business days, a penalty of up to one thousand dollars (\$1000.00) will be applied for violation of this agreement and paid toward the amount owing.

- Examples:**
- 1. If the employee is overpaid \$350.00 and the issue is not recognized and communicated in five (5) business days, the company will cover \$350.00.*
 - 2. If the employee is overpaid \$1500.00 and the issue is not recognized and communicated in five (5) business days, the company will only cover \$1000.00*

This LOU is made without precedent and without prejudice and will not be referred to in any other matter outside of the IAM 692 bargaining unit.

The parties will review the LOU in the next round of collective bargaining. All other conditions of employment are as per the current Collective Agreement.

LETTER OF UNDERSTANDING

BETWEEN:

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

-AND

INTERNATIONAL

ASSOCIATION OF MACHINISTS

AND AEROSPACE WORKERS, VANCOUVER LODGE NO. 692

Also known as “The Parties”

Re: Surrey Distribution Centre (D78) *Prince George Distribution Centre (D54) Kamloops Distribution Centre (D67) - 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 D78 – RDC vacation scheduling.

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.

This Letter of Understanding will be reviewed at the conclusion of the current Collective Agreement.

LETTER OF UNDERSTANDING

BETWEEN:

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

-AND-

**INTERNATIONAL ASSOCIATION OF MACHINISTS
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Also known as “The Parties”

Re: Up Lift Premium Specific to: Victoria Gold Mines (Whitehorse E08)
and Red Chris Mine Site (D55)

1. This agreement is on a without prejudice or precedent basis. The purpose of this agreement is to summarize the understanding between the parties regarding the addition of an up-lift premium for employees working the Continuous shift specific to Victoria Gold Mines (Whitehorse E08) **and Red Chris Mine Site (D55)**. The premium is designed to add an uplift to not only attract and retain employees but to compensate for the confined work location. This is a taxable premium.

Up Lift Premium	
Position:	
J/Mechanic:	\$800.00/ completed shift cycle
Apprentice Mechanic:	\$500.00/completed shift cycle
J/Helpers:	\$400.00/completed shift cycle

2. In order to be eligible for the up-lift premium the employee must satisfy the following requirement's:
 - 1) Has completed the full shift cycle;
 - 2) Is actively at work (not currently on an approved leave of absence);
 - 3) Must be actively employed on the continuous shift specific to Victoria Gold Mine **or Red Chris Mine Site** at the time of payout.
3. All other terms and conditions of employment are outlined in the Letter of Understanding Reference: Continuous Shift Agreement specific to: Victoria Gold Mines (Whitehorse E08) **and Red Chris Mine Site (D55)**.
4. This Letter of Understanding will exist until the conclusion of the Collective Agreement.

Letters Of Understanding

Remove

#19	793 Project (Replace with IMT)
#21	Kemess Mine
#23	Mackenzie
Page 54	NEP Estimator
Page 57	Diesel Apprentice

Review all LOU's

DISCUSSION ITEMS

Retain and Attract Trades People

Load/Unload Equipment – Rules and position same for Finning and TCRS

Progressive Discipline (LOE, Verbal, Written, Sus, Term)

Schedule A -Tool Room Attendant (move to book from LOU)

Relocation Cost Policy (needs to be visible)

Remote Work Policy (needs to be visible)

Paystubs (simplify)

HVC Parts-People accommodation (Taxable Benefit Issue?)

Mental Health Benefits, Inkblot clarification of how it works, and how many visits it covers.

23.04 Clarify the intent of this article,