

LETTERS OF UNDERSTANDING

BETWEEN:

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

- AND -

**INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS
VANCOUVER LODGE 692**

APRIL 15, 2023 TO AND INCLUDING APRIL 14, 2026

**INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE
WORKERS**
and
FINNING (CANADA) LTD.

LETTERS OF UNDERSTANDING

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

Also known as “The Parties”

Isolation Pay – Whitehorse, Tumble Ridge, Ft Nelson

The parties agree that “Isolation Pay” will apply to all employees covered by this Collective Agreement residing in the following locations:

- Whitehorse
- Tumbler Ridge
- Fort Nelson

The purpose of “Isolation Pay” is to recognize the remoteness of these locations and will be applied as follows:

1. Isolation Pay will be ten (10%) percent of the hourly rate and will apply to both standard and overtime hours;

This includes any scheduled or unscheduled call-ins, but does not include shift or field premiums.

2. Isolation Pay will not be paid to non-residents or temporary transfers;

This Letter of Understanding will remain in force and effect for the duration of the current Collective Agreement.

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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"

Contractor Dues Exemptions

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

The following is a list of the type of work that will be exempt from Article 34 as well as paying permit fees when on site:

- Crane repairs
- Door installation and repairs
- Building Electrical and Structural repairs
- Roof top Refrigeration Unit repair
- Gardening/Landscaping
- Snow Removal

The parties agree that these types of activities do not constitute bargaining unit work and are not replacing bargaining unit members. At any time, the Union may request a listing of the company names who are providing these services, as they may change from time to time.

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

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**INTERNATIONAL ASSOCIATION OF MACHINISTS
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Also known as "The Parties"

Resident Technicians

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

Due to ongoing conversations regarding the classification of J/Resident Technicians, this Letter of Understanding will confirm the operating guidelines for J/Residents Technicians working in British Columbia and Yukon, specifically pertaining to hours of work.

Residents often work in remote locations building and maintaining their customer base and are required to be flexible in managing their work schedule, both in regard to days, hours and overtime.

In order for Finning to remain profitable Residents are expected to be at least 60% revenue generating. The following provisions will outline the approach when Residents are experiencing pro-longed decreased workload:

- Weekly and monthly reviews will be conducted to determine revenue time versus non-revenue time;
- Residents are expected to actively solicit business during pro-longed slow times (averaging less than 40 hours/week) which includes placing phone calls and visiting customers. Residents shall be compensated for actual time worked and work a minimum of four (4) hours a week for this non-revenue generating time component;
- Residents are encouraged to use their banked time during slow times as per Letter of Understanding #6;
- When a pattern of excessive non-recoverable time is developing, a review will take place to determine the need for a resident in the respective area.

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

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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 Fort St John (D52) – Regional Wage Adjustment

The parties agree that a "Regional Wage Adjustment" apply to all employees covered by this collective agreement at Fort St. John Facility.

The purpose of this "Regional Wage Adjustment" is to enhance our ability to attract and retain employees at this location.

Nothing in this Letter of Understanding shall be construed as altering the existing terms and conditions of the Collective Agreement except as specified below.

The Company and the Union thereby agree to the following:

1. A five (5) % Regional Wage Adjustment of the hourly rate be applied to both standard and overtime hours for employees at the Fort St. John location.

This includes any scheduled or unscheduled call-ins, but does not include shift or field premiums.

2. The Regional Wage Adjustment is not payable for temporary transfers.
3. This Letter of Understanding will remain in force and effect for the duration of the 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: Isolation Pay 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 additional ten (10%) isolation allowance for all employees working for at Red Chris Mine Site (D55).
2. The additional 10% isolation allowance will take effect upon the signing of the Red Chris Mine Site 14x14 continuous shift Letter of Understanding.
3. The isolation pay will be ten (10%) of the hourly rate and will apply to both standard and overtime hours (excluding all paid travel time and off site training hours).
4. Isolation pay will not be paid on temporary transfers.
5. This Letter of Understanding will remain in force and effect for the duration of the current Collective Agreement.

