

- 1.02 The Employer agrees to deal only with the Union Executive Officers and the Business Representative(s) of the Union in matters relating to changes of any terms or conditions of this Agreement.
- 2.03 An Employee shall not be discharged while absent on approved leave or while covered by Worker's Compensation or Long Term Disability benefits for a period of up to ~~twenty-four (24)~~ sixty (60) months, except where the prognosis of the Employee suggests his/her return to the workplace is imminent and therefore he/she shall not be terminated from employment, except that layoff due to lack of work is excluded from this provision. Where the prognosis of the Employee suggests his/her return to the workplace will not be possible, the company will notify the Union prior to termination.

It is the parties intention and position that the sixty (60) months is to be applicable on a go forward basis for those Employees currently on Long Term Disability and those that transition from Short Term Disability to Long Term Disability after January 1 2014.

- 2.04 An Employee who has become incapacitated by injury or illness which causes him/her to be unable to perform his/her present job will be given preference for a position for which he/she can do or can reasonably be trained to do. Upon return, if the Employee does not work in the position he/she held prior to the injury or illness, their wage will be red circled at the time they are permanently accommodated.
- 3.03 The money deducted each month shall be forwarded to the Union Office not later than two (2) weeks following the date of deduction, together with a statement of Employee's names, ~~Branch number~~ Facility number (not Branch as per Article 4.04), and the amount and purpose of each deduction. Membership address information will be provided to the Union Secretary Treasurer or designate on a quarterly basis.
- 4.03 Any Employee reverting to bargaining unit status after ninety (90) days has elapsed since the date of transfer shall be classified no higher than the "A" Journey person or applicable Class "A" wage rate of any category.

Such Employee may be subject to a dues assessment in accord with the Union's Bylaws. Where such situation exists; the Union Employer shall consult with the Employee and subsequently provide the Employer Union with a statement of the total amount to be deducted and a schedule of deductions. The Employer agrees to make such deductions and forward the funds to the Union.

- 4.06(a) Seniority shall be considered as time worked in the bargaining unit.

Seniority shall be maintained and accumulated during an occupational accident, illness or while on sick leave benefits, maternity/paternity and adoption leave and layoffs.

Seniority will be maintained but not accumulated during an authorized leave of absence except for clause 19.11 where seniority does still accumulate.

If an Employee transfers to a position outside of the bargaining unit, seniority shall be maintained but not accumulated for two (2) years. After the two (2) years all Union seniority will be lost.

- 4.06(b) (a) Seniority shall be broken by:

- (i) ~~v~~ Voluntarily quitting the job.
- (ii) ~~e~~ Over-extending an authorized leave-of-absence.
- (iii) ~~d~~ Discharged for just cause.
- (i)(iv) ~~i~~ If an employee fails to return to work within two (2) weeks' of receiving notice of a permanent recall requiring him/her to do so following layoff.

- 5.02 Applications for vacancies shall be directed to the Human Resources Department and the applicant must notify their immediate Supervisor. The Employer may reject an application for a posting ~~to another Branch~~ from an Employee who has less than one (1) year seniority or from an Employee who ~~was transferred~~ has been in their current position, less than one (1) year prior to the posting. Once the application has been received, a confirmation will be provided to the applicant. An ~~employee~~ Employee may also check with their immediate supervisor and/or Branch HR contact if they have any questions on the status of their application.
- 5.04 When no suitable applicant is found within the Branch where the vacancy occurs, preference will be given to internal applicants from another Branch prior to consideration of external candidates. ~~the position may be awarded to an applicant from another Branch or to an outside applicant.~~
- 5.06(a) The parties agree that in the event of a layoff or termination for cause of a member of the bargaining unit, the Employer will notify the ~~Union Office~~ Business Representatives in writing ~~within~~ three (3) working days prior to ~~of~~ the event. The names and classifications of the affected employees shall will be provided to the Union, ~~and~~ The Union will maintain confidentiality. ~~if disclosed prior to the layoff date.~~

5.06(b) Add: "In the event of a layoff situation in which two (2) or more Employees share a common seniority date, the tie will be broken by using the first letter of the last name of the affected Employees. The Employee with the first letter of the last name closer to or equal to the letter "Z" will be considered lowest seniority"

5.07 Employees in the Edmonton, ~~and~~ Calgary, ~~and~~ Oil Sands / Wood Buffalo Power Systems Divisions will be separated from the main shops for the purpose of lay-off.

Furthermore Power Systems Division Employees currently in the Oil Sands will have their seniority attached to the main Oil Sands / Wood Buffalo Region seniority list until the end of the term of this Collective Agreement.

5.07(a) Employees hired after the signing of this Collective Agreement in Lloydminster and Rocky Mountain House will be treated separately for the purposes of layoff. In the event of the elimination of a complete classification in these locations or a complete facility closure, Employees in these locations will be integrated into the Edmonton or Red Deer seniority lists respectively.

5.15 Any active Employee who accepts a temporary transfer to another Branch will receive transportation, travel time at applicable rates, ~~meals~~ and accommodation for the duration of the assignment. The company will also pay \$60.00 per diem (\$15.00 breakfast, \$15.00 lunch, \$30.00 dinner) to cover the costs of meals, except when an employee is provided with camp accommodations. The living expenses, hours of work and rates of pay will be discussed and agreed to prior to the start of the assignment. When the temporary transfer assignment is completed the Employee will return to the position from which he/she left.

Employees that are temporarily transferred to a Branch that has a continuous shift schedule will be placed on the shift schedule of that Branch and will receive the appropriate Branch wages. If Employees are required to work upon return to their home Branch it will be at overtime rates, as required.

The Union will be notified in writing of all Temporary Transfers. Temporary transfers will not extend past 90 days without Union approval.

6.03 The normal workday consists of eight (8) hours, and the normal workweek consists of forty (40) hours, Monday through Friday. Hours worked in excess of eight (8) hours per day or forty (40) hours per week will be paid at the overtime rate of one and a half (1.5) times the regular hourly rate, unless the Employee is working on an approved shift in excess of those hours. Overtime hours worked on Sunday and General Holidays will be paid at two (2) times the regular hourly rate, ~~unless the Employee is working on an approved shift on those days.~~ (For Employees working on a continuous shift see the appropriate Letters of Understanding).

6.05 The hours of work shall be consecutive with the exception of a ~~ten (10)~~ fifteen (15) minute rest break during the first four (4) hours of the shift, an unpaid lunch break not to exceed one (1) hour, and a ~~ten (10)~~ fifteen (15) minute rest break during the last four (4) hours of the shift. Lunch breaks are paid when on twelve (12) hour continuous shifts.

6.06 When overtime work of more than one (1) hour but less than two (2) hours is to be performed, immediately before or after a regular shift, the Employee shall be given a ~~ten (10)~~ fifteen (15) minute rest break adjacent to the shift.

6.07 When overtime work of two (2) hours or more is to be performed, immediately before or after a regular shift, the Employee shall be given a ~~ten (10)~~ fifteen (15) minute rest break adjacent to the shift.

6.08 When overtime work of four (4) hours is to be performed, immediately before or after a regular shift, the Employee shall be given a thirty (30) minute unpaid rest break adjacent to the shift. Where practical the Employee will be provided a meal and beverage without charge and if not practical or possible the Employee will be eligible to claim ~~\$15.00-~~ \$20.00. The Employee will also be given a fifteen (15) minute paid rest break and a beverage after each consecutive two (2) hours of overtime work.

6.09 Overtime shall be distributed as equitably as possible first among all Employees within the department and then amongst Employees capable of performing the work within the Branch or division. ~~If a concern arises in the branch, overtime hours will be reviewed with the Shop Steward.~~ Any opportunity which is not worked will be counted as time worked when assessing the distribution. The distribution will be assessed on a quarterly basis. This will be discussed with the Shop Steward, who shall be provided a copy of the overtime records upon request.

6.14 A limited banking of overtime hours will be permitted. The terms and conditions of this will be covered in a letter of understanding between the Employer and the Union.

8.01 (a) Statutory Holiday Schedule

Statutory Holiday Schedule	2013	2014	2015
New Years Day	Tuesday – Jan 1	Wednesday – Jan 1	Thursday – Jan 1
Family Day (AB only)	Monday – Feb 18	Monday – Feb 17	Monday - Feb 16
Good Friday	Friday – Mar 29	Friday – Apr 18	Friday – Apr 3
Victoria Day	Monday – May 20	Monday – May 19	Monday – May 18
Aboriginal Day (NWT only)	Friday – Jun 21	Monday – Jun 23	Monday – June 22
Canada Day	Monday – Jul 1	Tuesday – Jul 1	Wednesday – Jul 1
Citizens Day	Monday – Aug 5	Monday – Aug 4	Monday – Aug 3
Labour Day	Monday – Sep 2	Monday – Sep 1	Monday – Sep 7
Thanksgiving	Monday – Oct 14	Monday – Oct 13	Monday – Oct 12
Remembrance Day	Monday – Nov 11	Tuesday – Nov 11	Wednesday – Nov 11
Christmas Eve	Tuesday – Dec 24	Wednesday – Dec 24	Thursday – Dec 24
Christmas Day	Wednesday – Dec 25	Thursday – Dec 25	Friday – Dec 25
Boxing Day	Thursday – Dec 26	Friday – Dec 26	Monday – Dec 28

- 9.05 Employees who have been employed continuously for specified periods are eligible for paid vacation as follows specified in the table below. However, new Employees may request accumulated vacation after six (6) months. Any time taken will be considered part of the following year's vacation:

Employment Period	Vacation Entitlement	
1 year or more	2 weeks	4.0% of gross earnings
2 years or more	3 weeks	6.0% of gross earnings
7 years or more	4 weeks	8.0% of gross earnings
14(13) years or more	5 weeks	10.0% of gross earnings
19(18) years or more	6 weeks	12.0% of gross earnings

The following schedule is effective May 1, 2004:

26 (25) years	6 weeks + 1 day	12.4% of gross earnings
27 (26) years	6 weeks + 2 days	12.8% of gross earnings
28 (27) years	6 weeks + 3 days	13.2% of gross earnings
29 (28) years or more	6 weeks + 4 days	13.6% of gross earnings
30 years or more	7 weeks	14.0% of gross earnings

- 10.01 Apprentices attending school shall be paid at their normal rate of pay (8 hours per day straight time) while attending apprenticeship technical training. In addition to their normal rate of pay, Apprentices that are required to go to school away from their normal place of residency will receive a living subsidy from the company for up to \$250.00/ week to assist in covering living and travel and weekend expenses while the apprentice attends school. The Apprentice is required to provide receipts and submit an expense report to the Apprenticeship group, and the Apprentice's manager must approve the expense report.
- 10.02 Pay rates applying to the four year Apprenticeship Program will be: 60% first year; 70% second year; 80 % third year; 90% fourth year; of the Journey person "A" rate. For a three year program the applicable rates will be: 65% first year; 75% second year; 85% third year of the Journey person "A" rate.

Apprenticeship rates based upon the Journey person rate for the applicable trade will apply as follows:

Year of Apprenticeship	Four Year Program	Three Year Program
1 st Year	60%	65%
2 nd Year	70%	75%
3 rd Year	80%	85%
4 th Year	90%	N/A

If the Employer does not allow the Apprentice to attend school, the normal increased rates of pay will be paid to that Apprentice retroactively to the anniversary date, upon successful completion of the test for the applicable year. If an apprentice is assigned to work in the Field, the % of pay rate will reflect that of a Journey person Field Rate, after 2 weeks, as per 13.07.

Apprentices cannot be assigned on a temporary basis to the field for any period longer than 90 days. After 90 days they must have received a posting or return to the shop they came from.

- 10.03 An Apprentice having served his/her met the required number of hours, time and having and passed government examinations will be classified as within the Journey person or applicable class "A" rate "A" for his/her respective trade.

- 10.03(a) ~~4~~ The ~~company~~ Employer will cover the costs of tuition, books and normal rate of pay for the first attempt at each appropriate apprenticeship schooling level or red seal endorsement, and if required, one additional attempt to pass the necessary exams (considered the second attempt). ~~both re-writes~~. If the apprentice fails at any level of the apprenticeship program or red seal endorsement, 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.

If an employee chooses to challenge any level of the apprenticeship or red seal certification, the apprentice or Journey person will be responsible for all costs and lost time. If the apprentice or Journey person is successful on his/her first attempt at challenging the exam the ~~company~~ Employer will reimburse the ~~apprentice~~ Employee for costs and normal rate of pay. If an apprentice is unsuccessful on challenging an exam, they will not be permitted to challenge any other apprenticeship level.

- 10.05 Any member from the bargaining unit transitioning into an apprenticeship position from a skilled / semi-skilled position will have their wage (if higher than the applicable apprenticeship rate) red circled from the date of transition forward.

- 10.06 The Employer and the Union agree that the goal of both parties is that Mechanics have, or will achieve their Heavy Equipment Technician (HET) certification. Similarly the Employer and the Union agree that the goal of both parties is that Mechanics have, or will achieve their Red Seal Endorsements in both the Truck and Transport Mechanic (On-Road) certification and Heavy Duty Equipment Mechanic (Off-Road) certification.

The Employer can hire Mechanics with either the Truck and Transport Mechanic (On-Road) certification or the Heavy Duty Equipment Mechanic (Off-Road) certification; in these cases the Employee will be paid at the appropriate rate indicated in Schedule "A". The Employer will financially support the Employee as per 10.04 in achieving the goal of the Heavy Equipment Technician (HET) certification and Red Seal Endorsements.

It is also understood that it is the preference of the Employer that all trades Employees obtain their appropriate Red Seal Endorsements and be obtainable as per the conditions laid out in 10.04.

- 11.04 (D) Field servicepersons will be provided without charge three pairs of arctic coveralls (or pants and jacket) and cold weather protective gloves. These items shall be supplied to the employee by September 30th of the year. Replacement coveralls (or pants and jacket) and gloves will be supplied upon surrender of an unserviceable pair of coveralls (or pants and jacket) and gloves.

(G) Arc Flash personal protective equipment of proper rating (cal/cm² or joules/cm²) and size will be available to any Employee required to work with high voltage / amperage electricity and will be maintained and inspected by the Employer as required.

- 11.06 All Employees whose regular work involves repairing or warehousing activities are required to wear CSA approved safety footwear; whether in the shop, warehouse or performing these activities in other locations.

Employees, with the exception of those noted below are eligible for an ~~(May 1, 2010 - \$160; May 1, 2011 - \$200)~~ May 1, 2013 - \$250 allowance towards the cost of new safety footwear. New Employees will become eligible after six (6) months of service. The allowance is restricted to a once in any twelve (12) month period and will be payable on the first (1st) pay period in May of each year.

All Field Servicepersons assigned to Field Trucks on a regular basis and Yardpersons are eligible for an (May 1, 2013 - \$350.00) allowance towards the expense of new safety footwear, to compensate for the purchase of a CSA approved winter work boot.

All Employees must either be active or on STD/WCB at the time of payout. However, if an Employee is on LTD or layoff status, they will be paid one payment of this allowance upon return to work.

- 11.09 A tool allowance will be paid to Employees who are required to supply personal hand tools for their position, in the groups listed below, in the event that the Employer provides all tooling, the allowance will not be paid:

Field Serviceperson, Mechanic, Electrician, Refrigeration and Air Conditioning Mechanic (HVAC), Millwright, Apprentices	\$600.00 <u>\$650.00</u>
Mechanics/Apprentices	\$600.00
Benchhands (CRC GF Prod. Mech)	\$285.00
Welders, Machinist, Non Destructive Testing (NDT) Technicians, Apprentices	\$400.00 <u>\$450.00</u>
Licensed / Unlicensed Maintenance Persons/Trackpress Operator/Machinist/Apprentices	\$175.00 <u>\$200.00</u>
CRC GF Production Specialist	\$400.00
Component Rebuild Prod. Helpers	\$125.00
Trackpress Operators	\$175.00
Unlicensed maintenance persons	\$175.00
Electrician/Apprentices	\$600.00

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).

All employees must either be active or on STD/WCB at the time of payout. However, if an employee is on LTD or layoff status, they will be paid one payment of this allowance upon return to work.

This will be provided to Employees through the payroll effective May 1st of each year. This will be a taxable benefit where the Employee has the ability to purchase any brand of tools. To qualify, the Employee must have completed ~~the~~ three (3) months of employment. ~~probationary period.~~

The Employee will take their personal air and/or battery operated tools home and the Employer will supply an Employer owned tool. However, it will be at management's discretion whether an air or battery operated tool will be provided. If required for business purposes, the Employee may bring their own personal air and/or battery operated tool to work. Prior to the Employee bringing in their own air and/or battery operated tool, they must have management approval. Employees responsible for tools provided by the ~~Company~~ Employer must ensure that the tools are returned to the ~~Company~~ Employer in event of layoff or termination.

- 11.10 Employees called for jury duty, ~~or as~~ a Crown or subpoenaed witness will receive their regular rate of pay for the time spent in this service when it occurs on regular scheduled workdays.
- 11.12 Employees will submit expense reports for any expenses other than those outlined below, within one (1) week of incurring expenses when possible and payment of expenses will then be made within two (2) weeks of submission of the report.

A) \$60.00 per diem (\$15.00 breakfast, \$15.00 lunch, \$30.00 dinner) for employees who are away from their home branch for training (when meals are not provided) or overnight on a field assignment.

B) \$70.00 per diem (\$15.00 breakfast, \$20.00 lunch, \$35.00 dinner) for NWT Field Serviceperson away from their home branch overnight on a field assignment.

- 11.13a **Tool Insurance:** The ~~Company~~ Employer will reimburse Employees for lost or stolen tools with a minimum value of two hundred dollars (\$200.00) and no maximum on any loss. The Employee shall be responsible for maintaining a written up-to-date tool list, which will be kept on file at the Branch. The exact amount of loss will be based on the evaluation of a claim by insurance adjusters based on the Employee tool list that must be on file. Theft must show forced entry on a locked vehicle, toolbox or storage area, or non-negligence on the Employee's behalf.
- 11.14 Any travel time for required training and/or orientation will be paid at straight time rates, ~~and training will not attract any premiums.~~ however travel time for training and/or orientation will not attract the field premium. Any appropriate expenses incurred to travel to /from and attend training courses and/or orientation will be reimbursed by the Employer.

- 13.01 The rates in the Collective Agreement will reflect the increase listed below.

4.25 <u>3.00% General Increase</u>	<u>Effective May 1, 2013</u>
6.0 <u>3.50% General Increase</u>	<u>Effective May 1, 2014</u>
6.0 <u>3.75% General Increase</u>	<u>Effective May 1, 2015</u>

- 13.05 Payday shall be every second week on Friday. All accumulated earnings and work hours reported in a two (2) week period shall be remitted on the payday of the week following the pay period. Any errors or omissions shall be paid within 7 working days of the ~~Company~~ Employer being notified of the error. The ~~e~~Employee must submit details of the error in writing to their Supervisor or designate. The Employer will provide pay notifications in compliance with Employment Standards.
- 13.07 All Parts and Service Employees filling in a premium position get the premium rate of pay for the number of hours spent in that position. ~~A minimum time of two (2) weeks is required and this~~ This would not apply to Apprentices on rotation.

Parts persons scheduled to cover for ~~in-store~~ counter sales will receive the premium wage rate for the time spent in the position.

- 13.08 The Union and the ~~Company~~ Employer will meet and discuss each individual situation where an employee is removed from a third party site as it occurs.

- 15.01 Entitlement to benefits in this clause commence as follows: ~~after three (3) months of employment eligibility for Alberta Health Care premium share, Extended Health insurance plan coverage, and Long Term Disability insurance; after completing six (6) months of employment an Employee is eligible for Dental Plan coverage, Accidental Death & Dismemberment Insurance, Life Insurance and Optional Insurance.~~

<u>Benefit</u>	<u>After three (3) months of employment</u>	<u>After six (6) months of employment</u>
<u>Provincial/Territorial Health Care Premium Coverage</u>	<u>Yes</u>	<u>Continues</u>
<u>Extended Health Coverage Plan</u>	<u>Yes</u>	<u>Continues</u>
<u>Long Term Disability</u>	<u>Yes</u>	<u>Continues</u>
<u>Dental Plan Coverage</u>	<u>No</u>	<u>Yes</u>
<u>Accidental Death & Dismemberment</u>	<u>No</u>	<u>Yes</u>
<u>Life Insurance</u>	<u>No</u>	<u>Yes</u>
<u>Optional Insurance</u>	<u>No</u>	<u>Yes</u>

During the term of this Agreement, it is agreed that the benefit plan coverage provided within the Collective Agreement will be maintained. Details of the benefits are covered in various contracts of which will be provided to the Union.

A benefit review committee will be set up to discuss coverage levels, premiums and concerns about benefits coverage on an on-going basis and will be comprised of three (3) representatives from the Union and three (3) representatives from the Employer. The committee will meet two (2) times per year.

- 15.02 Group Insurance - ~~The Employer agrees to share premiums for Alberta Health Care insurance coverage. The Employer will pay seventy five (75%) percent and the Employee will pay twenty five (25%) of the cost for all current premiums. Premium arrears for coverage prior to employment with the Employer is the Employee's responsibility.~~

<u>Coverage</u>	<u>Employer Pays</u>	<u>Employee Pays</u>
<u>Provincial / Territorial Health Care Insurance Coverage</u>	<u>100% of current premiums</u>	
<u>Extended Health Insurance Plan</u>	<u>75% of current premiums</u>	<u>25% of current premiums</u>
<u>Dental Plan</u>	<u>75% of current premiums</u>	<u>25% of current premiums</u>
<u>Life Insurance Plan</u>	<u>Employer maintains and pays the premium costs thereof.</u>	<u>Employee pays premium assessed for Dependent Life Insurance.</u>
<u>Accidental Death & Dismemberment Plan</u>	<u>Employer maintains and pays total premium cost thereof.</u>	

NOTE: Any Premium arrears for Provincial / Territorial Health Care Insurance coverage prior to employment with the Employer will be the Employee's responsibility.

~~The Employer agrees to maintain an Extended Health Insurance plan, with the Employer paying seventy five (75%) percent and the Employee paying twenty five (25%) percent of the premium cost.~~

~~Dental Plan - The Employer agrees to maintain a Dental benefits program providing coverage with limits and conditions set forth in the plan for group dental insurance.~~

~~Unless modified by mutual agreement between the Employer and the Union, the plan shall cover dental expenses in accordance with the current Sun Life Alberta Dental Reimbursement Guide.~~

~~The Employer shall pay seventy five (75%) percent and the Employee shall pay twenty five (25%) percent of the premium cost.~~

~~The Employer agrees to maintain a Life Insurance plan and shall pay the premium costs thereof, except that the portion of the premium assessed for Dependent Life Insurance is payable in total by the Employee.~~

~~The Employer agrees to maintain an Accidental Death and Dismemberment plan and shall pay the total premium cost thereof.~~

~~The Employer has established an Employee Assistance Program to assist Employees in dealing with personal and family issues. Information on the program may be obtained at each Branch.~~

15.03:

- Sick leave is not to be used for any purpose other than legitimate illness. However, sick leave can also be used for Employees' Doctor and Dentist appointments, to be used in 1 hour increments. A Doctor's slip may be required at the Employees' expense. Employees shall make every effort to schedule appointments at the beginning or end of their shifts.
- If it is necessary for the Employee to provide additional written information to satisfy the claims adjudicator with respect to the Employee's claim and there is a charge for obtaining that information the Employer agrees it will pay for all costs. ~~the cost to a maximum of \$75.00.~~

The following scale of benefits is applied each time a claim is made. The scale covers a maximum of eighty (80) working days in a one hundred and five (105) calendar day period, and claims exceeding one hundred and five (105) calendar days in duration will be submitted to the LTD benefit plan.

<u>LENGTH OF SERVICE</u>	<u>NUMBER OF FIRST WORK DAYS NOT PAID</u>	<u>NUMBER OF WORK DAYS AT FULL PAY</u>	<u>NUMBER OF WORK DAYS PAID AT PERCENTAGE OF PAY</u>	<u>PERCENTAGE OF PAY</u>
<u>0-3 Months</u>	<u>EI benefits only during benefits probationary period</u>			
<u>3-12 Months</u>	<u>3</u>	<u>2</u>	<u>75</u>	<u>75%</u>
<u>1-2 Years</u>	<u>2</u>	<u>13</u>	<u>65</u>	<u>75%</u>
<u>2-3 Years</u>	<u>1</u>	<u>34</u>	<u>45</u>	<u>85%</u>
<u>3-5 Years</u>	<u>0</u>	<u>50</u>	<u>30</u>	<u>90%</u>
<u>5 Years</u>	<u>0</u>	<u>80</u>	<u>N/A</u>	<u>100%</u>

For continuous shift, the following scale of benefits is applied each time a claim is made. The scale covers a maximum of fifty-three (53) working days in a one hundred and five (105) calendar day period, and claims and exceeding one hundred and five (105) calendar days in duration will be submitted to the LTD benefit plan.

<u>LENGTH OF SERVICE</u>	<u>NUMBER OF FIRST WORK DAYS NOT PAID</u>	<u>NUMBER OF WORK DAYS AT FULL PAY</u>	<u>NUMBER OF WORK DAYS PAID AT PERCENTAGE OF PAY</u>	<u>PERCENTAGE OF PAY</u>
<u>0-3 Months</u>	<u>EI Benefits only during benefits probationary period</u>			
<u>3-12 Months</u>	<u>3</u>	<u>2</u>	<u>48</u>	<u>75%</u>
<u>1-2 Years</u>	<u>2</u>	<u>12</u>	<u>39</u>	<u>75%</u>
<u>2-3 Years</u>	<u>1</u>	<u>20</u>	<u>32</u>	<u>85%</u>
<u>3-5 Years</u>	<u>0</u>	<u>38</u>	<u>15</u>	<u>90%</u>
<u>5 Years</u>	<u>0</u>	<u>53</u>	<u>N/A</u>	<u>100%</u>

- 15.04 Without loss of pay will be provided upon the death of a member of an Employee's immediate family. The maximum amount of bereavement leave with pay allowed will be five (5) days. The Employee's immediate family shall be defined as an Employee's spouse, parents, grandparents, spouse's grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, plus sons, daughters, brothers, sisters, or their spouses, and any relative residing permanently with an Employee.
- 16.04 Employees covered by this Agreement who obtain a First Aid Certificate (acceptable to the Employer) will be paid a premium of twenty-five cents (~~\$0.25~~\$0.35) per hour for all hours worked upon attainment, maintenance and subsequent renewals. Where the Employer requires an Employee to obtain a First Aid Certificate, clause 16.03 applies.
- 17.02 The Employer will make contributions equal to ~~5.75%~~6.00% of an Employee's eligible income. Employees may voluntarily contribute up to a maximum of five point two five percent (5.25%) to their defined contribution pension plan of which the Employer will match at a rate of one-fourth (1/4) of the first four percent (4%) to a maximum of one percent (1%). Employees may make a further contribution up to an additional one and one-quarter percent (1.25%) to their defined contribution pension plan without further contribution by the employer.
- 17.03 Eligibility for Pension Plan membership will commence upon date of hire. The vesting period will be twenty-four (24) months until such time that the Alberta Pension legislation is amended and mandates immediate vesting. ~~All existing Employees will be vested upon signing of the new Collective Agreement.~~ An annual statement by March 31st of the following year shall be given to each Employee participating in the pension plan stating the value of the pension credits earned. Booklets describing benefits provided under the plans shall be made available from the Branch Human Resources contact. The official Pension plan document provides a full description of the governing terms and conditions.

- 19.11 a) If a member of the bargaining unit is elected to a full time position representing Local Lodge 99, the Employer will grant an unpaid leave of absence. The seniority for the member will continue to be accumulated during the length of the leave. Upon return the member will be eligible for their previous position or equal position.
- b)A) If a member(s) of the bargaining unit is elected to a full-time position representing labour affiliates, the Employer will grant an unpaid leave of absence. The seniority for the member(s) will continue to be accumulated during the length of the leave. Upon return the member will be eligible for their previous position or equal position. There will be no more than two (2) members on this leave at any one time.
- 19.13 The Employer is committed to positive and collaborative Employee relations at all levels of the organization and as such will commit that all new hires will be given up to a half (0.5) hour orientation by a Union Steward on Employer property. The Supervisor/Manager will schedule this time within the first four (4) weeks of their start date. The time will be covered by the Employer.
- 20.04 Any complaint, disagreement or difference of opinion between the parties hereto concerning interpretation, application, operation, or any alleged violation of the terms of this Agreement shall be considered a grievance and the procedure of settlement shall be as follows:
- STEP 1: If the complaint or grievance is not satisfactorily resolved in discussion between the Employee and/or the Union Steward and his/her immediate Supervisor/ Branch Management, the grievance shall be set out in writing citing the alleged violation of the Collective Agreement including the Clause(s) affected. It shall be submitted in this form to the immediate Supervisor within the time limits specified in Clause 20.03 ~~(ten days)~~. A decision will be forwarded to the Union steward from the supervisor within ten (10) working days of receiving the grievance.
- ~~STEP 2: If the grievance is not satisfactorily resolved at step 1, the Union steward shall submit the grievance to the Department Head or Branch Management in writing with a copy of the grievance, within ten (10) working days of the grievor after receiving the reply at Step 1. A meeting will be held at the Branch and a response given within 10 days of receiving the grievance at step 2.~~
- STEP ~~3~~2: If the grievance is not satisfactorily resolved in Step ~~2~~1, the Union Office shall submit the grievance to the Human Resources department designates HR Business Partners or designate within ~~ten (10)~~ Fifteen (15) working days of receiving the reply in Step ~~2~~1.
- The Human Resources Department will arrange for the ~~management to a meeting within fifteen (15) working days of receiving the grievance at Step 2~~ with the Business Representative/Union Executive, ~~and/or~~ Steward and the grievor to hear the grievance and render a decision within ~~ten (10)~~ Fifteen (15) working days.
- ~~STEP 4:~~If the Step ~~3~~2 decision of management is unsatisfactory to the Union, the Union Executive may then submit the grievance to arbitration within thirty (30) working days of receiving the decision. The notice of submission to arbitration must be given in writing.
- 21.03 Grievances submitted to arbitration shall be governed by the provisions of this Agreement. The Arbitrator shall not be vested with the power to change, modify or alter this Agreement in any of its parts, but may, however, interpret its provisions. The expense of the Arbitrator shall be borne equally by the Employer and the Union, unless otherwise provided by law. The findings and decision of the Arbitrator shall be binding and enforceable on all parties.
- A) Should either party be responsible for postponing arbitration, the party requesting a postponement will bear the full cost of any expense charged by the arbitrator for the postponement.
- 23.01 It is understood and agreed between the parties hereto that they will commence bargaining for a new Collective Agreement to follow this one on or about January 31, 201~~2~~3 and if they fail to conclude a new Collective Agreement before April 30, 201~~2~~3 the Employer agrees to pay the Employees the hourly rates of pay (Schedule A including Regional Wage Adjustment and premiums (Schedule D) established by the new Agreement ~~for one half of for all the~~ actual hours worked from April 30, 201~~2~~3 until the date of the making ratification of the new Collective Agreement provided there is no Strike. All retroactivity on other proposals will be determined upon signing of a Memorandum of Agreement.
- *dates in this clause to be determined upon completion of negotiations.
- 23.02 This Agreement shall be effective from May 1, 201~~0~~13 until April 30, 201~~2~~16 and thereafter to the date when a new Collective Agreement comes into force or until a strike or lockout occurs, whichever is first.

ARTICLE 24 - TECHNOLOGICAL CHANGE

Technological change will be considered the introduction of new or modified equipment, or work processes, which will displace any Employees in a Branch. The Employer will provide information about the new technology and the impact on the Employees and will disclose all details to the Union. The Employer will agree to work with the Union to avoid any displacement of Employees.

IN WITNESS WHEREOF the parties hereto have caused these present to be executed on the day and year first above written.

Per

Robert MacKinnon, Business Representative

~~Kevin Clark, Business Representative~~ Neil Rudiger, President

~~Jason Rockwell, Vice President/Communicator~~ Michael Brown, Secretary Treasurer / Communicator

~~Darlene Greenfield, Recording Secretary~~ Don Seel, Trustee

~~Ryan Ermet, Conductor Sentinel~~ Ryan Ermet, Negotiations Committee Member

~~Bruce Caravan, Oil Sands Representative~~ Mark Meldrum, Negotiations Committee Member

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

Per

Kelly-Ann Drabiuk, ~~Senior Manager, HR Services~~ Director of Labour Relations

Larry Gouthro, GM – Oilsands

Owen Larson, GM – Power Systems

~~Kamal Kahlon, LR Advisor~~ Stan Behman, Labour Relations Manager

SCHEDULE "A"
WAGE CATEGORIES

Upon Ratification: Update All Dates to Reflect Term of Collective Agreement
Upon Ratification: Update All Wage Rates to Reflect Term of Collective Agreement

CERTIFIED TRADES SERVICE DEPARTMENT

Field Serviceperson	
<u>Resident</u>	<u>47.40</u>
<u>Leadhand</u>	<u>45.18</u>
<u>Journeyperson: Welder, Power Generation Electrician, Millwright, Machinist, Heavy Equipment Technician (HET)</u>	<u>43.09</u>
<u>Journeyperson Heavy Duty Equipment Mechanic (Off Road), Journeyperson Truck and Transport Mechanic (On Hwy, Power Systems Only), Power Generation Electrician (EGS Technician / Motor Rewind Technician)</u>	<u>41.70</u>
<u>Probationary</u>	<u>41.56</u>
Shop Serviceperson	
<u>Machinist, Non Destructive Testing (NDT) Technician:</u>	
<u>Leadhand</u>	<u>42.95</u>
<u>Journeyperson</u>	<u>40.88</u>
<u>Probationary</u>	<u>39.48</u>
<u>Journeyperson:</u>	
<u>Chargehand*</u>	
<u>Leadhand</u>	
<u>Journeyperson: Heavy Equipment Technician (HET), Welder, Warranty Technician, Power Systems Electrician, Estimator, Millwright, Gas Compression Technician (with HET)</u>	<u>40.52</u>
<u>Journeyperson Heavy Duty Equipment Mechanic (Off Road), Journeyperson Truck and Transport Mechanic (On Hwy, Power Systems Only), Gas Compression Technician (Automotive / Millwright), Power Generation Electrician (EGS Technician / Motor Rewind Technician)</u>	<u>39.34</u>
<u>Probationary</u>	
<u>Apprentice: Power Generation Electrician, Millwright, Machinist</u>	
<u>4th Year</u>	
<u>3rd Year</u>	
<u>2nd Year</u>	
<u>1st Year</u>	
<u>Apprentice: Heavy Equipment Technician(HET)</u>	
<u>4th Year (Journeyperson Heavy Duty Equipment Mechanic (Off Road) or Journeyperson Truck and Transport Mechanic (On Hwy, Power Systems Only), registered in 4 year HET program)</u>	<u>39.34</u>
<u>3rd Year</u>	<u>32.43</u>
<u>2nd Year</u>	<u>28.38</u>
<u>1st Year</u>	<u>24.31</u>
<u>Apprentice: Welder</u>	
<u>3rd Year</u>	
<u>2nd Year</u>	
<u>1st Year</u>	
<u>Electronic Repair Technician:</u>	
<u>Class A</u>	<u>33.94</u>
<u>Class B</u>	<u>28.53</u>

PARTS DEPARTMENT-TRADES

Categories	#1	#2	
Certified Parts Trades:			
Chargehand*			
Leadhand			
Journeyman			
Probationary			
Parts Apprentice:			
3rd year			
2nd year			
1st year			
Material Supply Assistant			
Categories:		#2	#3
Leadhand		<u>29.88</u>	<u>28.50</u>
Warehouseperson			
19 - 24 months			
13 - 18 months			
0 - 12 months			

Parts Department Categories

1. Instore / Counter sales, Service Supply Clerk 1.
2. Warehouse person

(includes used parts warehouse, can perform all parts functions except those in category #1).

(Note: Category 2 Journeyman will only include those grandfathered Employees and temporary apprentice graduates).

3. Parts Picker/Stocker.

Used Parts Department Categories

1. Instore/Counter Sales.
2. Used Parts Warehouse.

Note: The "*" positions include Employees hired prior to May 1, 2002 and are grandfathered at the rate for the position. It is not intended to use these categories after this date.

MAINTENANCE DEPARTMENT

Maintenance Person - Licensed	
Leadhand	
Journeyman	
Probationary	
Maintenance Person - Unlicensed	
Class A	
Probationary	

CUSTOMER SUPPORT CENTRE

Partsperson:	
Leadhand	
Journeyman	
Probationary	

SKILLED / SEMI SKILLED

Category A: Painter, Heavy Truck Driver (Over 3 Ton), Track Press Operator, Auto-Welding Machine Operator	
Leadhand	
Class A	
Class B	
Probationary	
Category B: Hydraulic Hose Press Operator, Yardperson, Tool Room Attendant, Shipper/Receiver (Service Department)	
Leadhand	
Class A	
Class B	
Probationary	
Category C: Wash Bay Attendant	
Class A	
Class B	
Probationary	
Category D: Labourer, Janitor	
Class A	
Class B	
Probationary	
OIL LAB	
Chargehand*	
Leadhand	
Interpreter	
Lab Technician-Certified	32.79
<u>Probationary: Lab Technician Certified</u>	30.03
Lab Technician-Uncertified	30.03
<u>Probationary: Lab Technician Uncertified</u>	27.03
BENCHHAND CRC	
<u>Benchhand**</u>	32.43
Field Lubrication Serviceperson***	
<u>Field Lubrication Serviceperson – Non-Ticketed</u>	35.40
<u>Probationary: Field Lubrication Serviceperson – Non-Ticketed</u>	32.86

Note: The "*" These positions include Employees hired prior to May 1, 2002 and are grandfathered at the rate for the position. It is not intended to use these categories after this date.

***" These positions include Employees hired prior to May 1, 1990. It is not intended to use this category after this date.

***" It is agreed that these positions are not to replace or displace any mechanical position in the bargaining unit. It is agreed that this position will not to be used within Power Systems.

OILSANDS CERTIFIED TRADES SERVICE DEPARTMENT

Field Serviceperson	
Leadhand	<u>52.41</u>
Journey person: <u>Welder, Power Generation Electrician, Millwright, Machinist, Heavy Equipment Technician (HET)</u>	<u>49.98</u>
<u>Journey person Heavy Duty Equipment Mechanic (Off Road), Journey person Truck and Transport Mechanic (On Hwy, Power Systems Only), Power Generation Electrician (EGS Technician / Motor Rewind Technician)</u>	<u>48.77</u>
Probationary	<u>48.23</u>
Apprentice: Heavy Equipment Technician(HET)	
<u>4th Year (Journey person Heavy Duty Equipment Mechanic (Off Road) or Journey person Truck and Transport Mechanic (On Hwy, Power Systems Only), registered in 4 year HET program)</u>	<u>48.77</u>
<u>3rd Year</u>	<u>39.98</u>
<u>2nd Year</u>	<u>34.99</u>
<u>1st Year</u>	<u>29.99</u>
Shop Serviceperson	
Machinist, Non Destructive Testing (NDT) Technician	
Leadhand	
Journey person	
Probationary	
Journey person:	
Chargehand*	
Leadhand	
<u>Journey person: Heavy Equipment Technician (HET), Welder, Warranty Technician, Power Systems Electrician, Estimator, Millwright, Gas Compression Technician (with HET)</u>	<u>45.60</u>
<u>Journey person Heavy Duty Equipment Mechanic (Off Road), Journey person Truck and Transport Mechanic (On Hwy, Power Systems Only), Gas Compression Technician (Automotive / Millwright), Power Generation Electrician (EGS Technician / Motor Rewind Technician)</u>	<u>44.43</u>
Probationary	
Apprentice: Power Generation Electrician, Millwright, Machinist	
4th Year	
3rd Year	
2nd Year	
1st Year	
Apprentice: Heavy Equipment Technician(HET)	
<u>4th Year (Journey person Heavy Duty Equipment Mechanic (Off Road) or Journey person Truck and Transport Mechanic (On Hwy, Power Systems Only), registered in 4 year HET program)</u>	<u>44.43</u>
<u>3rd Year</u>	<u>36.50</u>
<u>2nd Year</u>	<u>31.92</u>
<u>1st Year</u>	<u>27.37</u>
Apprentice: Welder	
3rd Year	
2nd Year	
1st Year	

Note: *Oilsands Field Serviceperson working on a customer site but not working in a field truck will not be eligible for Field Premium.

OILSANDS PARTS DEPARTMENT TRADES

Field Department			
Categories:	#1	#2	
Leadhand			
Journeyman Parts Technician/ countersalesperson			
Probationary			
Parts Apprentice			
3rd year			
2nd year			
1st year			
Material Supply Assistant (Albian Site Only)			
Categories		#2	#3
Warehouseperson			
19 - 24 months			
13 - 18 months			
0 - 12 months			
Shop Department			
Categories:	#1	#2	
Leadhand			
Journeyman			
Probationary			
Parts Apprentice			
3rd year			
2nd year			
1st year			
Material Supply Assistant			
Categories		#2	#3
Leadhand		33.60	32.06
Warehouseperson			
19 - 24 months			
13 - 18 months			
0 - 12 months			

Parts Department Categories

1. Instore / Counter sales, Service Supply Clerk 1.
2. Warehouse person

(includes used parts warehouse, can perform all parts functions except those in category #1).

- (Note:** Category 2 Journeyman will only include those grandfathered Employees and temporary apprentice graduates).
3. Parts Picker/Stocker.

Used Parts Department Categories

1. Instore/Counter Sales.
2. Used Parts Warehouse.

OILSANDS MAINTENANCE DEPARTMENT

Maintenance Person - Licensed	
Leadhand	
Journey person	
Probationary	
Maintenance Person - Unlicensed	
Class A	
Probationary	

OILSANDS SKILLED / SEMISKILLED

CATEGORY A:	
Painter, Heavy Truck Driver (Over 3 Ton), Track Press Operator, Auto-Welding Machine Operator	
Leadhand	
Class A	
Class B	
Probationary	
CATEGORY B:	
Hydraulic Hose Press Operator, Yardperson, Tool Room Attendant, Shipper/Receiver (Service Department)	
Leadhand	
Class A	
Class B	
Probationary	
CATEGORY C:	
Wash Bay Attendant	
Class A	
Class B	
Probationary	
CATEGORY D:	
Labourer, Janitor	
<u>Field Labourer (Suncor Site Only)</u>	<u>27.55</u>
Class A	
Class B	
Probationary	
Field Lubrication Serviceperson***	
<u>Field Lubrication Serviceperson – Non-Ticketed</u>	<u>39.79</u>
<u>Probationary: Field Lubrication Serviceperson – Non-Ticketed</u>	<u>35.81</u>

*** It is agreed that these positions are not to replace or displace any mechanical position in the bargaining unit. It is agreed that this position will not be used within Power Systems.