LETTER OF UNDERSTANDING

BETWEEN:

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

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**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:

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 - four (4) days on, followed by four (4) days off
- For continuous twenty-four (24) hour Coverage - four (4) days on and four (4) days off; followed by four (4) nights on and four (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 eleven and a half (11.5) hour shift schedule shall result in an average of forty point twenty-five (40.25) hours per week over an eight (8) week cycle. The point twenty-five (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 three quarter (5 $\frac{3}{4}$) hours pay at their regular rate, provided that if five and three quarter (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 forty-six (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, Facility D66.
2. Journey person Partsperson – a Journey person Partsperson working within the CSC in Kamloops, 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.

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 five (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 point twenty-five (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. This Letter of Understanding will exist until the conclusion of the Collective Agreement.

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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 CSC (D66) compressed work week, 10 hour days: 4 days a week

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. This letter of understanding is to introduce a four (4) days ten (10) hour compressed work week to facility D66 Kamloops Call Center in order to enhance customer service offered to our customers

The shift schedule will Monday - Thursday or Tuesday- Friday (four (4) days, ten (10) hour). The shift time shall commence between 6:00 AM and 8:00 AM. Breaks on the ten (10) hour shift will consist of three (3) ten (10) minute breaks and a lunch break of thirty (30) minutes.

Shift schedules will be reviewed on a quarterly basis and any discrepancies from employees based on their shift schedule will be reviewed with the employer and the Union.

Overtime rates will apply to all hours worked outside of the normal shift schedule expressed in this LOU.

Vacation and sick days will be taken at ten (10) hours.

When a Statutory holiday falls on a scheduled work day ten (10) hours at the straight time hourly rate will be paid. If an employee works the Statutory Holiday, he/she will be paid overtime rates as per the collective agreement in addition to the Statutory Holiday pay. When the Statutory Holiday falls on a scheduled day off such holiday shall be observed on the next scheduled work day.

All other terms and conditions of the Collective Agreement will apply except as outlined herein.

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**INTERNATIONAL ASSOCIATION OF MACHINISTS
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Also known as "The Parties"

Re: Surrey Power Systems (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 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.

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.

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**INTERNATIONAL ASSOCIATION OF MACHINISTS
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Also known as "The Parties"

Re: Surrey Power Systems (D77) - 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 Facility D77 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 be ten (\$10.00) dollars per 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 current Collective Agreement.

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**INTERNATIONAL ASSOCIATION OF MACHINISTS
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Also known as "The Parties"

Re: Surrey Distribution Centre (D78) - Student Classification

This Letter of Understanding will clarify the classification of Student, Part-Time and Permanent Part-Time, for D78 Regional Distribution Center.

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 Schedule "C"

- 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 Schedule "C"

- 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/Part Time Ratio

The ratio shall not be more than one (1) Permanent Part Time/Part Time Warehouseperson to four (4) Full time Warehouseperson.

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

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

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**INTERNATIONAL ASSOCIATION OF MACHINISTS
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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.

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

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

Also known as "The Parties"

Re: Elkford (D83) -Service Department – Twelve Hour Shift

*****Note: Tool Attendant Position is part of the Service Department*****

1. SHIFTS:

The Company has the option of scheduling work as per the Collective Agreement or on twelve (12) hour shifts.

- For full day shift coverage - four (4) days on, followed by four (4) days off
- For continuous twenty-four (24) hour Coverage - four (4) days on, four (4) days off;
followed by four (4) nights on and four (4) nights on, four (4) days off

Employees are required to report at their shift start times to the Marshaling point – Elkford. The Company will endeavor to maintain personnel on a consistent schedule. The Company and bargaining unit employees currently affected will meet to arrive at an agreement on shift schedule. A vote will be held if required.

2. HOURS OF WORK:

- a) A day shall be the twenty-four (24) hour period commencing with the start of the employee's regular scheduled shift. A week shall be the seven (7) day period between 7:00 a.m. Monday and 7:00 a.m. on the succeeding Monday.
- b) The twelve (12) hour shift schedule shall result in an average of forty-two (42) hours per week over an eight (8) week cycle. An employee working on such a schedule shall be paid eleven and one-half (11 ½) hours straight time, and one-half (1/2) hour at the rate of double time (2x) at the base rate for that shift worked.
- c) A shift is defined as the hours of work within a twenty-four (24) hour period.
- d) A schedule is defined as days of work and the associated days of rest. Days of rest follow the days of work.

3. SHIFT TIMES:

The shift times will begin between 6:00 a.m. and 8:00 a.m., and 5:00 p.m. and 7:00 p.m.