All rates of pay in ~~the this~~ May 1, 2012 – April 30, 2013 Collective Agreement are to be adjusted ~~by~~ according to article 13.01.

Finning Wage Tables	2012	2013	2014	2015
<u>Certified Trades Service Department</u>		3.00%	3.50%	3.75%
<u>Field Serviceperson</u>				
Journeyman: Welder, Power Generation Electrician, Millwright, Machinist, Heavy Equipment Technician (HET)	\$43.09	\$44.38	\$45.94	\$47.66
Journeyman: Heavy Duty Equipment Mechanic (Off-Road), Journeyman Truck & Transport Mechanic (On-Hwy, Power Systems only), Power Generation Electrician (EGS Technician / Motor Rewind Technician)	\$41.70	\$42.95	\$44.45	\$46.12
Probationary	\$41.56	\$42.81	\$44.31	\$45.97
<u>Shop Servicepersons</u>				
Machinist				
Leadhand	\$42.95	\$44.24	\$45.79	\$47.50
Journeyman	\$40.88	\$42.11	\$43.58	\$45.21
Probationary	\$39.48	\$40.66	\$42.09	\$43.67
Journeyman				
Chargehand *	\$44.51	\$45.85	\$47.45	\$49.23
Leadhand	\$42.53	\$43.81	\$45.34	\$47.04
Journeyman: Heavy Equipment Technician (HET), Welder, Warranty Technician, Power Generation Electrician, Estimator, Millwright, Gas Compression Technician (With HET)	\$40.52	\$41.74	\$43.20	\$44.82
Journeyman: Heavy Duty Equipment Mechanic (Off-Road), Journeyman Truck and Transport Mechanic (On-Hwy, Power Systems Only), Gas Compression Technician (Automotive / Millwright), Power Generation Electrician (EGS Technician / Motor Rewind Technician)	\$39.34	\$40.52	\$41.94	\$43.51
Probationary	\$38.51	\$39.67	\$41.05	\$42.59
Apprentice: Power Generation Electrician, Millwright, Machinist				
4th Year	\$36.47	\$37.56	\$38.88	\$40.34
3rd Year	\$32.43	\$33.40	\$34.57	\$35.87
2nd Year	\$28.38	\$29.23	\$30.25	\$31.39
1st Year	\$24.31	\$25.04	\$25.92	\$26.89
Apprentice: Heavy Equipment Technician (HET)				
4th Year: Journeyman Heavy Duty Equipment Mechanic (Off-Road) or Journeyman Truck and Transport Mechanic (On-Hwy, Power Systems Only), Registered in 4 year (HET) program)	\$39.34	\$40.52	\$41.94	\$43.51
3rd Year	\$32.43	\$33.40	\$34.57	\$35.87
2nd Year	\$28.38	\$29.23	\$30.25	\$31.39
1st Year	\$24.31	\$25.04	\$25.92	\$26.89
Apprentice Welder				
3rd Year	\$36.47	\$37.56	\$38.88	\$40.34
2nd Year	\$30.39	\$31.30	\$32.40	\$33.61
1st Year	\$26.35	\$27.14	\$28.09	\$29.14
Electronic Repair Technician:				
Class A	\$33.94	\$34.96	\$36.18	\$37.54
Class B	\$28.53	\$29.39	\$30.41	\$31.55

Maintenance Person - Licensed				
Leadhand	\$44.08	\$45.40	\$46.99	\$48.75
Journeyperson	\$41.98	\$43.24	\$44.75	\$46.43
Probationary	\$39.23	\$40.41	\$41.82	\$43.39
Maintenance Person - Unlicensed				
Class A	\$33.11	\$34.10	\$35.30	\$36.62
Probationary	\$30.96	\$31.89	\$33.00	\$34.24

Parts Department

Certified Parts Trades:	2012			2013			2014			2015		
Categories	#1	#2		#1	#2		#1	#2		#1	#2	
Chargehand *	\$39.32	\$36.58		\$40.50	\$37.68		\$41.92	\$39.00		\$43.49	\$40.46	
Leadhand	\$37.54	\$34.90		\$38.67	\$35.95		\$40.02	\$37.21		\$41.52	\$38.60	
Journeyperson	\$35.72	\$33.26		\$36.79	\$34.26		\$38.08	\$35.46		\$39.51	\$36.79	
Probationary	\$31.85	\$29.38		\$32.81	\$30.26		\$33.95	\$31.32		\$35.23	\$32.50	
Parts Apprentice												
3rd Year	\$30.36			\$31.27			\$32.37			\$33.58		
2nd Year	\$26.80			\$27.60			\$28.57			\$29.64		
1st Year	\$23.23			\$23.93			\$24.76			\$25.69		
Materials Supply Assistant												
Categories:		#2	#3		#2	#3		#2	#3		#2	#3
Leadhand		\$29.88	\$28.50		\$30.78	\$29.36		\$31.85	\$30.38		\$33.05	\$31.52
Warehouseperson		\$28.46	\$27.14		\$29.31	\$27.95		\$30.34	\$28.93		\$31.48	\$30.02
19-24 Months		\$26.79	\$25.57		\$27.59	\$26.34		\$28.56	\$27.26		\$29.63	\$28.28
13-18 Months		\$25.17	\$23.93		\$25.93	\$24.65		\$26.83	\$25.51		\$27.84	\$26.47
0-12 Months		\$23.50	\$22.36		\$24.21	\$23.03		\$25.05	\$23.84		\$25.99	\$24.73

<i>Customer Support Centre</i>	2012	2013	2014	2015
Leadhand	\$40.00	\$41.20	\$42.64	\$44.24
Journeyperson	\$38.16	\$39.30	\$40.68	\$42.21
Probationary	\$34.04	\$35.06	\$36.29	\$37.65
Skilled / Semi Skilled				
Category A:				
Painter, Heavy Truck Driver (Over 3 Ton), Track Press Operator, Auto-Welding Machine Operator				
Leadhand	\$35.06	\$36.11	\$37.38	\$38.78
Class A	\$33.40	\$34.40	\$35.61	\$36.94
Class B	\$32.13	\$33.09	\$34.25	\$35.54
Probationary	\$30.98	\$31.91	\$33.03	\$34.26
Category B:				
Hydraulic Hose Press Operator, Yardperson, Tool Room Attendant, Shipper/Receiver (Service Dept.)				
Leadhand	\$34.43	\$35.46	\$36.70	\$38.08
Class A	\$32.79	\$33.77	\$34.96	\$36.27
Class B	\$31.56	\$32.51	\$33.64	\$34.91
Probationary	\$30.41	\$31.32	\$32.42	\$33.63

Category C: Washbay Attendant				
Class A	\$27.68	\$28.51	\$29.51	\$30.61
Class B	\$26.58	\$27.38	\$28.34	\$29.40
Probationary	\$25.26	\$26.02	\$26.93	\$27.94

Category D: Labourer, Janitor				
Class A	\$23.11	\$23.80	\$24.64	\$25.56
Class B	\$21.90	\$22.56	\$23.35	\$24.22
Probationary	\$20.68	\$21.30	\$22.05	\$22.87
Oil Lab				
Chargehand *	\$36.09	\$37.17	\$38.47	\$39.92
Leadhand	\$34.43	\$35.46	\$36.70	\$38.08
Interpreter	\$34.89	\$35.94	\$37.19	\$38.59
Lab Technician - Certified	\$32.79	\$33.77	\$34.96	\$36.27
Probationary: Lab Technician Certified	\$30.03	\$30.93	\$32.01	\$33.21
Lab Technician - Uncertified	\$30.03	\$30.93	\$32.01	\$33.21
Probationary: Lab Technician Uncertified	\$27.03	\$27.84	\$28.82	\$29.90
Benchhand CRC				
Benchhand **	\$32.43	\$33.40	\$34.57	\$35.87
Field Lubrication Serviceperson ***				
Field Lubrication Serviceperson - Non-Ticketed	\$35.40	\$36.46	\$37.74	\$39.15
Probationary: Field Lubrication Serviceperson - Non-Ticketed	\$32.86	\$33.85	\$35.03	\$36.34
*** It is agreed that these positions are not to replace or displace any mechanical position in the bargaining unit. It is agreed that this position will not be used within Power Systems.				

Oilsands				
<i>Oilsands Certified Trades Service Department</i>	\$1.50	2013	2014	2015
Field Serviceperson				
Leadhand	\$52.41	\$53.98	\$55.87	\$57.97
Journeyman: Welder, Power Generation Electrician, Millwright, Machinist, Heavy Equipment Technician (HET)	\$49.98	\$51.48	\$53.28	\$55.28
Journeyman: Heavy Duty Equipment Mechanic (Off Road), Truck and Transport Mechanic (On-Hwy, Power Systems Only), Power Generation Electrician (EGS Technician / Motor Rewind Technician)	\$48.77	\$50.23	\$51.99	\$53.94
Probationary	\$48.23	\$49.68	\$51.42	\$53.34
Apprentice: Heavy Equipment Technician (HET)				
4th Year [Journeyman: Heavy Duty Equipment Mechanic (Off-Road) or Journeyman: Truck and Transport Mechanic (On-Hwy, Power Systems Only), registered in 4 year HET program]	\$48.77	\$50.23	\$51.99	\$53.94
3rd Year	\$39.98	\$41.18	\$42.62	\$44.22
2nd year	\$34.99	\$36.04	\$37.30	\$38.70
1st year	\$29.99	\$30.89	\$31.97	\$33.17
Shop Serviceperson				
Machinist, Non Destructive Testing (NDT) Technician				
Leadhand	\$48.29	\$49.74	\$51.48	\$53.41
Journeyman	\$46.00	\$47.38	\$49.04	\$50.88
Probationary	\$44.43	\$45.76	\$47.36	\$49.14
Journeyman				
Chargehand *	\$50.17	\$51.68	\$53.48	\$55.49
Leadhand	\$47.90	\$49.34	\$51.06	\$52.98
Journeyman: Heavy Equipment Technician (HET), Welder, Warranty Technician, Power Generation Electrician, Estimator, Millwright, Gas Compression Technician (With HET)	\$45.60	\$46.97	\$48.61	\$50.43
Journeyman: Heavy Duty Equipment Mechanic (Off-Road), Journeyman: Truck and Transport Mechanic (On-Hwy, Power Systems Only), Gas Compression Technician (Automotive / Millwright), Power Generation Electrician (EGS Technician / Motor Rewind Technician)	\$44.43	\$45.76	\$47.36	\$49.14
Probationary	\$43.56	\$44.87	\$46.44	\$48.18

Apprentice: Heavy Equipment Technician (HET)				
4th Year [Journeyman: Heavy Duty Equipment Mechanic (Off-Road) or Journeyman: Truck and Transport Mechanic (On-Hwy, Power Systems Only), registered in 4 year HET program]	\$44.43	\$45.76	\$47.36	\$49.14
3rd Year	\$36.50	\$37.60	\$38.91	\$40.37
2nd Year	\$31.92	\$32.88	\$34.03	\$35.30
1st Year	\$27.37	\$28.19	\$29.18	\$30.27
Apprentice: Power Generation Electrician, Millwright, Machinist				
4th Year	\$41.05	\$42.28	\$43.76	\$45.40
3rd Year	\$36.50	\$37.60	\$38.91	\$40.37
2nd Year	\$31.92	\$32.88	\$34.03	\$35.30
1st Year	\$27.37	\$28.19	\$29.18	\$30.27
Apprentice Welder				
3rd Year	\$38.77	\$39.93	\$41.33	\$42.88
2nd Year	\$34.21	\$35.24	\$36.47	\$37.84
1st Year	\$29.65	\$30.54	\$31.61	\$32.79
Maintenance Person - Licensed				
Leadhand	\$49.61	\$51.10	\$52.89	\$54.87
Journeyman	\$47.25	\$48.67	\$50.37	\$52.26
Probationary	\$45.52	\$46.89	\$48.53	\$50.35
Maintenance Person - Unlicensed				
Class A	\$37.27	\$38.39	\$39.73	\$41.22
Probationary	\$34.85	\$35.90	\$37.15	\$38.55
*Oilsands Field Serviceperson working on a customer site but not working in a Field Truck will not be eligible for Field Premium.				

<i>Oilsands Parts Dept. Trades</i>	2012		2013		2014		2015	
Field Department	#1	#2	#1	#2	#1	#2	#1	#2
Categories	#1	#2	#1	#2	#1	#2	#1	#2
Leadhand	\$42.18	\$39.29	\$43.45	\$40.47	\$44.97	\$41.89	\$46.65	\$43.46
Journeyman Parts Technician / Countersalesperson	\$40.18	\$37.41	\$41.39	\$38.53	\$42.83	\$39.88	\$44.44	\$41.38
Probationary	\$38.74	\$35.91	\$39.90	\$36.99	\$41.30	\$38.28	\$42.85	\$39.72
Parts Apprentice								
3rd Year	\$34.16		\$35.18		\$36.42		\$37.78	
2nd Year	\$30.14		\$31.04		\$32.13		\$33.34	
1st Year	\$26.12		\$26.90		\$27.85		\$28.89	
Materials Supply Assistant (Albian Site Only)								
Categories	#2	#3	#2	#3	#2	#3	#2	#3
Warehouseperson	\$32.00	\$30.53	\$32.96	\$31.45	\$34.11	\$32.55	\$35.39	\$33.77
19-24 Months	\$30.15	\$28.73	\$31.05	\$29.59	\$32.14	\$30.63	\$33.35	\$31.78
13-18 Months	\$28.30	\$26.95	\$29.15	\$27.76	\$30.17	\$28.73	\$31.30	\$29.81
0-12 Months	\$26.46	\$25.18	\$27.25	\$25.94	\$28.21	\$26.84	\$29.27	\$27.85

Shop Department	2012			2013			2013			2013		
	#1	#2		#1	#2		#1	#2		#1	#2	
Categories												
Leadhand	\$42.18	\$39.29		\$43.45	\$40.47		\$44.97	\$41.89		\$46.65	\$43.46	
Journey person	\$40.18	\$37.41		\$41.39	\$38.53		\$42.83	\$39.88		\$44.44	\$41.38	
Probationary	\$38.74	\$35.91		\$39.90	\$36.99		\$41.30	\$38.28		\$42.85	\$39.72	
Parts Apprentice												
3rd Year	\$34.16			\$35.18			\$36.42			\$37.78		
2nd Year	\$30.14			\$31.04			\$32.13			\$33.34		
1st Year	\$26.12			\$26.90			\$27.85			\$28.89		
Materials Supply Assistant												
Categories		#2	#3		#2	#3		#2	#3		#2	#3
Leadhand		\$33.60	\$32.06		\$34.61	\$33.02		\$35.82	\$34.18		\$37.16	\$35.46
Warehouseperson		\$32.00	\$30.53		\$32.96	\$31.45		\$34.11	\$32.55		\$35.39	\$33.77
19-24 Months		\$30.15	\$28.73		\$31.05	\$29.59		\$32.14	\$30.63		\$33.35	\$31.78
13-18 Months		\$28.30	\$26.95		\$29.15	\$27.76		\$30.17	\$28.73		\$31.30	\$29.81
0-12 Months		\$26.46	\$25.18		\$27.25	\$25.94		\$28.21	\$26.84		\$29.27	\$27.85

	2012	2013	2014	2015
<i>Skilled / Semi Skilled</i>				
Category A: Painter, Heavy Truck Driver (Over 3 Ton), Track Press Operator, Auto-Welding Machine Operator				
Chargehand	\$40.41	\$41.62	\$43.08	\$44.69
Leadhand	\$39.43	\$40.61	\$42.03	\$43.61
Class A	\$37.54	\$38.67	\$40.02	\$41.52
Class B	\$36.14	\$37.22	\$38.53	\$39.97
Probationary	\$34.84	\$35.89	\$37.14	\$38.53
Category B: Hydraulic Hose Press Operator, Yardperson, Tool Room Attendant, Shipper/Receiver (Service Dept.)				
Chargehand	\$40.56	\$41.78	\$43.24	\$44.86
Leadhand	\$38.74	\$39.90	\$41.30	\$42.85
Class A	\$36.89	\$38.00	\$39.33	\$40.80
Class B	\$35.52	\$36.59	\$37.87	\$39.29
Probationary	\$34.20	\$35.23	\$36.46	\$37.83
Category C: Washbay Attendant				
Class A	\$31.14	\$32.07	\$33.20	\$34.44
Class B	\$29.88	\$30.78	\$31.85	\$33.05
Probationary	\$28.44	\$29.29	\$30.32	\$31.46
Category D: Labourer, Janitor				
Field Labourer (Suncor Site Only)	\$27.55	\$28.38	\$29.37	\$30.47
Class A	\$25.99	\$26.77	\$27.71	\$28.75
Class B	\$24.64	\$25.38	\$26.27	\$27.25
Probationary	\$23.26	\$23.96	\$24.80	\$25.73
Field Lubrication Serviceperson				
Field Lubrication Serviceperson - Non-Ticketed	\$39.79	\$40.98	\$42.42	\$44.01
Probationary: Field Lubrication Serviceperson - Non-Ticketed	\$35.81	\$36.88	\$38.18	\$39.61

EKATI				
	2012	2013	2014	2015
<i>Field Servicepersons</i>				
Mechanical Trades				
Leadhand	\$45.18	\$46.54	\$48.16	\$49.97
Heavy Equipment Technician (HET)	\$43.09	\$44.38	\$45.94	\$47.66
Heavy Duty Equipment Mechanic (Off-Road)	\$41.70	\$42.95	\$44.45	\$46.12
Probationary	\$41.56	\$42.81	\$44.31	\$45.97
Journeyman Welder, Power Generation Electrician				
Journeyman	\$43.09	\$44.38	\$45.94	\$47.66
Probationary	\$41.56	\$42.81	\$44.31	\$45.97
Apprentice Mechanic				
4th Year	\$38.80	\$39.96	\$41.36	\$42.91
3rd Year	\$34.48	\$35.51	\$36.76	\$38.14
2nd Year	\$30.16	\$31.06	\$32.15	\$33.36
1st Year	\$25.86	\$26.64	\$27.57	\$28.60
Apprentice Welder				
3rd Year	\$36.64	\$37.74	\$39.06	\$40.52
2nd Year	\$32.32	\$33.29	\$34.45	\$35.75
1st Year	\$28.02	\$28.86	\$29.87	\$30.99
Tool Room Attendant				
Class A	\$34.75	\$35.79	\$37.05	\$38.43
<i>Parts Department Trades</i>	#1			
Leadhand	\$39.790	\$40.98	\$42.42	\$44.01
Journeyman A	\$37.860	\$39.00	\$40.36	\$41.87
Journeyman B	\$36.510	\$37.61	\$38.92	\$40.38
Probationary	\$33.760	\$34.77	\$35.99	\$37.34
Parts Apprentice				
3rd Year	\$32.150	\$33.11	\$34.27	\$35.56
2nd Year	\$28.410	\$29.26	\$30.29	\$31.42
1st Year	\$24.620	\$25.36	\$26.25	\$27.23

SCHEDULE "B"**LAYOFF AND TRANSFER CLASSIFICATIONS**

Lay-off due to a lack of work is determined by the criteria set out in Clause 5.06, and job classifications for the purpose of lay-off and transfer of Employees are as described in this Schedule.

Transfers between an area of a department or facility within a branch when there is a shortage of work or a short-term increase in workload in one area of a department or facility the Employer may transfer an Employee to another area within that department or facility in the same job classification.

Transfers will first come from volunteers from the area or facility where there is a shortage of work then from volunteers in the rest of the branch. However, if there are insufficient volunteers, the Employee with the shortest length of service in the areas or facility with the shortage of work shall be transferred first, provided the Employee has the qualifications and demonstrated ability to perform the job. These transfers are not to exceed forty-five (45) days without Union approval.

Parts and Service Employees must have been in the classification for a minimum of ninety (90) days in order to qualify for lay-off in that classification. If less than ninety (90) days the previously held position will be used. This would include posted positions where applicable.

SERVICE DEPARTMENT LAYOFF CLASSIFICATIONS	
A.	Apprentice <u>Heavy Equipment Technician</u>
B.	Auto Weld Machine Operator, <u>Track Press Operator</u>
C.	G/F Chargehand* <u>Field Serviceperson, Journeyperson Heavy Equipment Technician (HET), Journeyperson Heavy Duty Equipment Mechanic (Off Road), Journeyperson Truck and Transport Mechanic (On Hwy), Warranty Technician, Estimator</u>
D.	Lab Technician (Uncertified)
E.	Lab Technician <u>and</u> Interpreter (Certified)
F.	Labourer <u>Janitor, Wash Bay Attendant</u>
G.	Machinist <u>and Machinist</u> Apprentice
H.	Maintenance Technician Licensed
I.	Maintenance Technician Unlicensed
J.	Painter
K.	Power Generation Electrician,
L.	Resident Field Serviceperson
M.	Toolroom Attendant
N.	Power Generation Electrical Apprentice**
O.	Welder <u>and Welder</u> Apprentice
P.	Yardperson
Q.	Gas Compression <u>Mechanic Technician</u>
R.	<u>Electronics Repair Technician</u>
S.	<u>Non Destructive Testing Technician</u>
T.	<u>Millwright and Millwright Apprentice</u>
U.	<u>Field Lubrication Serviceperson</u>
V.	<u>Benchhand***</u>
PARTS DEPARTMENT LAYOFF CLASSIFICATIONS	
A.	G/F Chargehand* <u>Countersalesperson, Service Supply Clerk 1, Parts Journeyperson, Special Duty Warehouse, Apprentice</u>
B.	Hydraulic Hose Press Operator
C.	Material Supply Assistant

**These positions include Employees hired prior to May 1, 2002. It is not intended to use this category after this date.

***Current Employees who hold their Motor Rewind Technician or EGS certification as of May 1 2013, will be classified as SVK. Employees that are hired after May 1 2013, who hold their Motor Rewind Technician or EGS certification, will be hired into the SVN Classification.

****These positions include Employees hired prior to May 1, 1990. It is not intended to use this category after this date.

SCHEDULE "C"
SPECIAL PROVISIONS

I.1. NWT MEDICAL TRAVEL ALLOWANCE

Employees, and/or their dependents, in the Northwest Territories required to fly to other locations for referred medical care will be provided with a \$125.00 to partially compensate for the deductible for a medically approved plane ticket. After the first flight, any subsequent flights in a year would be paid at the rate of ~~\$200.00~~ \$250.00 towards the deductible for referred medical care.

II.2. LOCATION ALLOWANCE shall be paid to Employees maintaining a residence in the community of the Branch where they are employed, where surveyed costs are higher by 10% or more than Edmonton at any time during the term of this Agreement according to a mutually acceptable price comparison survey. Unless otherwise negotiated between the parties, Location Allowance for the term of this Agreement or subsequent Agreements is as follows:

LOCATIONS	May 1, 2010 2013
High Level	\$400.00/mth \$450.00 / Month
Fort McMurray/Wood Buffalo	\$1050.00/mth \$1350.00 / Month
Hay River / Yellowknife	\$450.00/mth \$700.00 / Month
Yellowknife	\$650.00/mth
Inuvik	Free Accommodation

SCHEDULE "D"

SUMMARY OF PREMIUMS ~~AND BONUSES~~ FROM COLLECTIVE AGREEMENT OR LETTERS OF UNDERSTANDING

Afternoon Shift / Continuous Shift Night Shift Premium <i>(NOTE: The afternoon shift premium will be payable to the night shift of the continuous shift)</i>	\$3.00/ Hour \$3.50 / Hour
Tuesday – Saturday Shift Premium <i>All hours worked on this shift and all categories except the PDC</i>	\$1.25 / Hour \$1.75 / Hour
Weekend Shift Premium (PDC) <i>For all hours worked on this shift</i>	\$3.00 / Hour
Midnight Shift Premium (PDC, D34 and D14) <i>For all hours worked on this shift</i>	\$3.20 / Hour \$3.75 / Hour
First Aid Premium	\$0.35 / Hour
Field Bonus Premium <i>For field service work performed off premises</i>	\$1.75 / Hour \$2.25 / Hour
<i>For parts work performed off premises - parts people</i>	\$0.75 / Hour \$1.50 / Hour
<i>For parts work performed underground</i>	\$1.50 / Hour
<i>For Feeder/Breaker work performed by Track Press Operators (in addition to field premium) Replaces LOU 00-07 (Mildred Lake Shop Only)</i>	\$1.50 / Hour
Dual Ticket Bonus Premium <i>Where the Employer requires the Employee to hold both tickets in order to perform duties</i> NOTE: This will be applied where the Employer requires the Employee to hold <u>both two (2) Union and Employer recognized</u> tickets in order to perform their duties. For example this will apply to Technician/Mechanic and Welding tickets; Electrician and Technician/Mechanic tickets; Machinist and Welder tickets; Instrument and Technician/Mechanic tickets.	\$2.50 / Hour \$3.25 / Hour
Continuous Shift Premium <i>For all hours worked</i>	\$3.25 / Hour \$3.50 / Hour
Leadhand Rates to apply to all Temporary Leadhand duties.	
Premiums and bonuses do not attract overtime.	

LETTERS OF UNDERSTANDING

All other Letters of Understanding not referenced below are renewed "as is" or as already tentatively agreed to by the parties as of this date.

GENERAL

- Continuous Shift
- Regional Hourly Wage Adjustment

FORT MCMURRAY/MILDRED LAKE

- Oil Sands Letter of Understanding

BHP/EKATI BR.55

- BHP/Ekati Mine Operation

LETTER OF UNDERSTANDING**Reference: Tuesday to Saturday Shift**

This constitutes a Letter of Understanding between Finning (Canada) A Division of Finning International Inc. and the International Association of Machinists and Aerospace Workers, Lodge 99 effective January 1, 1991.

The parties agree that a Tuesday to Saturday shift will be implemented and the following conditions apply.

1. A premium of ~~\$1.25/hr~~ will apply to Employees while working this shift, for all hours worked as outlined in Schedule "D".
2. All Employees hired up to and including December 31, 1990 are not required to work this shift. However, Employees may volunteer or post to this shift if they choose.
3. New hires on or after the effective date will be required to work this shift, where required, and will be informed at the time of hire.
4. Job postings will reference a Tuesday - Saturday shift only where the shift is currently in place or where the Employer has the need to implement the shift, within sixty (60) days.
5. Where there are four (4) or more Employees in a department on this shift, the ratio of Tuesday - Saturday vs. Monday - Friday shifts will be no less than 2 - 1 respectively , wherever practical.
6. This Tuesday - Saturday shift is currently a dayshift position. Should the Union and Employer agree an afternoon shift may be required in a department, both the Tuesday to Saturday and afternoon premiums will apply.

LETTER OF UNDERSTANDING (Removed; See article 15)**Reference: Benefit Entitlement**

~~This constitutes a Letter of Understanding between Finning (Canada) A Division of Finning International Inc. and The International Association of Machinists and Aerospace Workers, Local Lodge 99.~~

~~During the term of this Agreement, it is intended that the benefit plan coverage provided in Article 15 will be maintained. The details of the benefits are covered in various contracts and agreements which will be made available to the Union. Benefit brochures and other information produced by the Employer will outline plans in brief and are intended to answer generic Employee questions.~~

~~On an annual basis the Employer and Union will meet to discuss questions and concerns about benefit coverage and arrangements.~~

Letter of Understanding**Reference: Power Generation Electricians**

This constitutes a Letter of Understanding between Finning (Canada) A Division of Finning International Inc. and the International Association of Machinists and Aerospace Workers, Local Lodge 99.

Nothing in this Letter of Understanding shall be construed as altering the existing terms and conditions of the Collective Agreement. The parties agree to the following principles to guide the hiring of alternative trades into the Power Generation Electrician classification (SVK) moving forward.

It is understood that due to the nature of this industry, and current training availability through apprenticeship programs, that Electric Generator Systems (EGS) Technicians and Motor-Rewind Technicians are also qualified to work in the Power Systems at Finning and as a result may also be hired into Power Generation Electrician classification.

The following will outline the agreement between the parties when an EGS Technician or Motor Rewind Technician is hired into a Power Generation Electrician position:

Employees will be required to enroll in the Electrical Apprenticeship program to attain their Electrical certification.

Employees will be classified as Power Generation Electrician **Apprentice**, layoff classification **(SVN)** and will hold seniority in that classification as of their date of hire.

Employees without Electrical certification will be paid appropriate rates as outlined in Schedule A, until such time they achieve the Electrical certification.

Employees who currently hold their Motor Rewind Technician or EGS certification at the time of ratification and are currently employed with Finning and classified as (SVK) shall continue to hold their current layoff classification and not be forced into the (SVN) classification.

All other terms will be as per the Collective Agreement.

LETTER OF UNDERSTANDING**Reference: Gas Compression Classification**

This constitutes a Letter of Understanding between Finning (Canada) A Division of Finning International Inc. and the International Association of Machinists and Aerospace Workers, Local Lodge 99.

Nothing in this Letter of Understanding shall be construed as altering the existing terms and conditions of the Collective Agreement. The parties agree to the following principles to guide the use of the Gas Compression (SVQ) classification moving forward:

1. The ~~company~~ Employer will endeavor to hire Heavy Equipment Technicians (HET) into Gas Compression openings. However, it is understood that due to the nature of this industry that Millwrights and Automotive Technicians are also qualified to work in the Gas Compression trade and as a result may also be hired into Gas Compression openings.
2. The following will outline the agreement between the parties when a Millwright or Automotive Technician is hired into a Gas Compression position:
 - a. Employees will be encouraged to enroll in the HET program;
 - b. Should a Millwright or Automotive Technician not want to enroll in the HET program, the Union will be notified in writing and the employee will be informed of the implications of that decision:
 - i. Lower rate of pay (see "d" below);
 - ii. Inability to move to other classifications;
 - iii. Possibilities of layoff during slow periods;
 - c. Employees hired into Gas Compression will be classified as Gas Compression technicians, layoff classification SVQ, and will hold seniority in that classification as of their date of hire;
 - d. Employees without HET qualifications, will be paid ~~Journey person B~~ appropriate rates as outlined in Schedule A, until such time they achieve the HET certificate;
3. Gas Compression mechanics, who hold their HET or are HET apprentices, may work in general line operations only if no one is on layoff at the branch in the ~~J/Mechanic (SVC) layoff~~ classification; and vice versa.
4. The terms of this letter will be in effect as of the date of signing, any employees previously hired into this classification will be grandfathered.
5. Any other issues arising out of this classification will be discussed in a timely manner between the parties.

LETTER OF UNDERSTANDING**06-05****Reference: Ticketed Automotive Technicians**

This Letter of agreement is attached to and forms part of the collective agreement between the parties, these are additional agreements, the Collective Agreement shall apply in every situation as well as this agreement herein.

This Agreement is made **Without Prejudice and Precedent.**

- ~~(a)~~ The employer can employ Certified Automotive ~~Ticketed~~ Technicians to perform work the ~~H.E. Technician~~ Heavy Equipment Technician apprentices would normally perform, under the following conditions:
- ~~(b)~~ 1. All Certified Automotive Technicians shall be employed as a third (3rd) ~~year H.E. Technician~~ Apprentice Mechanic and will be paid at that rate in the collective agreement.
 - ~~(c)~~ 2. The Technicians shall be paid at the third (3rd) year ~~A~~ apprentice Mechanic rate in the Collective Agreement until they complete the required hours and technical trade school training at the third (3rd) year level, at which time they shall move to the ~~fourth (4th) year Apprentice~~ Heavy Duty Equipment Mechanic or Truck and Transport Mechanic rate in Schedule A of the collective agreement.
 - ~~(d)~~ 3. Upon completion of all the aspects of the Heavy Equipment Technician Trade requirements they shall move to the ~~Journey person A~~ Heavy Equipment Technician rate in the collective agreement.
 - ~~(e)~~ 4. The Technicians shall be required to attend 1st, 3rd, 4th year technical training in the trade of ~~Heavy Equipment Technician~~ and acquire their Journey person Certification in ~~that the Heavy Equipment Technician (HET) trade.~~
 - ~~(f)~~ 5. If these employees are employed at, or transferred (temporarily, or permanently on a posting) to any branch that pays higher rates than Schedule A, (i.e.: Regional Wage Adjustment Letter of Understanding (page 67 2002-2005 C/A) such as a branch that has Continuous Shifts (i.e.: Oil sands or Ekati) they will receive all the premiums, bonuses and higher rates of pay for apprentices in those branches.

LETTER OF UNDERSTANDING**Reference: For Continuous Shifts**

This constitutes a Letter of Understanding between Finning (Canada) A Division of Finning International Inc. and the International Association of Machinists and Aerospace Workers, Local Lodge 99.

This agreement only applies to branches where a continuous shift Letter of Understanding does not exist.

The parties recognize that certain circumstances, may warrant continuous shift hours of work, working 12 hours per day and with equal number of days on as days off. A continuous shift would be a shift configuration to either satisfy customer requirements where the customer operates twenty-four (24) hours per day, seven (7) days per week, less scheduled maintenance, if applicable or to allow for increased shop utilization and provide flexible work schedules for Employees.

Guidelines for this shift are listed below:

Customer Sites:

1. (A) The Union will be provided with any shift requirements on a customer site in writing as soon as the Employer is aware of the customer request. The explanation will include a contractual commitment on a customer's site. The Union will meet with the Company to discuss the circumstances and agree upon terms and conditions that will address the needs of the situation in a timely fashion.
- ~~1. This shift may be used where the Employer engages in a contractual commitment where the majority of the work would take place on the customer's site. Where this is not so, an appropriate explanation will be discussed and mutually agreed upon with the Union prior to implementation of any shift.~~
- (B) The classifications required to fulfil the contract will be included in the notification to the Union.
- (C) All positions will be posted and the shift configuration will be explained on the posting.

Finning Shops / Facilities:

2. (A) Mutual agreement between the Union and the Employer will be required prior to any shift implementation. The Union will reasonably consider all requests by the Employer to add new or different shifts.
- (B) The Employer will outline any new shift configuration in writing, which will include the business rationale for requiring the continuous shift. The Union will meet with the Employer to discuss the requirements and terms and conditions.
- (C) The classifications requested and areas of the business will be included in the business case submitted to the Union.
- (D) All positions will be posted and the shift configuration will be explained on the posting. Where shift configurations may need to be changed, mutual agreement between the Employer and the Union will be required prior to the establishment of a different shift configuration.
- ~~2. The classifications required to fulfil positions for the contract will be discussed and mutually agreed upon with the Union.~~
3. The continuous shift premium as outlined in Schedule "D" of the current Collective Agreement will apply to all shift Employees for all hours worked. These premiums allow for working scheduled shifts in excess of eight (8) hours per day and Saturday and Sunday at straight time rates up to a maximum of 2080 hours per year.
4. The shift schedule shall result in an averaging above forty (40) hours per week. 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 overtime at the base (including RWA) rate for that shift worked per day. Any deviations will be noted in the Letter of Understanding for that shift / site (i.e. Ekati).
5. The calculation for entitlement to vacation, sick leave, other benefits etc. will be made using an hourly equivalent; e.g. vacation, if entitled to 2 weeks vacation X 40 hours = 80 hours equivalent; sick leave, if entitled to 10 days X 8 hours = 80 hours equivalent, etc. It is intended that Employees neither gain nor lose any benefit entitlement while working on a continuous shift.
- ~~6. Shift configurations will be established by the Employer and be explained on the posting. Where shift configurations may need to be changed, mutual agreement between the Employer and the Union will be required prior to the establishment of a different shift configuration.~~
- ~~7.6. Through mutual agreement between the Union and the Company an Employee can return to the shop from this shift.~~

LETTER OF UNDERSTANDING**Reference: Twelve-Hour Shift Agreement for Municipality of Wood Buffalo, Oil Sands Operations:**

Nothing in this Letter of Understanding shall be construed as altering the existing terms and conditions of the Collective Agreement. This Letter of Understanding is specific to Employees in the Oil Sands/Wood Buffalo Region. It is recognized by the ~~Company~~Employer and the Union that in order to enhance service to our customers in the Oil Sands/Wood Buffalo Region there is a need to provide continuous coverage. In that regard, the parties agree as follows:

Employees employed in the Oil Sands/Wood Buffalo Region operations will receive the Oil Sands Rates, as per Schedule "A" and Regional Wage Adjustment as per the Regional Hourly Wage Adjustment Letter of Understanding within the Collective Agreement.

The Continuous Shift Premium as outlined in Schedule "D" will be ~~\$3.25 per hour~~ paid for all hours worked – application is restricted to the Employees covered by this Agreement in the Municipality of Wood Buffalo.

A Nightshift Premium as outlined in Schedule "D" of ~~\$3.00 per hour~~ will be paid while working ~~between the hours of 7:00 p.m. and 7:00 a.m., or~~ the hours recognized as the nightshift, depending on actual shift start/stop times.

1. Shifts:

The twelve (12) hour shift scheduling formats will apply as follows:

A) Customer Sites

Employees working at a customer site will be assigned schedules based on customer needs.

Schedules will follow one of the scheduled formats below:

- (A) 7 days on and 7 days off, 14 days on and 14 days off; OR as outlined in a Letter of Understanding specific to a customer site (i.e. Kearl)
 (B) ~~6 days on and 6 days off and 12 days on and 12 days off.~~

The facility/site shift schedule will be included on all postings. However, Employees will also be advised that shift schedules may change upon customer request and or workload.

B) Finning Operations

Employees working in Finning shops, parts and service will be scheduled as follows:

- (A) All Field: 6 on and 6 off, in order to comply with National Safety Code (NSC) regulations;
 (B) Town Shop / Power Systems: ~~6 on and 6 off and/or 12 on and 12 off~~ 7 on and 7 off, 14 on and 14 off (as well as Grandfathered 12 on and 12 off);
 (C) Mildred Lake: 7 on and 7 off and/or 14 on and 14 off.
 (D) Fort McKay: 7 on and 7 off and/or 14 on and 14 off.

The facility/site shift schedule will be included on all postings. If other scheduling formats are necessary they will be developed in advance through discussion between the ~~Company~~Employer and the Union. The Union will reasonably consider all requests by the employer to add new or different shifts. Prior to implementation a minimum of 30 days' notice will be given to Employees.

A list of Employees requesting a different shift option will be kept by Human Resources. When openings are available on that shift within a facility, internal Employees will be given preference, in seniority order, over external new hires.

Employees listed in the top 10% of the seniority list (as per Article 4.08) have the option of working "twelve (12) hour dayshifts" on the shift schedule of their branch.

Straight day positions identified by the ~~Company~~Employer will be posted.

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, or the nearest start/stop times to the above.
- b) The twelve (12) hour shift schedule requires an equal number of days on followed by days off.
- 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 first twelve (12) hour shift times will begin between the hours of ~~6:00~~5:30 a.m. and 8:00 a.m., and the second shift will begin between the hours of ~~6:00~~5:30 p.m. and 8:00 p.m.

4. STATUTORY HOLIDAYS:

~~Statutory holidays are recognized as normal days of work.~~ All holidays currently in the Collective Agreement will be taken as follows:

- a) When a Statutory Holiday falls on an Employee's scheduled day off, the Employee shall be paid twelve (12) hours at their hourly rate for the holiday and these hours will count as eight (8) hours worked towards the work week.
- b) When a Statutory Holiday falls on an Employee's normally scheduled workday and the Employee is not scheduled to work, the Employee shall be paid twelve (12) hours at his hourly rate.
- c) When the Employee works a Statutory Holiday, he shall receive twelve (12) hours pay at his regular hourly rate, and in addition, shall be paid double time his hourly rate for all hours worked that day.

5. REST BREAKS:

For twelve (12) hour shifts, an Employee shall commence and cease his/her shift at the designated stopping time and place. The Employee shall be provided with three (3) paid lunch/rest periods (2 x 15 minutes and 1 x 30 minutes) at the Employee's designated lunch place between the third (3rd) and fifth (5th), the fifth (5th) and the seventh (7th), and the eighth (8th) and the tenth (10th) hours of the shift. The total lunch/rest period shall not exceed 60 minutes. Flexibility in scheduling rest breaks may be necessary to meet urgent customer needs.

6. OVERTIME:

The twelve (12) hour shift schedule shall result in an average above forty (40) hours per week. An Employee working on such a schedule shall be paid eleven and one-half (11 ½) hours straight time, and one-half (½) hour overtime at the base rate for that shift worked.

The appropriate overtime rates will apply for all hours worked on a regularly scheduled day off. ~~(i.e.: time and one half).~~

~~Double time will be paid for all hours worked on a day off on Sunday or on statutory holidays.~~

Double time will be paid for all overtime hours worked on a Sunday or on a Statutory Holiday.

7. OVERTIME MEAL:

When Employees are required to work extended hours in excess of thirteen (13) the Employee will be eligible to claim ~~\$15.00~~ \$20.00 in lieu of a meal and beverage.

8. CHANGE OF SCHEDULE AND SHIFT:

A minimum of one full shift schedule's notice shall precede the effective date of any permanent changes to Employee schedules. Employees will only be given notice of a schedule and/or shift change on scheduled days on and every attempt will be made to keep Employees on the same shift schedule wherever possible. All reasonable incremental costs incurred to change flights due to temporary or permanent schedule/shift changes, initiated by the employer, will be reimbursed by the employer, for up to three (3) shift schedules, if required with receipts.

Employees temporarily reassigned due to workload, increase or decrease, to another shift schedule shall be give seven (7) days notice, prior to a change in schedule, as per Schedule B. If 7 days is not provided, overtime will be paid for the days less the appropriate notice.

9. RATES OF PAY: As per Schedule A – Oil Sands

~~Journeyman Parts Employees working on a customer site will receive 6% above Journeyman A #1 rate of pay. They will not be eligible for the Field Bonus Premium.~~

10. Temporary transfers will receive the Oil Sands rates as outlined herein. Temporary transfers from another branch are not eligible for the Regional Hourly Wage Adjustment and Housing Allowance.
11. Bereavement leave will be calculated on a twelve (12) hour basis to a maximum of sixty (60) hours. Qualification remains as per the Collective Agreement.
12. Vacation time shall be converted to an hourly entitlement (e.g. each week vacation entitlement equals forty (40) hours) and will be taken off in blocks of hours at twelve (12) hours per day (e.g. 6 on / 6 off requires seventy-two (72) hours vacation entitlement). Outside of July and August, Employees may take the same number of twelve (12) hour vacation days as they would have received on eight (8) hour days (e.g. two (2) weeks vacation entitlement provides ten (10) work days absent from a twelve (12) hour schedule). Pay for this option can be supplemented with banked overtime, subject to approval, which will not be unreasonably denied. For Example, Employees on 12 in / 12 off with less than four (4) weeks vacation can take a full work block off provided they use all vacation entitlement at once. Vacation pay entitlement will be based on forty (40) hours per week. Normal vacation approval processes will apply to this section.