4. STATUTORY HOLIDAYS:

- a) Lieu days for Statutory Holidays falling on an employee's day of rest must be taken within two (2) months after the occurrence. A two (2)-shift cycle notice is required. The day must be scheduled with Management to maintain the efficiency of the operation. Where circumstances arise where the employee cannot use their lieu day during a two (2) month window, then the request of the lieu day may be extended beyond the two (2) month window.

The employee may schedule their lieu days in advance with the understanding that vacation request and/or scheduling shall take preference over lieu days.

- b) Given the parties mutual interest in ensuring there are adequate recourses too meet customer demands, the parties agree to seek volunteers to work on Statutory Holidays. A volunteer list shall be maintained for employees who wish to volunteer for this purpose.

The Company shall post a Notice seeking volunteers a minimum of eight (8) weeks prior to each Statutory Holiday. Customer requirements and/or expectations of staffing levels shall be outlined on the notice to the employees. Employees who sign up for such shifts shall be deemed to be scheduled for such shifts and shall be required to work, unless they advise the Company otherwise at least four (4) weeks in advance of the scheduled day.

Minimum staffing levels shall be set based upon the customer requirement. If there are insufficient volunteers to meet this requirement, the matter shall be dealt with as follows:

- i) On the first occurrence, the parties shall discuss the requirement for the Statutory Holiday, and work toward satisfying the customer's expectation.
- ii) If the parties are unable to resolve the problems, on the second occurrence the parties shall again meet to work towards satisfying the customer's expectations. If they are unable to reach a satisfactory resolution, either party may refer the matter to an interest arbitration for a third-party adjudication of the issue.

The only exception to the above will be Christmas Eve, December 24th, Christmas Day, December 25th, and Boxing Day, December 26th. Employees may choose not to work Christmas Eve, Christmas Day or Boxing Day, and if required by the customer, these Statutory Holidays will be staffed by volunteers.

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 (2x) times his basic rate for all hours on the first shift of the change.
- b) Twelve (12) 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.
- c) Where a change of shift results in an employee working a schedule which is not a recognized schedule, the applicable overtime rate shall be paid for the shifts that are different than the recognized schedule.

6. TRAINING:

It is agreed that an employee should not work for twelve (12) days straight without a day off. The schedule will be arranged with Management to allow for some time off upon return from training.

7. VACATION:

- a) Employees may schedule night shifts off for vacation during non peak periods (June 15th – September 15th). If no other employee in their respective crew are off during peak time, then the employee may be granted the shifts request.
- b) The vacation time off will be supplemented by banked time (i.e. one (1) week vacation for the twelve (12) hour shift will be forty (40) hours of regular vacation and eight (8) hours of additional time that is compensated for by banked time).
- c) Employee must schedule a full set (forty-eight (48) hours) to be able to use banked time.

8. TWELVE (12) HOUR SHIFT DIFFERENTIAL:

Three dollars and twenty-five cents (\$3.25) for all hours worked on day shift. Four dollars and seventy-five cents (\$4.75) for all hours worked on night shift. This premium shall not attract overtime rates.

9. All other conditions of employment are as per the current Collective Agreement.

10. A **ten percent (10%)** Regional Wage Adjustment of the hourly rate be applied to both standard and overtime hours for employees at the Elkford location. This includes any scheduled or unscheduled call-ins, but does not include shift or field premiums.

The Regional Wage Adjustment is not payable for temporary transfers.

11. This L.O.U. will be in effect for the term of the existing 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: Elkford (D83) Service Department - Twelve Hour Shift (7x7 Option)

*****Note: Tool Attendant Position is part of the Service Department*****

1. SHIFTS:

The Company has the option of scheduling work as per the Collective Agreement or on twelve (12) hour shifts. This shift will be staffed by an even number of volunteers for maximum service truck utilization. Employees that volunteer for this shift will be required to serve a six (6) month minimum term. Resident and Leadhand shift conflicts will be resolved by default to 4x4 shift.

- For full day shift coverage - 7 days on, followed by 7 days off
- For continuous twenty-four (24) hour - 7 days on, 7 days off, followed by 7 nights on, 7 days off,

Employees are required to report at their start times to the Marshaling point - Elkford. The Company will endeavor to maintain personnel on a consistent schedule.

2. HOURS OF WORK:

- a) A day shall be the twenty-four (24) hour period commencing with the start of the employee's regular scheduled shift. A week shall be the seven (7) day period between 6:00 a.m. Wednesday and 6:00 a.m. on the succeeding Tuesday.
- b) The twelve (12) hour shift schedule shall result in an average of eighty-four (84) hours per week over a two (2) week cycle. An employee working on such a schedule shall be paid eleven and one-half (11 ½) hours straight time, and one-half (½) hour at the rate of double time (2x) at the base rate for that shift worked.
- c) A shift is defined as the hours of work within a twenty-four (24) hour period.
- d) A schedule is defined as days of work and the associated days of rest. Days of rest follow the days of work.

3. SHIFT TIMES:

The shift times will begin between 6:00 a.m. and 8:00 a.m., and 5:00 p.m. and 7:00 p.m.

4. STATUTORY HOLIDAYS:

- a) Lieu days for Statutory Holidays falling on an employee's day of rest must be taken within two (2) months after the occurrence. A two (2) shift cycle notice is required. The day must be scheduled with Management to maintain the efficiency of the operation. Where circumstances arise where the employee cannot use their lieu day during a two (2) month window, then the request of the lieu day may be extended beyond the two (2) month window.

The employee may schedule their lieu days in advance with the understanding that vacation request and/or scheduling shall take preference over lieu days.

- b) Given the parties mutual interest in ensuring there are adequate resources to meet customer demands, the parties agree to seek volunteers to work on Statutory Holidays. A volunteer list shall be maintained for employees who wish to volunteer for this purpose.

The Company shall post a Notice seeking volunteers a minimum of eight (8) weeks prior to each Statutory Holiday. Customer requirements and/or expectations of staffing levels shall be outlined on the notice to the employees. Employees who sign up for such shifts shall be deemed to be scheduled for such shifts and shall be required to work, unless they advise the Company otherwise at least four (4) weeks in advance of the scheduled day.

Minimum staffing levels shall be set based upon the customer requirement. If there are insufficient volunteers to meet this requirement, the matter shall be dealt with as follows:

1. On the first occurrence, the parties shall discuss the requirement for the Statutory Holiday, and work toward satisfying the customer's expectation.
2. If the parties are unable to resolve the problem, on the second occurrence the parties shall again meet to work towards satisfying the customer's expectation. If they are unable to reach a satisfactory resolution, either party may refer the matter to an interest arbitration for a third-party adjudication of the issue.

The only exception to the above will be Christmas Eve December 24th, Christmas Day December 25th and Boxing Day December 26th. These Statutory Holidays will be staffed strictly by volunteers.

5. CHANGE OF SHIFT:

- a) When it is necessary for the Company to change an employee's shift, the employee shall be given seventy-two (72) hours' notice prior to the commencement of this previous regularly scheduled shift. In the event that the seventy-two (72) hours' notice is not given, the employee shall be given two (2x) times his basic rate for all hours worked on the first shift of the change.
- b) Twelve (12) hour employees given a shift change shall have clear twenty-four (24) hours off from the end of their last shift worked to the beginning of the new shift.

- c) Where a change of shift results in an employee working a schedule which is not a recognized schedule, the applicable overtime rate shall be paid for the shifts that are different than the recognized schedule.

6. TRAINING:

It is agreed that an employee should not work for sixteen (16) days straight without a day off. The schedule will be arranged with Management to allow for some time off upon return from training.

7. VACATION:

- a) Employees may schedule night shifts off for vacation during non-peak periods (June 15th September 15th). If no other employee in their respective- crew are off during peak time, then the employee shall be granted the shifts requested.
- b) The vacation time off may be supplemented by banked time (i.e. one (1) week vacation for the 12 hour shift will be seventy (70) hours of regular vacation and fourteen (14) hours of additional time that is compensated for by banked time).
- c) Employee must schedule a full set eighty-four (84) hours to be able to use banked time. If vacation requests are less than a full set eighty-four (84) hours, then the employee will have his vacation\on hours reduced by the number of hours used for vacation.

8. TWELVE HOUR SHIFT DIFFERENTIAL:

Three dollars and twenty-five cents (\$3.25) for all hours worked on dayshift. Four dollars and seventy-five cents (\$4.75) for all hours worked on night shift. This premium will not attract overtime rates.