13. Twelve (12) hours per day will be paid while on sick leave or disability and be governed by Article 15.03.

Delete Chart contingent upon CBA change

The following scales of benefit are applied each time a claim is made. The scales cover a maximum of fifty three (53) working days in a one hundred and five (105) calendar day period.

LENGTH OF SERVICE	NUMBER OF FIRST WORK DAYS NOT PAID	WORK DAYS AT FULL PAY	WORK DAYS AT % OF PAY
0-3 Mths	EI benefits only during probationary period		
3 Mths-1 Yr	3	2	48-75%
1-2 Yrs	2	12	39-75%
2-3 Yrs	1	20	32-85%
3-5 Yrs	0	38	15-90%
5+ Yrs	0	53	N/A

14. Travel Allowance Inconvenience Pay (ICP):

- (a) \$35.00 for each day of work shall be paid to Employees who ride the bus from Fort McMurray to Suncor; \$35.00 for each day of work shall be paid to Employees who travel from PTI Camp (Athabasca and/or Beaver River Lodge) to Suncor.
- (b) ~~\$35.00~~ \$45.00 for each day of work shall be paid to Employees who are required to travel with the use of their personal vehicle from Fort McMurray to the Mildred Lake shop and back unless transportation is supplied. In addition, ~~\$35.00~~ \$45.00 travel allowance pay Inconvenience Pay shall also be paid for unscheduled call-outs from Fort McMurray to the Mildred Lake shop.
- (c) Employees travelling from Fort McMurray to a-any permanent worksite North of Mildred Lake will receive Inconvenience Pay of ~~\$50.00~~ \$55.00 per day for each day worked on site.
- (d) ~~Aurora—Any new Employees to Aurora will receive the above upon ratification, current Employees will transition from one (1) hour overtime pay to the above on May 1, 2012.~~
- (d) Kearl site – Employees travelling to and from the Kearl site to camp will Inconvenience Pay of \$35.00 per day until such time that the onsite camp at Kearl is available. **Without prejudice to the existing Arbitration.**
- (e) Any new site added to the oilsands region will follow this LOU.

15. When a travel delay occurs due to RCMP road closures or mechanical issues on Finning supplied transportation, the Employer will review any impact on a case by case basis.

16. The Union and the ~~Company~~ Employer will meet as required to discuss any issues that arise.

17. Camp Accommodations

- (A) Journeypersons and Apprentices will be eligible to live in the Camp Facilities provided by the Employer at no cost. In addition, camp rooms may be open to non-journeyman hourly employees who have not previously or are not currently residing in Fort McMurray, upon management discretion and availability.
- (B) Employees residing in camp may be subject to taxable benefits costs for provided Camp Facilities as determined by Canada Revenue Agency guidelines.
- (C) A thirty (30) day notice period is required if an Employee wishes to leave the camp. The notice shall be provided in writing to the Camp Co-Coordinator.
- (D) As openings in the camp occur, vacancies for current Employees will be filled on a seniority basis dependent on availability.
- (E) No bumping for camp accommodations will take place. Should a senior employee wish to enter the camp they will be eligible to do so upon the next room availability.
- (F) Employees staying in currently provided camp situations, with the exception for those noted in #14 above, will not receive Inconvenience Pay. Any changes to camp accommodations, I.E.: distance/time from camp to worksite, which negatively impact Employees will be discussed and agreed to by both parties.
- (G) All Employees staying in the Camp will receive the Regional Wage Adjustment, however, Employees will not receive the Location Allowance. However, where camp accommodations are compulsory and the Employee continues to maintain a permanent residence in Fort McMurray, they will be eligible to receive the Location Allowance.
- (H) Finning (Canada) will provide transportation to and from work and the camp daily where required, and for overtime days as well.

- (I) All Employees staying in the Camp will be subject to all rules and regulations of the Camp provider.
- (J) If an Employee is removed through no fault of their own from a Customer Site Camp, the Employee will be provided alternative camp accommodations.
- (K) The Employer and the Union agree to meet on a quarterly basis (or sooner if required by either party) to discuss any issues arising out of the Camps

Scenario Tables for Application of Statutory Holidays: 12 hours STAT Pay - 8 Hours Credit to Workweek

<u>7 x 7 Shift</u>	<u>Day 1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>
<u>S/T</u>	<u>11.5</u>	<u>11.5</u>	<u>11.5</u>	<u>11.5</u>	<u>11.5</u>	<u>11.5</u>	<u>3.5</u>	<u>OFF</u>	<u>OFF</u>	<u>OFF</u>	<u>OFF</u>	<u>OFF</u>	<u>12 Hrs Stat Pay</u>	<u>Off</u>
<u>O/T</u>	<u>0.5</u>	<u>0.5</u>	<u>0.5</u>	<u>0.5</u>	<u>0.5</u>	<u>0.5</u>	<u>8.5</u>						<u>STAT Pay</u>	

<u>10 x 10 Days</u>	<u>Day 1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>	<u>16</u>	<u>17</u>	<u>18</u>	<u>19</u>	<u>20</u>
<u>S/T</u>	<u>11.5</u>	<u>11.5</u>	<u>11.5</u>	<u>11.5</u>	<u>11.5</u>	<u>11.5</u>	<u>11.5</u>	<u>11.5</u>	<u>11.5</u>	<u>3.5</u>		<u>OFF</u>	<u>12 Hrs Stat Pay</u>	<u>Off</u>	<u>Off</u>	<u>Off</u>	<u>Off</u>	<u>Off</u>	<u>Off</u>	<u>Off</u>
<u>O/T</u>	<u>0.5</u>	<u>0.5</u>	<u>0.5</u>	<u>0.5</u>	<u>0.5</u>	<u>0.5</u>	<u>0.5</u>	<u>0.5</u>	<u>0.5</u>	<u>8.5</u>	<u>5.0</u>		<u>STAT Pay</u>							

<u>10 x 10 Nights</u>	<u>Day 1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>	<u>16</u>	<u>17</u>	<u>18</u>	<u>19</u>	<u>20</u>
<u>S/T</u>	<u>11.5</u>	<u>11.5</u>	<u>11.5</u>	<u>11.5</u>	<u>11.5</u>	<u>11.5</u>	<u>11.5</u>	<u>11.5</u>	<u>11.5</u>	<u>3.5</u>	<u>OFF</u>	<u>OFF</u>	<u>12 Hrs Stat Pay</u>	<u>Off</u>	<u>Off</u>	<u>Off</u>	<u>Off</u>	<u>Off</u>	<u>Off</u>	<u>Off</u>
<u>O/T</u>	<u>0.5</u>	<u>0.5</u>	<u>0.5</u>	<u>0.5</u>	<u>0.5</u>	<u>0.5</u>	<u>0.5</u>	<u>0.5</u>	<u>0.5</u>	<u>8.5</u>			<u>STAT Pay</u>							

<u>Sick Time for the Entire "Days On" Period = No Stat Hours Counted</u>
<u>Sick or Vacation on Last Day of "Days On" = 8 hours stat will be applied to another regular work day</u>
<u>Vacation - 12 Hours per day Taken = 8 hours will be applied to the next regular work day (even if in the next rotation)</u>
<u>Vacation - 8 Hours per day Taken = No Stat Hours Counted</u>
<u>6 x 6 shift, 14 x 14 shift would apply the same as above.</u>

LETTER OF UNDERSTANDING

Reference: Letter of Understanding – Oil Sands/Wood Buffalo Operations - Amendment
Remove from Collective Agreement

LETTER OF UNDERSTANDING**Reference: Ekati Mine Operation**

This Agreement deals with the specific conditions and adds to and modifies the Collective Agreement for those Employees who are employed to work on site at the Ekati Diamond Mine.

1. The Employees assigned to work at the mine site will be on a separate seniority list.
2. The shift schedule for the site will be 2 weeks in / 2 weeks out working twelve (12) hour shifts based on the Agreement with the NWT government. Overtime rates will apply to all hours worked beyond the one hundred and sixty (160) hours in a four (4) week schedule. There may be an opportunity to work other shifts as agreed between the union and management.
3. Employees living in the Northwest Territories and working at ~~Br 55 the Ekati site~~ will receive the Yellowknife location allowance. All Employees working at the Ekati Mine Site will receive the Regional Hourly Wage adjustment of 15%.

All Employees who live in the NWT will receive a ~~\$250.00~~\$300.00 per month fuel subsidy per household and will be entitled to one trip out per year per family member to a maximum of \$750.00 per family member (taxable).

Ekati Employees who reside in NWT locations, including Inuvik, shall receive a location allowance of ~~\$650.00 / month~~\$700.00 / Month.

The current practice for all Field Employees working at Ekati with respect to the provision of CSA approved winter footwear will not be altered as a result of the new article 11.06 of the Collective Agreement.

4. The marshalling points will be Yellowknife, Hay River and Edmonton. ~~Any Employee who lives in Hay River will be provided with flights to the marshalling point.~~ All other Employees will report to the marshalling points at their own expense. All Employees working at the Ekati Mine Operation will be provided flights to and from the marshalling points at no charge to the Employee. In the event that the Customer terminates this program the Employer shall provide immediate notice to the Union and Employees. The Employer will allow for a flight expense to be claimed to a maximum amount of \$250 each way for a period not to exceed 90 days.
5. Travel time paid at straight time rates will be provided for as follows: Edmonton to Yellowknife – 2.5 hours; Hay River to Yellowknife – 1-hour; Yellowknife to Ekati – 2 hours. Return time will be the same. Any Employee travelling beyond Edmonton, the Edmonton travel time shall apply.

Temporary Employees to Ekati will have their full travel time paid as per Article 15 for the first trip in and last trip out. All trips in between will be paid as per above.

6. When weathered into site, Employees will be paid ~~0/F~~at applicable Overtime rates for extra hours worked in excess of the Overtime Averaging Permit. When weathered out at the marshalling points in Yellowknife, Hay River and Edmonton or the origin of the ~~BHP-Ekati~~Customer paid for ~~charter~~ flight, meal and accommodation expenses, if needed, will be paid by the Employer. The Employee will be paid their straight time hourly rate for the normal shift schedule of that particular day based on the flight manifest, up to a maximum of twelve (12) hours per day (including the travel time). This time will be classified as time worked. Employees who are weathered in at the site are paid for time worked as per the Collective Agreement to a maximum of twelve (12) hours per day.

All reasonable incremental costs incurred to change flights due to weather/mechanical delays will be reimbursed by the employer, including one (1) days accommodation and meals, if required.

7. All statutory holidays worked will count as twelve (12) hours worked towards the work week. All statutory holidays not worked will be paid at twelve (12) hours and will count as eight (8) hours worked toward the work week.
8. Employees will be paid the appropriate overtime rates for working on a statutory holiday as per the Collective Agreement.
9. Vacation time will be converted to hour entitlement and they will have the option of taking vacation in blocks of hours vs. weeks (1 week vacation time = 40 hours) The parties recognize the distinct nature of working at this remote site on a continuous shift arrangement. As a result the parties agrees that Employees may have the opportunity of utilising their vacation time on their 2 weeks out time. This option must be discussed and agreed upon with the manager in advance of utilising the opportunity. This time will not count as time worked for the purposes of applying overtime for the shift schedule. A request form must be signed off by the Employee and the manager.

Vacation weeks can be taken as weeks paid at forty (40) hours or eighty four (84) hours in a one-week period.

~~The entitlement~~ Employees are entitled to a minimum of two (2) weeks continuous vacation during prime vacation months of June, July, August and September.

The Employer may limit the exercise of the entitlement to 25% of the crew on any shift compliment. For example at the current time Crew "A" has a compliment of fourteen (14) mechanics on day shift and fourteen (14) mechanics on night shift. Crew "B" also has fourteen (14) mechanics on day shift and fourteen (14) mechanics on night shift. The vacation entitlement of 25% of the crew means that seven (7) of the "A" crew may be away on vacation during any two (2) week period and similarly seven (7) of the "B" crew. Over the June to September prime vacation period on the above crew compliment fifty six (56) mechanics shall be entitled to a minimum two (2) weeks continuous vacation during June to September prime vacation period. The 25% limit shall be calculated separately for the Parts Personnel, Tool Crib, Welders, and Powerhouse Operators (Mechanics and Electricians). Where the number of Employees in the crew is 4 or less, 1 Employee may exercise their vacation entitlement at a time.

10. Those Employees assigned on a permanent basis to the Ekati site will receive an isolation travel allowance while working at the mine. The allowance of \$1.00 per hour will apply to Employees who have completed their probationary period and will be paid twice per year. The payment will be made in November and May of each year and will be made on a separate deposit and an explanation of how it is calculated will be provided.
11. Lead hand rate will be provided to Employees covering for temporary periods.
12. Twelve (12) hours per day will be paid while on sick leave or STD counting towards 160 hour total while on site. If an Employee becomes sick or injured while off site, all hours will be paid twelve (12) hours/day at straight time rates, and will not count towards 160 hour total.
13. Bereavement will be paid at twelve (12) Hours/_Day as per 15.04.
- ~~14.~~ ~~The current commercial relationship with BHP includes Charter Flights from Edmonton to Yellowknife and return at no cost to the Employee. In the event that BHP discontinues their provision of flights at no cost, Finning shall provide 60 days' notice to the union and Employees that the flight program will terminate.~~
- ~~15.~~14. It is understood by both parties that all future tool room attendants and apprenticeship positions will be deemed "northern hire" positions and filled from residents of the Northwest Territories only.
- ~~16.~~15. The ~~company~~Employer agrees that the ~~Heavy-duty Apprenticeship~~Heavy Equipment Technician Apprentice and ~~Mechanic Journeyman Heavy Equipment Technician~~ layoff classifications are combined for ~~Branch 55—the~~ Ekati site only.
16. A Travel Allowance for a portion of airfare, parking and meals will be processed based on the legislated tax deductions for any given year. Employees will be expected to evidence "reasonable" expenses in transit from home to Edmonton (Hay River). This allowance is reflected on an Employees pay stub under gross pay, but is not part of an Employee's taxable income.
17. **CHANGE OF SCHEDULE AND SHIFT:**
A minimum of one full shift schedule's notice shall precede the effective date of any permanent changes to Employee schedules. Employees will only be given notice of a schedule and/or shift change on scheduled days on and every attempt will be made to keep Employees on the same shift schedule wherever possible. All reasonable incremental costs incurred to change flights due to temporary or permanent schedule/shift changes, initiated by the employer, will be reimbursed by the employer, for up to three (3) shift schedules, if required with receipts.
Employees temporarily reassigned due to workload, increase or decrease, to another shift schedule shall be give seven (7) days notice. If 7 days notice is not provided, overtime will be paid for the days less the appropriate notice to a maximum of two (2) days.
- ~~17.~~18. The parties agree to meet to discuss and resolve any issues that have not been anticipated herein.

SCHEDULE "A"**WAGE CATEGORIES – EKATI SITE****Update All Dates to Reflect Term of Collective Agreement****Update All Wage Rates to Reflect Term of Collective Agreement****CERTIFIED TRADES SERVICE DEPARTMENT**

		<u>Including 15% RWA</u> <u>(For information purposes only)</u>
Field Servicepersons - HE Mechanics, Welders, Power Generation Electricians		
<u>Mechanical Trades</u>		
<u>Leadhand</u>	<u>45.18</u>	<u>Rate + 15%</u>
<u>Journeyperson Heavy Equipment Technician</u>	<u>43.09</u>	<u>Rate + 15%</u>
<u>Heavy Duty Equipment Mechanic (Off Road)</u>	<u>41.70</u>	<u>Rate + 15%</u>
<u>Probationary</u>	<u>41.56</u>	<u>Rate + 15%</u>
<u>Journeyman Welder, Power Generation Electrician</u>		
<u>Journeyman</u>		<u>Rate + 15%</u>
<u>Probationary</u>		<u>Rate + 15%</u>
<u>Apprentice Electrician, Mechanic</u>		
<u>4th Year</u>		<u>Rate + 15%</u>
<u>3rd Year</u>		<u>Rate + 15%</u>
<u>2nd Year</u>		<u>Rate + 15%</u>
<u>1st Year</u>		<u>Rate + 15%</u>
<u>Apprentice: Welder</u>		
<u>3rd Year</u>		<u>Rate + 15%</u>
<u>2nd Year</u>		<u>Rate + 15%</u>
<u>1st Year</u>		<u>Rate + 15%</u>
<u>Tool Room Attendant</u>		
<u>Class A</u>		<u>Rate + 15%</u>

PARTS DEPARTMENT TRADES

Categories	#1	<u>Including 15% RWA</u>
<u>Leadhand</u>	<u>39.79</u>	<u>Rate + 15%</u>
<u>Journeyman A</u>	<u>37.86</u>	<u>Rate + 15%</u>
<u>Journeyman B</u>	<u>36.51</u>	<u>Rate + 15%</u>
<u>Probationary</u>	<u>33.76</u>	<u>Rate + 15%</u>
<u>Parts Apprentice</u>		
<u>3rd year</u>	<u>32.15</u>	<u>Rate + 15%</u>
<u>2nd year</u>	<u>28.41</u>	<u>Rate + 15%</u>
<u>1st year</u>	<u>24.62</u>	<u>Rate + 15%</u>

Parts Department Categories

1. Instore / Counter sales, Service Supply Clerk 1.

LETTER OF UNDERSTANDING (Remove)

Reference: Alternative shift schedule

- ~~2. The parties recognize that certain circumstances, business conditions or customer needs may warrant a change to hours of work.~~
- ~~3. The Company shall provide an explanation to the Union of the reasons for the requested change.~~
- ~~4. The Union will meet with the Company to discuss the circumstances and shall endeavor to agree upon terms and conditions that will address the needs of the situation.~~
- ~~5. Any such arrangement agreed upon shall be without prejudice/precedent.~~

CHANGE OF ADDRESS

All members must notify the Union office of any change of address to:

International Association of Machinists and Aerospace Workers Local Lodge 99
Suite 101, 10471 – 178 Street
Edmonton, Alberta
T5S 1R5
Telephone: (780) 414-1499 or (866) 799-7799

Or alternatively at: <http://www.iamaw99.ca>

**LETTER OF UNDERSTANDING
BETWEEN
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
LOCAL LODGE 99 (the "Union")
And
~~FINNING CANADA A DIVISION OF~~ FINNING INTERNATIONAL INC
(Finning)
90-02
RE: Finning Parts Express**

There are approximately 20 drivers in total operating trucks that pick up and deliver at Finning/Angus operations.

These drivers will perform work coincident with the loading and unloading of the vehicles. This does not include handling individual parts in and out of bins.

We agree to pay one (1) hours pay (\$12.15 per month) to each Union at the current B.C. labour rate for the twenty drivers per month commencing January 1, 1991.

They will also receive a letter if required confirming by the Machinists Union that they are recognized carriers of Finning material.

**LETTER OF UNDERSTANDING
BETWEEN
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
LOCAL LODGE 99 (the "Union")
And
FINNING INTERNATIONAL INC
(Finning)
92-01
RE: Contractor Dues**

The Employer agrees to collect and pay to the Union any dues, equivalent from any contractors doing work on Finning Ltd. Premises.

This letter is outside of the Collective Agreement and does not form part of it.

LETTER OF UNDERSTANDING
BETWEEN
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
LOCAL LODGE 99 (the "Union")
And
FINNING INTERNATIONAL INC
(Finning)
06-12
RE: WORKING OUT OF CANADA

In an effort to enhance customer service in the International Market place, the Parties agree without prejudice or precedent to other similar and/or identical matters to the following provisions for Journey person Heavy Duty Technicians who accept international assignments:

- 1) Journey person Heavy Equipment Technicians will be paid ~~Journey person~~ Heavy Equipment Technician field rate while on assignment.
- 2) The Working out of Country Allowance will be applied for any work outside of Canada. This allowance will be paid at \$120 /day for all days out of the country. This allowance will not attract any premiums.
- 3) Prior to any employee leaving on assignment the branch manager will make reasonable effort to determine the Working & Accommodation Conditions at the customer site. From the information provided by the customer a determination as to Normal and Extreme change-out will be applied. Employees will be made aware of expected Working & Accommodation Conditions for the assignment. Upon arrival at the assignment, if the Working or Accommodation Conditions are not as expected, the employee is required to contact their Branch Management and provide the details of the Conditions. Management will be responsible for initiating a discussion with the customer and determining if the Extreme Conditions Charge out Rate for the assignment is applicable.
- 4) The Extreme Conditions Allowance will be applied for any work outside of Canada where extreme conditions exist. Extreme Conditions may include: Political Unrest (as defined by the International SOS Benefit website, www.internationalsos.com), Travel with Military Guard, and Poor Accommodations and/or Poor mode of Transportation (as assessed by Finning (Canada) shown through the charge out rate of the Extreme Conditions Rate Sheet). The Extreme Conditions Allowance will be paid at **\$240/day** for all days where the extreme conditions exist. This allowance will not attract any premiums, and is not pensionable.
- 5) Employees will be on a 12 hour/day 7 days/week shift schedule for the length of the assignment. Monday to Friday will be paid as 8 hour regular time and 4 OT, Saturday will be paid as 12 hours OT and Sunday will be paid as 12 hours double time OT. All stats will be paid at triple time (as per article 7.02 of the C/A).
- 6) Employees on International Assignment will have access to the International SOS Benefits program. An International SOS access card will be supplied prior to travel. Contact HR Business partner for details.
- 7) All expenses incurred on assignment will be submitted to Finning (Canada) for repayment. Expenses should be submitted by email /fax every four weeks (technician's discretion) and paid upon submission. Expense reports will be audited against the employee's receipts upon return to Canada. Any adjustments to the expense reports will be made at that time. The employee will be reimbursed for certain gratuities without receipt, provided an explanation is made about where and to whom they were paid.
- 8) All assignments will be on a volunteer basis.
- 9) The employee will submit time cards on a weekly basis, by email or fax. In situations where it is not possible to submit a timecards for the week, the employee will be required to submit two weeks time cards the following week.
- 10) Upon returning to Canada, all Employees will be required to take a recover/rest period prior to returning to work. The length of time off will be discussed between the employee and their supervisor and agreed to by Branch Management at their branch. This time will be unpaid; however banked time and/or vacation time may be used.
- 11) This LOU is effective as of the date signed.