- 9.** All other conditions of employment are as per the current Collective Agreement.

- 10.** A *ten* percent (10%) Regional Wage Adjustment of the hourly rate will be applied to both standard and overtime hours for employees at the Elkford facility. This includes any scheduled or unscheduled call-ins, but does not include shift or field premiums.

This Regional Wage Adjustment is not payable to temporary transfers.

- 11.** The Union and the Company will meet every six (6) months to discuss any issues that arise due to this agreement. If a resolve cannot be reached, a third party will be retained to mediate.

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: Yukon (E08) - Apprentices

This Letter of Understanding is to reflect an agreement between the parties in regards to pay employees completing the apprenticeship program while working in Yukon and will replace the previous LOU on the subject.

The Yukon Apprentice rate schedule will be as follows:

1 st Year	Period 1	60%
	Period 2	65%
2 nd Year	Period 3	70%
	Period 4	75%
3 rd Year	Period 5	80%
	Period 6	85%
4 th Year	Period 7	90%
	Period 8	95%

This Letter of Understanding will remain in effect until the conclusion of an employee's apprenticeship program in Yukon. Should the employee transfer to another facility outside of Yukon, the applicable apprentice rates as in the Collective Agreement will then apply.

The parties agree that this agreement is on a without prejudice basis and will not amend Schedule “B”.

The Letter of Understanding shall remain in effect for the duration of 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: Up Lift Premium Specific to: Victoria Gold Mines (Whitehorse E08)

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). 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
<i>Parts Journeyman</i>	<i>\$600.00/completed shift cycle</i>

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 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).
4. This Letter of Understanding will exist until the conclusion of the 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: 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:

- Chris Higgins

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

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: Journeyperson Rental Electrician Classification

This Letter of Understanding (LOU) is specific to the employer's Rental Operation in the Vancouver Region. However, it is understood that this may expand to other locations within the province in the future upon which proper notice will be provided. Therefore, the purpose is to summarize the understanding reached between the Employer and the Union in adding a new seniority classification: **Rental Electrician**.

The Rental Electrician classification in the Vancouver region will physically report within the TCRS location. This classification will be responsible for the tasks outlined in the attached job description. Rate of pay: **\$42.23 hourly**.

Postings for the Rental Electrician will be managed in accordance with Article 14 of the Collective Agreement.

Any generator and supporting loadbank work 125KW and above will not exceed two (2) hours unless previously discussed with Power Systems/Service Operations.

Priority for electrical work (12-24V systems) on TCRS fleet will remain with TCRS Journeyperson Mechanics, unless otherwise requested and discussed.

If there are instances found of cross-classification between the new classification and other existing classifications, the Union may serve notice to cancel this agreement. The Union will provide no less than six months' notice of such cancellation and the parties will meet and attempt to resolve before taking effect.

Should any concerns arise related to this Letter of Understanding then the parties shall attempt to meet and resolve them in a timely manner.

This Letter of Understanding shall remain in effect for the duration of the current Collective Agreement. 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: Technology Technician Classification

This Letter of Understanding (LOU) is specific to the employer's Autonomous Haul Systems operations within the bargaining unit. The purpose is to summarize the understanding reached between the Employer and the Union in adding a new classification: **Technology Technician (Field)**.

This classification will report directly into D23 Technology. Employees will be responsible for the tasks outlined in the job profile.

Postings and selection for the Technology Technician classification will be in accordance with Article 14.07 of the collective agreement, including for those under the Integrated Mobile Team (IMT) Letter of Understanding.

If there are instances found of cross-classification work between the employee's prior classification and the new classification, the union may serve notice to cancel this agreement. Either party will provide no less than six months' notice of such cancellation and the parties will meet and attempt to resolve in good faith before taking effect. In such scenario, employees who post into the Technology Technician classification will have the option to apply to their prior classification, with no impact to seniority based on branch availability and business demand.

It is agreed that employees who post into this classification will be protected from layoff within such classification until the expiration of this LOU (expiration of CBA).

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 agree to meet on a quarterly basis. Should any other urgent concerns arise related to this Letter of Understanding then the parties shall attempt to meet and resolve them in a timely manner.

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: Forestry Council HET Apprenticeship

The purpose of this letter is to obtain agreement and understanding on a scholarship program run by the BC First Nations Forestry Council, a program that supports Indigenous peoples into the heavy equipment sector for employment opportunities, including technician apprenticeships. This letter is a partnership between the Employer and the Union facilitating a maximum of five (5) work placements in a calendar year.