The Parties will meet as required to discuss any issues that arise.

**LETTER OF UNDERSTANDING
BETWEEN
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
LOCAL LODGE 99 (the "Union")
And
~~FINNING CANADA A DIVISION OF~~ FINNING INTERNATIONAL INC
(~~Finning~~ the "Employer")
08-04
RE: Employees Moving**

Nothing in this letter of understanding shall be construed as altering the existing terms and conditions of the collective agreement except as specified below.

This letter of understanding is specific to the transition of Edmonton Employees affected by Finning (Canada) moving the New Equipment Prep and Used Equipment Prep to Red Deer, and moving the Rental Division Shop to the old used Equipment Shop and any Employees affected by the Ag move or CCE move to Medicine Hat.

The parties hereby agree to the following:

1. Edmonton Employees, who are placed in a different classification with a lower rate of pay, will have their wage rate grandfathered until such time as they vacate that position. Edmonton Employees, who have been placed in a different classification due to this transition, will be placed back in their original position should the ~~Company~~ Employer determine that their original classification of work is required on a permanent basis.
2. Edmonton Employees, who post for and acquire a position of a higher rate of pay, will be placed in that position with that appropriate rate of pay and will move to that classification for the purposes of layoff.
3. All Edmonton Employees currently being accommodated will continue to be accommodated even if they have to be moved to other work. And they too will keep their grandfathered status as well
4. All Edmonton Employees, who received retention and relocation monies, will be subject to a two (2) year payback instead of the required three (3) year payback.
5. All ticketed Journeypersons who are transitioned to different branches, will be placed at the same pay rate and layoff classification that they are currently in.
6. All Edmonton Employees affected by this transition will continue to remain on the greater Edmonton Seniority list.

LETTER OF UNDERSTANDING
BETWEEN
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
LOCAL LODGE 99 (the "Union")
And
FINNING INTERNATIONAL INC
(Finning)

08-10

RE: 10 HOUR SHIFT (AFTERNOON) SHIFT AGREEMENT FOR RED DEER BRANCH 85, 89, 87 AND 65 FACILITIES D31, D39, D40, D41

The parties agree that a 4 day 10 hour shift schedule may be worked in the Red Deer Branch as listed above on the following basis.

This agreement will commence on Monday June 23, 2008.

1) **Hours of Work and Shift Times**

This afternoon shift will consist of Monday to Thursday, 10 hour shift.

2) **Statutory Holidays**

- a) When a statutory holiday falls on an Employee's scheduled day off it shall be taken either the day before or the next scheduled work day. The day will be mutually agreed by the parties and communicated to the members sixty (60) days prior the stat day.
- b) When a statutory holiday falls on an Employee's scheduled workday and the Employee is not required to work the stat day, the Employee shall be paid ten (10) hours at his hourly base rate.
- c) When the Employee works a statutory holiday, he shall receive ten (10) hours pay at his regular rate, and in addition, shall be paid double time his hourly rate for all hours worked that day.
- d) For ten (10) hour shift workers, statutory holidays as listed in the Collective Agreement shall be observed.

3) **Rest Breaks**

The Employee shall be provided with three (3) paid ~~ten (10)~~ **fifteen (15)** minutes rest periods and one (1) thirty (30) minutes unpaid lunch period. ~~The total lunch/rest period shall not exceed sixty (60) minutes.~~

4) **Overtime**

The normal workday consists of 10 hours straight time. Hours worked in excess of the 10 straight time hours per day will be paid at applicable overtime rate. The normal work week will be 4 consecutive 10 hour afternoon shifts.

5) **Vacation**

The Employee may choose to have vacation paid at straight time rates for 10 hours per vacation day for a total of 40 paid hours per week when on vacation or as per the Collective Agreement.

6) **Sick Time**

Sick time will be paid at 10 hours straight time per day of sick leave as per the Collective Agreement. STD will be paid as per the Collective Agreement and STD plan, based on 40 hours.

All other conditions of employment are as per the Collective Agreement

LETTER OF UNDERSTANDING
BETWEEN
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
LOCAL LODGE 99 (the "Union")
And
FINNING INTERNATIONAL INC
(Finning)
08-12
ThinkBIG and FINNTech Programs

The Think BIG and FINNTech Programs are intended to supplement the traditional apprenticeship program. ~~however these programs may be expanded over time while still providing current employees opportunities to enroll however~~ These programs may be expanded over time while still providing current employees opportunities to enroll. As a result the number of Think BIG Students hired will not be more than 25% of the total number of registered Apprentices through the process covered by Article 10 of the Collective Agreement as apprentices of the traditional (HET) program.

Grande Prairie Regional College (GPRC) is responsible for and free to accept students into the *ThinkBig program located at the Fairview Campus in Fairview, Alberta*, and to monitor and determine the progress of the students through the Program, including expelling students from the Program. Likewise, Keyano College (Keyano) in Fort McMurray is responsible for and free to accept students into the FINNTech program located in Fort McMurray, Alberta.

Finning will have the discretion, according to its operational requirements to ~~determine~~ provide all students of these programs, where each student will receive their 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.

GPRC, and/or Finning may from time to time find it necessary to ~~provide certain incentives or such bursaries or tool allowance in order to attract the best possible students to the Program. The Union will be advised of these as they are implemented.~~

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

1) The terms of the *ThinkBIG and FINNTech* programs for **current** Finning employees accepted into the program are as follows:

- (A) They will become indentured apprentices, enrolled in the ThinkBig or FinnTech programs.
- (B) They will be entitled to the provisions outlined in Article 10, ~~not including the living subsidy,~~ and all other terms and conditions of the Collective Agreement, ~~not including the living subsidy.~~
- (C) While engaged in their work experience terms will be paid first year apprentice rate in their respective locations, including any applicable regional wage allowance for the first four (4) work terms. Apprentices will be paid the second year apprentice rate for their final, fifth (5) work term. Should an Employee enter a program from an existing higher paid position Clause 10.05 of the collective agreement will apply.
- (D) Current employees (including those on layoff) who qualify based on program requirements will be accepted into the programs within twelve (12) months.
- (E) Should the Employee require any academic upgrading to enter the programs the Employer will assist in getting whatever courses are necessary to facilitate entry to those programs.

2) The terms of the *Think BIG and FINNTech* programs for **external** applicants accepted into the program are as follows:

- (A) ~~Students~~ External Applicants will be hired on and indentured as Apprentices, ~~not current employees,~~ if enrolled in the *ThinkBIG or FINNTech* Programs;
- (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;
- (A)(C) ~~While~~ engaged in their work experience terms ~~and~~ will be paid the same hourly rate as first year apprentices in their respective locations, including any applicable regional wage allowance for the first four (4) work terms. Apprentices will be paid the second year apprentice rate for their final, fifth (5) work term;
- (B)(D) ~~Should they be expelled by the program, their employment will be terminated, with no access to the grievance procedure;~~ 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.

(A) ~~The Students while engaged in their work experience terms shall be treated as temporary employees for each successive term that shall not be longer than three (3) months each.~~

NOTE: Students will not be placed in branches where any permanent employee is on layoff.

(B) ~~_____~~

(C) ~~(a) For greater certainty while engaged in their work terms, Students will be:~~

- i) ~~_____~~ Entitled to work overtime
- ii) ~~_____~~ Paid vacation pay;

- iii) ~~— Paid for statutory holidays; Provided personal protective equipment and coveralls (for which the Students will be responsible, including cleaning);~~
- iv) ~~— Required to pay union dues;~~
- v) ~~— Eligible to apply for postings as outside candidates at the completion of the program.~~

~~(b) Students will not, until they have completed the *Think BIG* Program and been hired:~~

- ~~accrue seniority during their successive terms;~~
- ~~be considered apprentices covered by Article 10;~~
- ~~be eligible for permanent employment status or severance pay;~~
- ~~be eligible for group insurance or pension benefits;~~
- ~~be eligible for boot allowance, first aid certificate premium, , or custom ear plugs.~~

~~In lieu of article 11.09, 11.13a and 11.13b, Students will be loaned tools for use during their work terms, in accordance with current practice.~~

~~Students Employees who have successfully completed the requirements of the *Think Big or FINNTech* Program and who are hired as regular employees of Finning shall be confirmed as Apprentices beginning as Year 2 Apprentices (if not qualified for an even higher level.)~~

~~This Letter of Understanding, unless altered or amended by agreement, will continue unless and until the Finning involvement in the *ThinkBIG or FINNTech* Programs is ended and the enrolled students have completed the program.~~

~~Should any new or similar programs be contemplated by the Employer, the Union will be notified in advance to provide opportunity for consultation and discussion.~~

Should either the ThinkBIG or the FINNTech 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 twenty (120) days prior to implementation. Both parties agree to meet quarterly and discuss issues or concerns that are related to the implementation of this program.

LETTER OF UNDERSTANDING
BETWEEN
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
LOCAL LODGE 99 (the "Union")
And
FINNING INTERNATIONAL INC
(Finning)
08-20

RE: CNRL (CANADIAN NATURAL RESOURCES LTD. HORIZON SITE) IN FORT McMURRAY

~~RE: CNRL (Canadian Natural Resources Ltd) in Fort McMurray.~~

The Parties agree:

- a) Employees can choose to live in town and use the CNRL bus, which will entitle them to all the allowances applicable to Employees living in Ft McMurray as per the collective agreement and the applicable letters of understanding. CNRL provides flights at no cost to the Employee. The marshalling points for these flights are Calgary and Edmonton.
- a)b) The Employees can choose to commute to Ft McMurray in which case Finning will allow for a ~~flight~~ expense to be claimed to a maximum amount of ~~\$160.00~~ \$250 per occurrence one way (\$500 return). Any ~~flight~~ expenses in addition to ~~\$160.00~~ \$250 per occurrence one way (\$500 return) or in addition to a flight concurrent with the start and end of a regular scheduled shift shall be the Employee's responsibility.
- c) This LOU is based upon the current commercial relationship with CNRL which includes Finning compensation for flight expenses. In the event that CNRL discontinues their compensation for flights the Employer shall provide immediate notice to the Union and Employees. The employer will allow for a flight expense to be claimed to a maximum amount of \$250 each way for a period not to exceed 90 days.
- ~~b)d) Remove contingent upon new camp article in CBA This LOU is based upon the current commercial relationship with CNRL which includes camp accommodation at no cost to Finning. In the event that CNRL discontinues their provision of camp accommodation at no cost, Finning shall provide 60 days notice to the Union and membership that the camp program will terminate and the current members in the CNRL camp will be offered the same provisions as outlined in Camp Accommodation Letter of Understanding.~~
- e) ~~The shift rotation at CNRL mine site, as requested by the customer, will be a 7 days on, 7 days off rotation.~~

Nothing in this letter of understanding shall be construed as altering the existing terms and conditions of the Collective Agreement except as specified above.

**LETTER OF UNDERSTANDING
BETWEEN
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
LOCAL LODGE 99 (the "Union")
And
FINNING INTERNATIONAL INC
(Finning)
09-09**

RE: Compressed work week, 10 hours a day 4 days a week for ~~Br. 12~~ Customer Support Center Edmonton

The Parties agree that a 4 day 10-hour compressed work week will be introduced to the current shift schedules in place at ~~Br. 12~~ CSC. On average an Employee will work this rotation once every 15 weeks.

The terms and conditions for Employees scheduled for that week are as follows:

~~This agreement will commence on January 1st, 2010 until the expiration of the current collective agreement, at that time this shift will be reviewed.~~

1) **Hours of work and shift times**

The shift will consist of Monday to Thursday, 10 hour shift

2) **Statutory Holidays**

a) ~~When a statutory holiday falls on the Employee's scheduled day off, the Employee shall be paid ten (10) hours at his hourly base rate for the holiday.~~

When a statutory holiday falls on an Employee's scheduled day off it shall be taken either the day before or the next scheduled work day. The day will be mutually agreed by the parties and communicated to the members sixty (60) days prior the stat day.

b) When a Statutory Holiday falls on an Employee's scheduled workday and the Employee is not required to work that stat day, the Employee shall be paid ten (10) hours at his hourly base rate.

c) When the Employee works a Statutory Holiday, he shall receive ten (10) hours pay at his regular rate, and in addition, shall be paid double time his hourly rate for all hours worked that day.

d) For ten (10) hour shift workers, Statutory Holidays as listed in the Collective Agreement shall be observed.

3) **Rest Breaks**

The Employee shall be provided with three (3) paid ~~ten~~ fifteen (15) minute rest periods

4) **Overtime**

The normal workday consists of ten (10) hours straight time. Hours worked in excess of the ten (10) straight time hours will be paid at on and one half (1 1/2) the straight time rate. The normal work week will be four (4) consecutive ten (10) hour shifts

5) **Vacation**

The Employee may choose to have vacation paid at straight time rates for ten (10) hours per vacation day for a total of forty (40) paid hours per week when on vacation or as per the collective agreement.

6) **Sick Time**

Sick time will be paid at ten (10) hours straight time per day of sick leave as per the collective agreement. STD and LTD will be paid as per the Collective Agreement, and STD and LTD plan based on a forty hours work week.

7) All other conditions of employment are as per the Collective Agreement.

8) ~~The parties agree to review this LOU prior to the end of the six (6) month trial period.~~

~~This letter does not replace anything in the current collective agreement, it is an addition to the current schedules in the collective agreement. Dated this 02 day of October, 2009~~

**Letter of Understanding
Between
Finning International Inc.
And
International Association of Machinists and Aerospace Workers
Local Lodge 99
10-01
RE:COLLICUTT EMPLOYEES**

Nothing in this letter of understanding shall be construed as altering the existing terms and conditions of the Collective Agreement except as specified below. It is understood by both parties that for clarity this letter is a compilation of the three current letters of understanding marked as 08-03 / 09-01 / 09-05. These three letters will be held by both parties for reference. This letter is specific to the transition of Collicutt Energy Services Ltd employees to Finning (Canada).

The Company and the Union thereby agree to the attached pertaining to:

- Article 4; Seniority
- Article 9; Vacation
- Article 13; Rates of pay
- Article 15; Sick Benefits

Article 4 -Seniority

Provided they are transitioned to Finning (Canada) between March 1, 2008 and August 31, 2008, all Collicutt Energy Services Ltd. employees will have a standard seniority date of February 11, 2008. The employees will then be ranked based on their original hire date with Collicutt Energy Services Ltd.

Should Collicutt Energy Services Ltd. employees transition to Finning (Canada) on or after September 1, 2008 their seniority date will be the date they are transitioned to Finning (Canada) without ranking for their original date of hire with Collicutt Energy Services Ltd.

Any Collicutt Energy Services Ltd. employee who transitions to Finning (Canada) will not be required to serve a ninety (90) day probationary period. With no probationary period requirement, the probationary rate of pay will not be applicable.

Article 9 -Vacation with pay

For the purposes of calculating vacation entitlement, all Collicutt Energy Services Ltd. employees who transition to Finning (Canada) will utilize their original hire date with Collicutt Energy Services Ltd. for the purposes of vacation entitlement.

Article 13 - Rates of pay

In an attempt to recruit and retain Collicutt Energy Services Ltd. employees already possessing Journey person certification, the parties agree that if their current rate of pay is higher than the Journey person 'B' rate of pay in the Collective Agreement they will be hired at the Journey person 'B' rate of pay until such time that they achieve the required certification for Finning (Canada). Upon certification they will be placed at the appropriate Journey person pay rate.

In the event that a Collicutt Energy Services Ltd employee possesses Journey person certification and their current rate of pay is lower than a third (3rd) year Apprentice Mechanic, they will then be hired at the third (3rd) year Apprentice Mechanic rate and will move through the pay range upon achieving the required certification.

Should a Collicutt Energy Services Ltd. employee possess a Journey person certification and be earning a rate of pay which falls between that of a third (3rd) year Apprentice Mechanic and a Journey person rate of pay, they will be hired at the appropriate Probationary rate outlined in the Collective Agreement until such time as they achieve the required certification for Finning (Canada). Upon certification they will be placed at the appropriate Journey person pay rate.

Article 15 – Sick Benefits

For the purpose of calculating Sickness and Short Term Disability Benefits, all Collicutt Energy Services Ltd employees who transition to Finning (Canada) will utilize their original hire date with Collicutt Energy Services Ltd for the purpose of calculating Short Term Disability Benefits.

LETTER OF UNDERSTANDING
BETWEEN
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
LOCAL LODGE 99 (the "Union")
And
FINNING INTERNATIONAL INC
(Finning)
10-05

RE: LETTER OF UNDERSTANDING – OILSANDS / WOOD BUFFALO OPERATIONS – SHIFT EXCEPTIONS
REFERENCE: Letter of Understanding – Oil Sands/Wood Buffalo Operations – Shift Exceptions

This Letter of Understanding is on a "without prejudice or precedent" basis.

The shifts are outlined in the Twelve-Hour Shift Agreement for the Municipality of Wood Buffalo, Oil Sands Operations. However, it is understood that the following Employees have alternate shift arrangements:

5 x 2 Monday – Friday shift due to former top 10% privileges
[REDACTED]

5 x 2 Monday to Friday shift previously agreed to between the parties
[REDACTED]

4 – 10 hour shifts, Monday – Thursday, previously agreed to between the parties
[REDACTED]

****Names omitted from membership information package to protect privacy****

No other exceptions will be made to the shifts as outlines in the Twelve-Hour Shift Agreement, without mutual agreement. The parties will meet to discuss any issues arising out of this Letter of Understanding.

LETTER OF UNDERSTANDING
BETWEEN
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
LOCAL LODGE 99 (the "Union")
And
FINNING INTERNATIONAL INC
(Finning)
10-06

RE: LABOURERS – SUNCOR SITE
Reference: Labourers – Suncor Site

This Letter of Understanding is on a "without Prejudice or precedent" basis.

The conditions herein are agreed to on a one time basis at the Suncor Site only.

The Parties agree that Labourers may be assigned to the Suncor Site, through the posting process, and will be assigned only Labourer duties. They will not perform duties normally performed by Apprentices and mechanical trades.

Labourers at the Suncor Site will attract a field rate of pay 6% above the Oilsands shop labourer rate (see schedule A), of \$25.47/hour plus the Regional Wage Adjustment and will attract all future general increases. They will also not be eligible for the Field Bonus-Premium. This rate of pay is to recognize that these positions are not working on Finning premises.

**LETTER OF UNDERSTANDING
BETWEEN
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
LOCAL LODGE 99 (the "Union")
And
~~FINNING CANADA A DIVISION OF~~ FINNING INTERNATIONAL INC
(the "Employer")
10-07**

**Re: Twelve Hour Shift Agreement for Preventative Maintenance Groups
Calgary Field Service Preventive Maintenance Department.**

~~This agreement will be on a without prejudice or precedent basis.~~

This Agreement deals with the specific conditions and adds to and modifies the Collective Agreement for those Employees who are employed to work on this shift.

This Agreement will only apply to the Journeyperson Field Mechanic and / or Field Lubrication Serviceperson – Non Ticketed that post into the Preventative Maintenance Group within either the Calgary Field Service Department or the Edmonton Field Service Department. It is agreed that this position will not be used within Power Systems.

The intent of this LOU is to schedule the Journeyman Field Mechanics and/or Field Lubrication Serviceperson – Non Ticketed on a four (4) days on and four (4) days off twelve (12) hour shift. It is agreed that these positions are not to replace or displace any mechanical position in the bargaining unit.

~~This agreement will commence on the date in which both parties agree to the terms and sign this LOU.~~

1. The Company has the option of scheduling work as per the Collective Agreement or on twelve (12) hour shifts. For full day shift coverage, this shift will consist of four (4) days on, followed by four (4) days off.
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 6:00AM - 9:00AM Monday and 6:00AM -9:00AM 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(11.5) hours straight time, and one-half (0.5) hour at the rate of time and one half 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 6:00AM and 9:00AM.

4. Statutory Holidays

- (A) When a Statutory Holiday falls on an Employee's scheduled day off, the Employee shall be paid twelve (12) hours at their hourly rate for the holiday and these hours will count as eight (8) hours worked towards the work week.
- (B) When a Statutory Holiday falls on an Employee's scheduled workday and the Employee does not work the statutory holiday, the Employee shall be paid twelve (12) hours at their hourly base rate.
- (C) When the Employee works a Statutory Holiday, they shall receive twelve (12) hours pay at their regular hourly base rate, and in addition, shall be paid double time their hourly base rate for all hours worked that day.
- (D) For twelve (12) hour shift workers, Statutory Holidays as listed in the current Collective Agreement shall be observed in conjunction with the customer schedule.