This agreement will be on a without prejudice or precedent basis. Nothing in this Letter of Understanding shall be construed as altering the existing terms and conditions of the Collective Agreement except as specified below:

- The placements will be temporary full-time, not exceeding twelve (12) months in duration. Employees will be an IAM 692 employee (first year apprentice) earning applicable wages.
- The Union will be notified in advance of all work placements into branches and facilities. Upon request the parties will meet to discuss the specifics around any placement and to answer any questions on the program and the status of any other apprenticeship opportunities.
- These individuals will not be placed into any location where chargehand mechanic, mechanic, mechanic apprentices, or residents are on layoff. In the event of potential layoffs of these classifications, these apprentices will be the first to be laid off. Article 27 will not apply.
- Should any temporary employee apply and be a successful applicant in a permanent hourly position (prior to end of 12-month term) they will have their seniority date retroactive to the date of hire upon completion of the probation period as a permanent Employee outlined in Article 1.03.
- The following will be paid as the equivalent to a temporary full-time position:
 - Statutory Holidays
 - Vacation Pay

All other terms and conditions will be as per the Collective Agreement and in alignment with the BC First Nations Forestry Council scholarship guidelines. The parties shall attempt to resolve any concerns related to this Letter of Understanding in a timely manner.

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: Specialists Classification Kamloops - Components Shop

The purpose of this letter is to obtain agreement and understanding on the significant hiring requirements within the Kamloops Component shop throughout the next few months.

Due to these requirements and the challenging job market, the Company will look to utilize and recruit employees into the Specialist classification and rate to work in the component shop. Successful candidates would be required to have the appropriate experience and/or relevant ticket (i.e. Truck and Transport) to be considered.

Should the Company be required to lay off employees in the component shop, or main shop including field in the future, it is hereby understood that such Specialists within the component shop will be laid off prior to Journeyperson Mechanics/HETs within the component shop, or main shop including field regardless of seniority standing.

This agreement will be on a without prejudice or precedent basis specific to Kamloops. Nothing in this Letter of Understanding shall be construed as altering the existing terms and conditions of the Collective Agreement, except as outlined. The parties shall attempt to resolve any concerns in a timely manner. This letter will be reviewed at the next round of Collective Bargaining.

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: ThinkBIG Program – Work Placements IAM 692

The purpose of this letter is to obtain agreement and understanding on the ThinkBIG program within the CBA, specifically as it relates to work placements of AB ThinkBIG apprentices into BC locations. The current reciprocity agreement restricts IAM99 ThinkBIG apprentices from performing cross-border work placements. The parties have met and discussed this matter including the Unions concern with how the program was previously managed.

The Union and Company agree on ThinkBIG apprentices completing work placements/terms within BC/YK facilities under the following conditions:

- The Union will be notified in advance of all work placements into branches and facilities. They will be notified of any changes in location within a work term. A minimum of seven calendar days notification will be provided. Upon request of the Union the parties will meet to discuss the specifics around each placement and to answer any questions on the program.
- IAM 99 ThinkBIG apprentices will not be placed into any location where chargehand mechanic, mechanic, mechanic apprentices, residents or journeyperson helpers are on layoff.
- The Apprenticeship team, local branch management and a local shop steward or business representative will meet monthly upon request at each location where a ThinkBIG work placement exists. The goal of this meeting will be to discuss the learning and development of the apprentice and to ensure they are performing meaningful work with respect to their apprenticeship.
- Students will be surveyed on how their experience was at each facility. Regular conversations will also be had with all students before and during their time at each facility to ensure they are on the tools.
- Should the Union find concerns with respect to the application of this agreement, they may serve notice to cancel this agreement. The Union will provide no less than 30 calendar days' notice of such cancellation. A discussion will be held between the parties regarding any students currently within a work placement at the time of cancellation regarding their ability to complete their current term. The parties will meet and attempt to resolve any such concerns for the cancellation before taking effect.

This agreement will be on a without prejudice or precedent basis. All other terms and conditions of the Collective Agreement and the Letter of Understanding #13 will continue to apply except as outlined herein.