5. Rest Breaks:

The Employee shall be provided with three (3) paid lunch/rest periods that will be as follows:

- After the first 3 hours of work, a 15 minute break;
- after 6 hours of work, a 30 minute break;
- after 9 hours of work, a 15 minute break.

The total lunch/rest period shall not exceed 60 minutes.

6. Travel Time:

As per current Collective Agreement.

7. Overtime:

The normal workday consists of eleven and one-half (11.5) hours straight time and one-half (0.5) hour at ~~time and one-half the straight time~~ the applicable Overtime rate, for a total of 12 hours.

Hours worked in excess of the eleven and one-half (11.5) hours per day will be paid at ~~one and one-half the straight time~~ applicable Overtime rates. The normal workweek will be four (4) consecutive twelve (12) hour days followed by four (4) consecutive days off.

8. Overtime Meal:

When Employees are required to work extended hours in excess of thirteen (13) hours, The Company will pay the cost of a meal, ~~to a maximum of \$15.00~~ \$20.00.

If an Employee chooses not to take a meal break, they will be paid ~~\$15.00~~ \$20.00. The time required to consume the meal shall not be less than one-half (0.5) hour. In the event that the language is ratified during bargaining, this agreement will follow whatever is current with respect to overtime meal entitlement.

9. Change of Shift:

- (A) When it is necessary for the Company to change an Employee's shift, the Employee shall be provided seven (7) days notice, as per the current Collective Agreement. In the event that the seven (7) day notice is not given, the Employee shall be ~~given one and one-half times his basic~~ paid at applicable overtime rates for all hours worked ~~on the first three shifts of the change~~ for the days less the appropriate notice.
- (B) Twelve (12) hour Employees given seven (7) days notice of a change to their shift cycle shall have the appropriate time off (based on the 4X4 shift cycle) without any loss in wages.
- ~~(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.~~

10. Change of Schedule:

- (A) When a change to an Employee's work schedule takes place, after seven (7) days notification, the effective date of the new schedule will commence after the seven (7) days notification. Where the Employee works his scheduled days of rest, the applicable overtime rates will apply.
- ~~(B) The new schedule can commence on the day of work or a day of rest. Therefore, the new schedule may result in additional day(s) of rest and, accordingly, a reduction in earnings when compared as to how the transition to the new schedule can take place, with the opportunity to maintain his earnings at straight time rates as close as possible to the original schedule within the appropriate payroll period.~~
- ~~11. Bereavement leave will be calculated on a 12-hour basis to a maximum of four shifts. Qualification remains as per the current Collective Agreement.~~
- ~~12. These are special conditions added to the current Collective Agreement~~
- ~~13. The Union and the Company will meet at or around the beginning of the eight (8th) week and again at or around the start of the sixteenth (16th) week to discuss any concerns.~~

11. Training:

Training will be paid based on the twelve (12) hour work day. If any changes to the schedule are necessary to accommodate training, then any changes will be by mutual agreement between management and the Union.

12. Vacation:

The Employee may choose to have vacation paid at straight time rates for 12 hours per vacation day for a total of 48 paid hours per set when on vacation, or as per the Collective Agreement. A minimum of ~~40~~ 32 hours of vacation must be taken if a full set of 4 days is taken off of work.

13. Sick Time:

Sick time will be paid at twelve (12) hours straight time per day off sick. The schedule of number of days covered and all other conditions will be followed as per the current Collective Agreement.

14. Twelve (12) Hour Continuous Shift-Differential Premium:

The continuous shift ~~differential~~ premium as outlined in Schedule "D" will be ~~\$3.25~~ paid for all hours worked while on this shift. The premium will not attract overtime rates.

**LETTER OF UNDERSTANDING
BETWEEN
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
LOCAL LODGE 99 (the "Union")
And
~~FINNING CANADA A DIVISION OF~~ FINNING INTERNATIONAL INC
(the "Employer")
10-10**

Re: Twelve Hour Shift Agreement Specific to Grande Cache Coal Corporation

This Agreement deals with the specific conditions and adds to and modifies the Collective Agreement for those Employees who are employed to work on this shift.

This agreement will be on a without prejudice or precedent basis.

The purpose of this agreement is to address the following issues:

~~This letter is additional to the current Collective Agreement:~~

- 1) The customer has requested 7 day per week support from Finning (Canada) in the area of Field service.

This agreement is strictly for Grande Prairie Employees on a voluntary basis. The branch will post for the requisite number of positions on this shift, ~~and the anticipated duration of this contract requirement will be six (6) months. Upon completion of the contract, these Employees will return to their previous shift at the branch.~~ The intent of this agreement is to schedule the mechanics on a 7 days on and 7 days off advancing shift. The option for overtime, if available, will be at the mechanic's discretion on days off.

1) Hours of Work

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

For full day shift coverage – 7 days on, followed by 7 days off

The Company will endeavor to maintain field personnel on a consistent schedule.

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 6:00a.m. – 9:00 a.m. Monday 6:00a.m. – 9:00 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 a two (2) week cycle.

C) An Employee working on such a schedule shall be paid eleven and one half (11.5) hours straight time and one half (0.5) hour will be paid at the applicable overtime rate each day.

D) A schedule is defined as days of work and the associated days of rest. Days of rest follow the days of work.

2) NSC Compliance

National Safety Code (NSC) compliance is required only if field technicians operate their service truck off mine premises. The customer has agreed to permit service personnel to park their service vehicles at the mine site when off duty. The company will provide alternate transportation (pickup trucks) in order for the technicians to travel to and from their accommodations to the mine site.

In the event that an Employee is required to operate their service truck off mine premises, the NSC guidelines are in place and compliance is mandatory.

In the event that a service truck is operated off site, all hours worked, since the commencement of their current shift cycle are considered "on-duty time" and must be logged. The following restrictions will apply:

A) No employee shall drive after accumulating thirteen (13) hours of driving time unless the driver takes eight (8) consecutive hours of off-duty time before driving again.

B) No Employee shall drive after accumulating fourteen (14) hours of on-duty time in a day

C) No Employee is permitted to drive or work after accumulating seventy (70) hours of on-duty time, unless they have accumulated a minimum of twenty-four (24) consecutive off-duty hours.

3) Shift Times:

The shift times will begin between ~~6:30~~6:00 a.m. and 7:00 a.m.

4) Statutory Holidays:

A) When a Statutory Holiday falls on an Employee's scheduled day off, the Employee shall be paid twelve (12) hours at their hourly rate for the holiday and these hours will count as eight (8) hours worked towards the work week.

B) When a Statutory Holiday falls on an Employee's scheduled workday and the Employee does not work, the Employee shall be paid twelve (12) hours at his hourly base rate.

C) When the Employee works a statutory holiday, they shall receive twelve (12) hours pay at his regular base rate, and in addition, shall be paid double time his hourly base rate for all hours worked that day.

5) Rest Breaks:

The Employee shall be provided with three (3) paid lunch/rest periods (2 x 15 minutes and 1 x 30 minutes) at the Employee's designated lunch place between the third (3rd) and fifth (5th), the fifth (5th) and seventh (7th), and the eighth (8th) and the tenth (10th) hours of the shift. The total lunch/rest period shall not exceed sixty (60) minutes. Flexibility in scheduled rest breaks may be necessary to meet urgent customer needs.

6) Travel Time:

As per the current Collective Agreement.

7) Overtime:

The normal workday consists of eleven and one-half (11.5) hours straight time and one half (0.5) hour at time and one half the straight time rate for a total of twelve (12) hours. Hours worked in excess of the eleven and one-half (11.5) hours per day will be paid at one and one half the straight time rate. applicable Overtime rates. The normal workweek will be seven (7) consecutive twelve (12) hour days followed by seven (7) consecutive days off.

8) Overtime Meal:

When Employees are required to work extended hours in excess of fourteen (14) thirteen (13) hours, the Company will pay the cost of a meal, to a maximum of \$15.00 \$20.00. If an Employee chooses not to take a meal break, they will be paid \$15.00 \$20.00. The time required to consume the meal shall not be less than one-half (0.5) hour.

9) Change of Shift:

When it is necessary for the company to change an Employee's shift, the Employee shall be given seven (7) days notice prior to the commencement of the effective date of the change. If 7 days is not provided, overtime will be paid for the days less the appropriate notice.

10) 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.

11) Bereavement Leave:

If required, bereavement leave will be paid at twelve (12) hours per day to a maximum of five (5) days. Qualification remains as per the collective agreement.

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

13) Training:

It is agreed that when Employees are required to take training, Article 6.14 will apply. F the Employee should not work for twelve (12) days straight without a day off. The schedule will be arranged with the Employee's direct supervisor to allow for some time off upon return from training so that the Employee does not work twelve (12) straight days without time off. The Employee will not lose time to accommodate this. (If they miss a day of work to accommodate a day off, they will be compensated at twelve (12) hours straight time). Overtime rates will apply for all training outside the normal hours of work shift schedule of the Employee.

14) Vacation:

The Employee may choose to have vacation paid at straight time rates for twelve (12) hours per vacation day for a total of forty-eight (48) paid hours per set when on vacation, or as per the Collective Agreement (meaning: the choice of taking eight (8) hours per day at straight time to enable more consecutive days off). A minimum of forty (40) hours of vacation must be taken if a full set of seven (7) days is taken off of work.

15) Sick Time:

If an Employee becomes sick or injured while on site, all hours will be paid at twelve (12) hours per day at straight time rates to Sickness and Short Term Disability maximum outlined in the current Collective Agreement.

16) Shift Premiums:

~~Continuous shift rate of \$3.25 will be paid along with applicable shift premiums as per Schedule "D" of the Collective Agreement.~~

~~Should an afternoon or evening shift be implemented Employees will receive the applicable premiums.~~

The Continuous Shift Premium as outlined in Schedule "D" will be paid for all hours worked.

A Nightshift Premium as outlined in Schedule "D" will be paid while working the hours recognized as the nightshift, depending on actual shift start/stop times.

17) Meals:

Employees are eligible for a ~~\$50.00~~\$60.00 meal allowance per day, which will be paid by Grande Cache Coal Corporation. Employees will be paid this allowance by Finning (Canada), who will in turn recuperate the cost from Grande Cache Coal.

18) Living Accomodations:

Each Employee will receive their own hotel/motel room for the time required to work in Grand Cache. The cost of the hotel/motel will be covered by a standing Purchase Order or pre billing account set up by Finning (Canada)

19)

Either party may request a meeting to discuss and resolve any issues arising from this trial Letter of Understanding.

LETTER OF UNDERSTANDING
BETWEEN
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
LOCAL LODGE 99 (the "Union")
And
FINNING INTERNATIONAL INC
(the "Employer")
11-02
RE: HVAC CERTIFICATION ELIGIBLE FOR DUAL TICKET PROGRAM

The company has identified growth opportunities in the sale and rental of temperature control units within Power Systems. In order to provide a higher level of customer service, it is agreed that the parties will recognize the Refrigeration and Air Conditioning Mechanic (HVAC) certification as a qualified second trade for the dual ticket program.

This agreement will commence on the date which both parties agree to the terms and sign this Letter of Understanding (LOU).

1. Opportunity to pursue an apprenticeship in the HVAC trade, for a Journeyman in the Heavy Equipment Technician, Electrical or Welding trade, will be posted and awarded as per Article 5 of the Collective Agreement.
2. The posting will clearly state that it is a dual ticket position, requiring that the successful candidate already possess one of the following tickets:
 - a. Journeyman Heavy Equipment Technician (J/HET);
 - b. Journeyman Electrician (J/Electrician); or
 - c. Journeyman Welder (J/Welder)
3. The successful candidate will receive the Dual Ticket Bonus, as listed in Schedule "D" of the current Collective Agreement only once they have completed all requirements of the HVAC certification.
4. For the purposes of layoff, candidates who successfully post into a dual ticket HVAC apprenticeship will retain the layoff classification of their primary ticket. Their layoff classification will be as per Schedule B of the current Collective Agreement.
5. The employee currently identified as a dual ticket technician, holding a ticket in the HVAC and Electrical trades, will fall under this agreement

This letter does not replace anything in the current Collective Agreement. It is an addition to the current Collective Agreement. All other conditions of employment are as per the Collective Agreement.

LETTER OF UNDERSTANDING
BETWEEN
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
LOCAL LODGE 99 (the "Union")
And
FINNING CANADA A DIVISION OF FINNING INTERNATIONAL INC
(Finning)
11-04
RE: SPECTRA ENERGY PEACE ARCH PROJECT

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 purpose of this letter is to summarize the understanding reached between the Company and the Union regarding Spectra Energy gas compression sites in the area around Dawson Creek, BC. These customer application sites exist on both sides of the BC/AB provincial boundary.

The parties agree that the customer application sites will be serviced by a qualified Resident Field Mechanic located in Dawson Creek, BC.

The terms and conditions of this agreement are as follows:

1. [Branch 94 Facility D52](#), Fort St. John, will hire a qualified mechanic for the Dawson Creek Resident position in order to support this contract and maintain the customer sites on both sides of the provincial boundary.
2. The customer has requested a lone, specialized technician dedicated to the preventive maintenance and service work at these sites. Dedicating the work to a single technician will ensure consistency, continuity, competency and responsiveness when servicing the customer application.
3. This employee will be a member of the IAM 692, and the term of their employment will be governed by the BC Collective Agreement.
4. This member will be working inside the Alberta boundary on a regular basis: therefore, [Branch 94 Facility D52](#) will be responsible for remitting monthly union dues to IAM 99. The name of the employee will be disclosed to IAM 99 and union dues will be calculated as per the Alberta Collective Agreement.
5. While working on sites located in Alberta, this employee will be paid for all hours worked as per the Alberta Collective Agreement.
6. There is a considerable amount of training, experience, skill and competency required to support this customer application, and the employer concedes that no current member at the Grande Prairie Branch meet these qualifications. [Branch 70 Facility D11](#) will continue to recruit for a Gas Compression Mechanic, and will ensure that the successful candidate meets the requisite qualifications, in order to support to the Dawson Creek Resident Mechanic, if/when required.
7. In the event of a work shortage impacting either the BC or the Alberta membership, the employer agrees to cooperate with the Union Locals to determine which members, qualified to perform the work, will be utilized for this customer application. This will be done in such a manner to mitigate any impact on the customer, the service contract and the membership.

**LETTER OF UNDERSTANDING
BETWEEN
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
LOCAL LODGE 99 (the "Union")
And
FINNING INTERNATIONAL INC
(Finning)
11-05**

RE: INCONVENIENCE PAY FOR FINNING KMC GROUP WORKING AT BOTH SYNCRUDE AND SUNCOR SITE.

This Letter of Understanding is on a "Without Prejudice or Precedent" basis and is specific to Finning (Canada) employees who are currently working as part of the KMC work group and who are supplied a company vehicle.

Nothing in this Letter of Understanding shall be construed as altering the existing terms and conditions of the collective agreement. These conditions below are new additional conditions added further to the current collective agreement. This Letter forms part of the Collective Agreement between the parties.

The Employer and the Union agree to the following:

Below is a list of Finning employees working for KMC at Suncor and Syncrude (Base mine), should any Employees be added or removed from this LOU the Employer agrees to notify the Union in writing within two weeks of the change.

Names omitted from membership information package to protect privacy

1. The above listed employees are currently supplied a shared Finning (Canada) marked vehicle to travel to and from both Syncrude and Suncor for the KMC work group. These individuals will now attract \$35 inconvenience pay. All other Branch 40 (D06) field employees will fall under the terms and conditions of the collective agreement.
2. Any future employees that are hired to work for the KMC work group at Suncor and Syncrude will receive the \$35 inconvenience pay.
3. The current commercial relationship with KMC includes paying the \$35 inconvenience pay for those Finning (Canada) employees working at Suncor and Syncrude sites. In the event that KMC discontinues this provision, Finning (Canada) shall provide 60 days' notice to the Union and employees that the inconvenience pay will terminate.

This agreement will come into effect upon the signing of this Letter of Understanding.

**LETTER OF UNDERSTANDING
BETWEEN
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
LOCAL LODGE 99 (the "Union")
And
FINNING INTERNATIONAL INC
(Finning)
11-06**

Re: Twelve Hour Shift Agreement for Calgary Field Services – Kidco Operations

The parties agree that the terms of the original Letter of Understanding are no longer valid. However, prior to February 2014, the parties agree to meet and discuss the needs of the Kidco operations and/or any other Calgary based customers, and will endeavour to come to terms on a new letter of understanding to adequately meet the customer needs.

In addition, two (2) weeks following the signed memorandum of agreement, all twelve (12) hour shifts in the Calgary Field Services operations will cease and employees currently working this shift will be given adequate shift change notice.

LETTER OF UNDERSTANDING
BETWEEN
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
LOCAL LODGE 99 (the "Union")
And
~~FINNING CANADA A DIVISION OF~~ FINNING INTERNATIONAL INC
(Finning)
12-01
RE: SITECH EMPLOYEES

Nothing in this letter of understanding shall be construed as altering the existing terms and conditions of the Collective Agreement except as specified below. This letter is specific to the integration of Sitech Western Canada Solutions Ltd. ("Sitech") into Finning (Canada), effective September 1, 2011.

Sitech will employ a J/Field Serviceperson- Sitech Commissioning and a J/A Countersalesperson #1, which will remain within the Edmonton Branch.

The parties agree to establish a position distinct from any within the current Collective Agreement, and the details are as follows:

Sitech - Electronic Repair Technologist

- a. Possessing a technical school diploma or post-secondary degree in electrical or electro-mechanical discipline, this position will be responsible for the repair, calibrating and testing of electronic components and equipment.
- b. This position will be identified in a unique classification for the purpose of layoff. The classification will be "R" in the Service Department.
- c. Rate of pay will be dependent on the qualifications held by the successful candidate.
 - i. **Electronics Repair Technician (SVR)- Class A- \$33.94**
 1. Must possess required education, have completed all requisite Trimble product and repair training, and be in good standing.
 - ii. **Electronics Repair Technician (SVR)- Class B- \$28.53**
 1. Employee not possessing the requisite education and/or requisite Trimble product and repair training will be provided two (2) years to achieve these qualifications.
 2. Employee will remain in this classification for maximum of two (2) years, at which time they will qualify for Class A.

All other terms will be as per the Collective Agreement.

LETTER OF UNDERSTANDING
BETWEEN
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
LOCAL LODGE 99 (the "Union")
And
FINNING INTERNATIONAL INC
(Finning)
12-02

RE: Permitting of Second and Third year ~~HET Apprentices doing~~ Preventative Maintenance Apprenticeships into the field

This agreement will be on a without prejudice or precedent basis. This agreement will commence on the date which both parties agree to the terms and sign this Letter of Understanding (LOU). This agreement will expire on April 30th, 2013.

The purpose of this agreement is to address the following issues:

1. The challenges currently faced by Preventative Maintenance (PM) in terms of meeting recruitment needs and requirements.
2. Provide a second and third year Heavy Equipment Technician (HET) apprentices with an opportunity of obtaining PM experience.

Guidelines:

Second and Third Year apprentices will have the option of posting into PM positions for a minimum of 6 months and up to a maximum of ten (10) months. Details of the position including timelines and expectations will be discussed in the job interview.

Second and Third Year apprentices can accrue time credit towards their apprenticeship in the PM role for up to a maximum of ten (10) months. Any additional time spent beyond ten (10) months will not count towards time credited in the apprenticeship.

After completion of time in the PM role, the apprentice will be allowed to return to his/her home facility without having to post into their original position. For apprentices starting in a PM role, a position will be made available for them in the region they are currently working in.

This letter does not replace anything in the current Collective Agreement. It is an addition to the current Collective Agreement. All other conditions of employment are as per the Collective Agreement

LETTER OF UNDERSTANDING
BETWEEN
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
LOCAL LODGE 99 (the "Union")
And
FINNING INTERNATIONAL INC
(Finning)
12-03
RE: COE HYBRID ESTIMATOR

Nothing in this letter of understanding shall be construed as altering the existing terms and conditions of the Collective Agreement except as specified below. This letter is specific to the facility "Centre of Excellence" aka COE, in the Red Deer municipality/region, effective May 1st, 2012.

- To be noted: This agreement is without prejudice or precedent to the Union's current and ongoing grievances involving Finning Canada's (Division of Finning International, particularly those grievances involving the implementation of Finning's new operating system "Lawson" All Journeyperson A parts personnel at the COE only will transition immediately to a "hybrid" role involving both their J/A parts responsibilities along with Estimator responsibilities. Likewise, Estimators at the COE will also be involved in performing parts related responsibilities.
- A list of affected employees will be provided to the Union.
- This letter will encompass current employees and future hires or transfers that qualify.
- Pay rate to be as per the Collective Agreement "Estimator" current wage of \$40.52 for all hours worked and will attract all future increases.
- All affected employees will be accommodated to allow the pursuing of Finning supplied S-Level courses.
- All affected Parts employees will remain in the J/A parts department lay off classification "A", as per Schedule "B". Estimators will remain in "C" service department layoff classification, as per Schedule "B".

****Names omitted from membership information package to protect privacy****

██████████, who is currently performing both roles, will be reclassified from his Estimator classification back to J/A parts department lay off classification "A". This letter of understanding will expire at the end of this current Collective Agreement and will only be renewed with mutual consent from both parties.