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: Technician Mentor

This Letter of Understanding (LOU) is specific to the employer's need to increase focus towards developing and mentoring HET apprentices and developing Journeyman Technicians. The purpose is to summarize the understanding reached between the Employer and the Union in adding a new Premium: **Technician Mentor**.

The Technician Mentor will work directly with the chargehand and supervisor in understanding and building out the learning plans for the developing technician team. This role will be a hands-on educator, teaching and demonstrating the right practice, process, and mindset to complete the task safely, productively and with high quality. The Technician Mentor is not to replace or displace the work or importance of the chargehand or leadhand but to enhance the talent development aspect by being able to focus solely on it. It is also the role of every journeyman to mentor apprentices and this role is not intended to reduce or displace this expectation.

The Technician Mentor will not be a separate seniority classification and those placed into these roles will continue to hold seniority within the Journeyman classification. The Company will have sole discretion to place into and remove employees from these roles based on attributes such as past performance and attitude, skill and experience, ability to connect with and teach a variety of diverse employees, and the ability to lead and coach others, etc.

Employees will be responsible for the tasks outlined in the attached job profile. Rate of pay: **7% above Journeyman Rate**.

Employees receiving the Technician Mentor Premium will not be allowed to carry out work (example: using hand tools) which would be normally done by journeyman, apprentice mechanics or helpers, except when instructing or training employees, or unless otherwise agreed to by the parties.

It is further understood that these positions will not be automatically replaced with attrition and will be continuously reviewed based on demand (i.e. the number of apprentices or the state of the economy).

All other terms and conditions of employment will be in accordance with the Collective Agreement. Should any concerns arise related to this Letter of Understanding and this position then the parties shall attempt to meet and resolve them in a timely and efficient manner.

This LOU is made without precedent and without prejudice to any other matter and to any future position the Parties may take regarding the Technician Mentor position. It shall remain in effect for the duration of the current Collective Agreement and will be reviewed by the parties at the next round of bargaining, including concurrence around the creation of a new seniority classification for this role if required.

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: Flexible Work Arrangements and Retirement

This Letter of Understanding is to reflect an agreement between the parties for flexible (part-time) work arrangements for employees that are approaching and transitioning into retirement, providing the opportunity to phase-in retirement and the continuity of work.

For an employee to be considered for a flexible work arrangement, they must provide a formal retirement notice to the Company with an effective date no later than twelve (12) months in advance of commencing a flexible work arrangement. The Company reserves the right to determine employee eligibility for a Flexible Work Arrangement based on factors such as, but not limited to, business need and continuity.

The Employee, Management (including pay/benefits teams as required) and the Union will agree to the employee's shift schedule, details and duration in advance of its implementation. The Company may subsequently extend, reduce, or end the work arrangement with the employee fully transitioning into a formal retirement.

In accordance with Article 6.02 for part-time employees, employees will be paid overtime after eight (8) hours in a day, forty (40) hours in a week, Sundays and Statutory holidays.

Employees shall receive statutory holiday pay pro-rated to the shift hours worked. Prorated vacation shall be accrued each pay period.

Employees who work more than twenty (20) hours per week on a continuous basis are eligible for full coverage on Medical and Dental plans and pro-rated coverage on income continuance (STD). Sick leave will be accumulated on a pro-rated basis based on hours worked.

If layoffs or work reductions are required due to market or economic conditions, the employees working the flexible work arrangement will be the first employees affected by ending the work arrangement and retiring from the Company, prior to any work reductions or modifications of full-time employees. No severance or recall rights will apply as the employee will be a retired employee.

This Letter of Understanding is made on a without precedent and without prejudice basis. All other terms and conditions of the Collective Agreement will apply, except for what is contained in this Understanding will apply as outlined. The parties shall meet and attempt to resolve any concerns related to this Letter of Understanding, or its intent, in a timely manner.

NOTE: This signature page will be applicable to ALL Letters of Understanding attached.

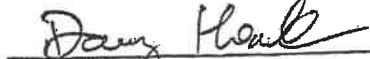
DATED AT VANCOUVER, BC THIS 26 DAY OF July, 2023.

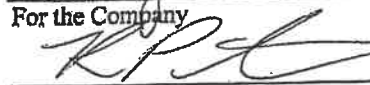
**INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS,
VANCOUVER LODGE #692**


Business Representative


Business Representative

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


For the Company


For the Company