Should this letter of understand be cancelled or not renewed all employees will revert to their former position classification and rates of pay.

LETTER OF UNDERSTANDING
BETWEEN
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
LOCAL LODGE 99 (the "Union")
And
FINNING INTERNATIONAL INC
(Finning)
12-04

RE: ~~CAT MINING EMPLOYEE TRANSITION~~ Finning Shovels and Drills

The parties agree that the integration of Employees, formerly of Bucyrus (CAT Mining), is an integral part of the growth of Finning (Canada). As such, the following principles are agreed to on a without precedent setting basis.

The Letter of Understanding is specific to the transition of Bucyrus (CAT Mining) Employees to Finning (Canada) and on-going terms for this business division and will form part of the collective agreement between the parties. The company and the Union hereby agree to the following:

Employees of this business division will be members of International Association of Machinists and Aerospace Workers Local 99 immediately upon transitioning or upon hire. All terms and conditions of the current Collective Agreement between the parties, other than those expressly modified or identified below, will apply.

ARTICLE 4- SENIORITY & Temporary Employees

4.06a Seniority shall be considered as time worked in the bargaining unit. ~~Cat Mining (Bucyrus)~~Bucyrus (CAT Mining) Employees seniority date will be the date they ~~are~~ transitioned to Finning (Canada). These Employees will then be ranked based on their hire date with ~~Cat Mining (Bucyrus)~~Bucyrus (CAT Mining).

ARTICLE 5- VACANCIES, POSTINGS, PROMOTION AND LAY-OFF

5.02 ~~The Employer may reject an application for a posting to another Finning (Canada) Branch/facility from an Employee for the first year following the official transition date. This is to ensure business continuity.~~

5.07(a) Employees in the Edmonton and Fort McMurray Shovels & Drills Divisions will be separated from the main shops for the purpose of lay-off.

ARTICLE 9- VACATION WITH PAY

For purposes of calculating vacation entitlement, all ~~Cat Mining (Bucyrus)~~Bucyrus (CAT Mining) Employees who transitioned to Finning (Canada) will utilize their hire date with ~~Cat Mining (Bucyrus)~~Bucyrus (CAT Mining) for the purposes of Vacation entitlement.

ARTICLE 11- GENERAL PROVISIONS

11.03 Foremen, Supervisors and other Employees outside the bargaining unit shall not perform bargaining unit work, except in the case of instruction or emergency.

11.03a For a period no greater than six (6) months following the ~~official transition~~ratification date, some roles will require further review and possible segregation of duties. Employees identified as performing bargaining unit work, will become members of the Union retroactive to the date of transition. Such an Employee may be subject to a dues assessment in accordance with the Union's bylaws.

11.9 ~~A tool allowance will be paid to Employees who are required to supply personal hand tools for their position, in the groups listed below:~~

Field person	\$600.00
Mechanics/Apprentices	\$600.00
Welders/Apprentices	\$400.00
Machinist/Apprentices	\$500.00
Millwrights	\$500.00
Electrician/Apprentices	\$600.00

ARTICLE 13- RATES OF PAY

In an attempt to retain ~~Cat Mining (Bucyrus)~~Bucyrus (CAT Mining) Employees the parties agree that if the ~~current~~ rate of pay at the time of transition was is higher than those outlined in ~~the attached schedule~~Schedule "A" of the Collective Agreement they will maintain their rate and will be red-circled until such time as the schedule rate catches up.

ARTICLE 15- SICK BENEFITS

For the purposes of calculating Sickness and Short Term Disability Benefits, all ~~Cat Mining (Bucyrus)~~~~Bucyrus (CAT Mining)~~ Employees who transition~~ed~~ to Finning (Canada) will utilize their date of hire with ~~Cat Mining (Bucyrus)~~~~Bucyrus (CAT Mining)~~.

SCHEDULE "A" (Remove from LOU, Reference Schedule "A" of the current Collective Agreement.)

SCHEDULE "B" LAYOFF AND TRANSFER CLASSIFICATIONS

Applies to Edmonton facility and Oilsands branch operations.

CABLE SHOVELS & DRILLS LAYOFF CLASSIFICATIONS	
CSA	Heavy Equipment Technician Apprentice
CSB	Heavy Equipment Technician
CSC	Millwright and Apprentice Millwright
CSD	Welder and Apprentice
CSE	Electrical Apprentice
CSF	Electrician
CSG	Machinist and Apprentice
CSH	Labourer
CSI	Painter
CABLE SHOVELS & DRILLS PARTS DEPARTMENT LAYOFF CLASSIFICATION	
CPA	Parts Journeyman and Apprentice

All Cable Shovels and Drills Classifications will be filled by posting. These classifications will be reviewed and discussed by both parties within twelve (12) months following ratification.

Latenight Temporary Coverage

During machine down and outage situations, facility D14 shop and field can utilize latenight temporary coverage to provide 24-hour staffing coverage in emergent situations. In order to address these short-term demands, the parties agree that the company can implement latenight temporary coverage for this facility.

- 1) Latenight Temporary Coverage will commence between the hours of 5:01PM and 1:00AM.
- 2) The Employer agrees that thirty-six (36) hours of notice shall precede the effective date of coverage implementation under machine down or outage situations. Overtime at applicable rates will be paid for the period of time worked less the appropriate notice.
- 3) Employees performing latenight temporary coverage will attract the Midnight Shift Premium for all hours worked as per Schedule "D" of the Collective Agreement.
- 4) Staffing the coverage will be governed by the provisions in Schedule "B" of the Collective Agreement.
- 5) This is for machine down and outage situations only within the Shovels and Drills division of Finning (Canada) and is not considered an approved regular shift. It is to be used only in case of emergent situations as outlined above.
- 6) A maximum period of one (1) week will be allowed; if more time is needed the company will discuss with the Union any time needed beyond the one (1) week period.

The Employer will discuss with the Union any future Project and Assemblies requirements, and the parties will meet to determine the circumstances, terms, conditions, shifts and any other details at least seventy-five (75) days prior to commencement of the project.

The parties agree to meet every three (3) months to discuss any issues arising out of this Letter of Understanding.

LETTERS OF UNDERSTANDING

None of the current Letters of Understanding have applicability to the Bucyrus Employees; other than:

General

- Banked Overtime
- Tuesday to Saturday Shift
- Continuous Shift
- Regional Wage Adjustment
- Union Management Relationship

Service Related

- Customers Working in Employer Shops and Adjoining Yards
- Maintenance Personnel

Parts Related

- Material Supply Assistant .

• ~~Material Supply Assistant Training~~

Alternative Shift Schedule

~~The parties agree to meet every three (3) months to discuss any issues arising out of this Letter of Understanding.~~

LETTER OF UNDERSTANDING
BETWEEN
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
LOCAL LODGE 99 (the "Union")
And
FINNING INTERNATIONAL INC
(Finning)
12-05
RE: CAT Mining (Bucyrus) / PROJECTS AND ASSEMBLIES

~~The parties agree to delete this Letter of Understanding.~~

LETTER OF UNDERSTANDING
BETWEEN
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
LOCAL LODGE 99 (the "Union")
And
~~FINNING CANADA A DIVISION OF FINNING INTERNATIONAL INC~~
(Finning)
12-06
RE: COMPRESSED WORK WEEK, 10 HOUR DAY, 4 DAYS A WEEK FOR FACILITY D12, ~~BRANCH 37~~ PEACE RIVER

~~Both parties agree to consider this LOU deleted.~~

LETTER OF UNDERSTANDING
BETWEEN
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
LOCAL LODGE 99 (the "Union")
And
~~FINNING CANADA A DIVISION OF FINNING INTERNATIONAL INC~~
(Finning)
12-07
RE: TWELVE HOUR SHIFT AGREEMENT SPECIFIC TO TECH COAL & COAL VALLEY

~~This Agreement deals with the specific conditions and adds to and modifies the Collective Agreement for those Employees who are employed to work on this shift.~~

This agreement will be on a without prejudice or precedent basis. The purpose of this agreement is to address the following issues:

- a) The customer has requested an increase in manpower to support 7 day per week continuous day shift coverage from Finning (Canada) in the area of Field service for Tech Coal & Coal Valley

This agreement is strictly for Tech Coal & Coal Valley Employees on a voluntary basis. The branch will post for the requisite number of positions (4). The shifts will either be 6 days on and 6 days off or 12 days on and 12 days off. The option for overtime, if available and approved, will be at the mechanic's discretion on days off.

1) Hours of Work

The Company has the option of scheduling work as per the Collective Agreement or on twelve (12) hour shifts. For full day shift coverage 6 days on, followed by 6 days off or 12 days on, followed by 12 days off.

- 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.
- b) A schedule is defined as days of work and the associated days of rest. Days of rest follow the days of work.

2) Current Employees:

The four (4) current Employees (listed below) working the continuous day shift who are presently listed as resident mechanics, will remain in the Resident classification but paid Field Serviceperson rate of pay once the LOU is agreed upon. All new hires into these posted positions will remain in the field classification.

Names omitted from membership information package to protect privacy

**3) Shift Times:**

The shift start times will coincide with the customer's requirements. Any start time outside from the normal hours of the commencement of "dayshift" (6.00am- 9.00am) will be paid at the applicable rates in the Collective Agreement and agreed upon by the Union.

4) Statutory Holidays

- (A) When a Statutory Holiday falls on an Employee's scheduled day off, the Employee shall be paid twelve (12) hours at their hourly rate for the holiday and these hours will count as eight (8) hours worked towards the work week.
- (B) When a Statutory Holiday falls on an Employee's scheduled workday and the Employee does not work, the Employee shall be paid twelve (12) hours at his hourly base rate.
- (C) When the Employee works a Statutory Holiday, he shall receive twelve (12) hours pay at his regular base rate, and in addition, shall be paid double time his hourly base rate for all hours worked that day.

5) Rest Breaks:

The Employee shall be provided with three (3) paid lunch/rest periods (2 x 15 minutes and 1x30 minutes) at the Employee's designated lunch place.

6) Travel Time:

As per the current Collective Agreement.

7) Overtime:

The normal workday consists of eleven and one-half (11.5) hours straight time and one-half (0.5) hour at time and one half the straight time rate for a total of twelve (12) hours. Hours worked in excess of the eleven and one-half (11.5) hours per day will be paid at the applicable Overtime rate, one and one-half the straight time rate. All hours worked past the normal work day (12 hours) when working on a Sunday will be paid at double time rate.

8) Overtime Meal:

When Employees are required to work extended hours in excess of thirteen (13) hours, the Company will pay the cost of a meal, to a maximum of ~~\$15.00~~ \$20.00. If an Employee chooses not to take a meal break, they will be paid ~~\$15.00~~ \$20.00. The time required to consume the meal shall not be less than one-half (0.5) hour.

9) Change of Shift:

When it is necessary for the Company to change an Employee's shift, the Employee shall be given seven (7) days' notice (as per 6.02) prior to the commencement of the effective date of the change. If 7 days is not provided, overtime will be paid for the days less the appropriate notice.

10) 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.

11) Bereavement Leave:

Bereavement leave will be paid at twelve (12) hours per day to a maximum of five (5) days. Qualification remains as per the collective agreement.

12) Training:

It is agreed that when the Employees are required to take training, the Employee will be paid their regular rate of pay for their days in training if the days fall on a normal day of work. If the training days fall on a day off then overtimes rates will apply for the full 12 hours with the exception of Sunday where double times rates apply. The schedule will be arranged with the Employee's direct supervisor to allow for some time off upon return from training so that the Employee has the appropriate time off in relation to his shift (6 x 6 or 12 x 12). If the Employee is required to return to work before the required rest break is completed then applicable overtime rates will apply until the commencement of his normal days of work.

13) Vacation:

The Employee may choose to have vacation paid at straight time rates for twelve (12) hours per vacation day for a total of forty-eight (48) paid hours per set when on vacation, or may choose to take the days in 8 hour blocks to enable more consecutive days off (with less pay) as per the Collective Agreement. A minimum of forty (40) hours of vacation must be taken if a full set of seven (7) days is taken off of work.

14) Sick Time:

If an Employee becomes sick or injured while on site, all hours will be paid at twelve (12) hours per day at straight time rates to Sickness and Short Term Disability maximum outlined in the current Collective Agreement.

15) Shift Premiums:

Continuous shift rate ~~of \$3.25 as per Schedule "D"~~ will be paid for all hours worked along with field rate and field ~~bonus~~ premium, plus applicable shift premiums as per Schedule D of the Collective Agreement

16) Living Accommodations:

For those not maintaining a residence in Hinton/Edson, the company or customer will provide and pay for accommodations

Either party may request a meeting to discuss and resolve any issues arising from this Letter of Understanding. This letter must be agree to be renewed by both parties at its' expiration at the end of this Collective Agreement.

LETTER OF UNDERSTANDING
BETWEEN
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
LOCAL LODGE 99 (the "Union")
And
FINNING CANADA A DIVISION OF FINNING INTERNATIONAL INC
(Finning)
13-01

RE: ROTATING SHIFT FOR D37 CALGARY POWER SYSTEMS

This agreement will be on a without prejudice or precedent basis.

The parties agree that a four (4) day, ten (10) hour compressed work week will be introduced to the current shift schedules at D37. The employer has identified that the introduction of this shift will enhance customer service offered to our customers.

The intent of this LOU is to schedule the members of the Parts and Service Department at D37 Calgary Power Systems on the following rotating schedule:

- During a six (6) week rotation, the Parts Department will have a Monday to Friday, eight(8) hour shift schedule for five (5) weeks; followed by a Monday to Thursday, ten (10) hour shift schedule for a period of one (1) week.
- During a six (6) week rotation, the Service Department will have a Monday to Friday, eight (8) hour shift schedule for four (4) weeks; followed by a Monday to Thursday, ten (10) hour shift schedule for a period of two (2) weeks.

This agreement will commence on the date in which both parties agree to the terms and sign this LOU, and will be readdressed at the end of the current Collective Agreement and renewed with mutual consent by both parties.

1) **Hours of Work and Shift Times**

- (a) The Company has the option of scheduling work as per the Collective Agreement or on ten (10) hour shifts. This shift will consist of four (4) days on, followed by three (3) days off.
- (b) The shift times will be as per the Collective Agreement.

2) **Statutory Holidays**

All conditions of Statutory Holidays and pay entitlement will comply with the Collective Agreement, or as follows when the Statutory Holiday falls within the compressed ten (10) hour shift schedule:

- a) When a statutory holiday falls on an Employee's scheduled day off it shall be taken either the day before or the next scheduled work day. The day will be mutually agreed by the parties and communicated to the members sixty (60) days prior the stat day. ~~When a Statutory Holiday falls on an Employee's scheduled day off, the Employee shall be paid ten (10) hours at his hourly base rate for the holiday.~~
- b) When a Statutory Holiday falls on an Employee's scheduled workday and the Employee does not work, the Employee shall be paid ten (10) hours at his hourly base rate.
- c) When the Employee works a Statutory Holiday, he shall receive ten (10) hours pay at his regular base rate, and in addition, shall be paid double time his hourly base rate for all hours worked that day.
- d) Statutory Holidays as listed in the current Collective Agreement shall be observed in conjunction with the scheduled rotation. Statutory pay will reflect either ten (10) or eight (8) hours on the day that is taken off in lieu.

3) **Rest Breaks:**

The Employee shall be provided with three (3) paid ~~ten (10)~~ **fifteen (15)** minute rest periods and one thirty (30) minute unpaid lunch period. ~~The total lunch/rest period shall not exceed sixty (60) minutes.~~

4) **Rate of Pay:**

~~Hourly rate of pay and premium bonus entitlement will be as per the Collective Agreement.~~
Hourly rates of pay will be as per Schedule "A" of the Collective Agreement.
Premium entitlement will be as per Schedule "D" of the Collective Agreement.

5) **Overtime:**

The normal workday consists of either eight (8) hours straight time or ten (10) hours straight time dependent on the rotation schedule in which the shift falls. Hours worked in excess of eight (8) hours; ten (10) hours per day will be paid at ~~one and one half (1 ½) the straight time rate~~ applicable overtime rates as per the Collective Agreement. The normal work week will consist of forty (40) hours.

6) **Change of Shift:**

When it is necessary for the Company to change an Employee's shift, the Employee shall be provided seven (7) days notice (as per 6.02) prior to the commencement of the effective date of the change. If 7 days is not provided, overtime will be paid for the days less the appropriate notice.

7) **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.

8) **Vacation:**

The Employee will have vacation paid at straight time rates for eight (8) hours or ten (10) hours per vacation day, ~~dependant~~dependent on the rotation in which the shift falls, for a total of forty (40) paid hours per week when on vacation.

9) **Sick Time:**

Sick time will be paid at either eight (8) hours or ten (10) hours, dependent on shift rotation, at straight time rates per day as per the Collective Agreement. Short Term and Long Term Disability will be paid as per the Collective Agreement and STD and LTD plans, based on a forty (40) hour work week.

Either party may request a meeting to discuss and resolve any issues arising from this Letter of Understanding. This letter does not replace anything in the current Collective Agreement. It is an addition to the current schedules in the Collective Agreement. All other conditions of employment are as per the Collective Agreement.

**LETTER OF UNDERSTANDING
BETWEEN
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
LOCAL LODGE 99 (the "Union")
And
FINNING INTERNATIONAL INC
(Finning)
13-02
RE: Kearl Site**

This Letter of Understanding is on a "Without Prejudice or Precedent" basis and is specific to Finning (Canada) operations at the **Kearl Project (Imperial Oil Resources or IOR)** in the Regional Municipality of Wood Buffalo, Fort McMurray, Alberta. Furthermore, Agreement on this letter of Understanding is specifically without prejudice to the Union's position on the interpretation of the Camp LOU and the "Travel Allowance" specified in the Twelve-Hour Shift Agreement for the Municipality of Wood Buffalo, Oil sands Operations LOU in the 2012-2013 Collective Agreement. ~~Finning (Canada) will retro all Finning Employees who have worked at the Kearl site past and present to align within the terms and conditions of this Letter of Understanding from the date it is signed.~~

Nothing in this letter of understanding shall be construed as altering the existing terms and conditions of the Collective Agreement except as specified below. This Letter of Understanding deals with the specific conditions and modifies the Collective Agreement specifically, the Twelve Hour Shift Agreement for the Municipality of Wood Buffalo, Oil Sands Operations for those Employees who are employed to work on site at the **Kearl Project**.

The Company and the Union thereby agree to the following:

~~Reference: Kearl Project~~

1. The shift schedule for the Kearl Project site will be 10 days on and 10 days off; however the day shift will operate on a split shift. This results in the shift starting midday, first day in, and finishing midday last day out. The company recognizes that this results in 11 starts instead of 10 while on day shift. Therefore, the company is prepared to compensate those Employees working the full scheduled split shift by paying ~~12 hours of straight time~~ eleven and one half hours (11.5) straight time and one half hour (0.5) at applicable Overtime rate on day 1, ~~(this is without prejudice to the union's position to the normal pay practice as per the Twelve Hour Shift Agreement for the Municipality of Wood Buffalo, Oil sands Operations LOU in the collective agreement)~~ and overtime for ~~the~~ all hours worked on day 11, at applicable rates.
2. Sick time is paid at straight time rates.
3. If a statutory holiday falls on ~~the~~ day one (1) of the shift rotation, Employees will be paid for ~~the~~ statutory Holiday and applicable overtime rates for the day. When a Statutory Holiday falls on an Employee's scheduled day off, the Employee shall be paid twelve (12) hours at their hourly base rate for the holiday and these hours will count as eight (8) hours worked towards the work week.
4. All Leadhand/Journey persons will be required to successfully complete the three (3) day mentoring workshop as part of their normal job duties.
5. Tool allowance will not be paid to Employees ~~after as of~~ May 1, 2012 since it is expected that all tools will be supplied by either the Customer or Finning Canada. In the event that *this* provision is discontinued, Finning (Canada) shall provide notice to the union and Employees ASAP, that the tooling program will be reinstated as per the collective agreement.
6. All Employees working at the Kearl Project will be provided flights to and from site at no charge. ~~In the event that Kearl discontinues their provision of flights at no cost, Finning (Canada) shall provide notice to both the Union and Employees, ASAP that the free flight program has terminated.~~ In the event that the Customer terminates this program the Employer shall provide immediate notice to the Union and Employees. The Employer will allow for a flight expense to be claimed to a maximum amount of \$250 each way for a period not to exceed 90 days. Should the Customer provided flights be terminated, the Kearl Allowance will require renegotiation between the Employer and the Union.

7. The current marshalling points will be Calgary, Edmonton, ~~Fort McMurray~~, and Fort Chipewyan. Employees will report to the marshalling point at their own expense. Employees who are weathered in or experience aircraft mechanical delays at the site will be paid applicable rates for time worked as per the Collective Agreement to a maximum of twelve (12) hours per day. When weathered out at ~~any of the marshalling points - Calgary/Edmonton and Fort Chipewyan~~, meal and accommodation expenses, if needed, will be paid by the Employer. The Employee will be paid their straight time hourly rate for the normal shift schedule of that particular day based on the flight manifest, up to a maximum of twelve (12) ~~hours~~ per day. This time will be classified as time worked.
8. ~~All Employees working at the Kearl site will be required to stay on site during their entire shift rotation except in an emergent situation.~~ Camp accommodations will be provided to all Employees at no charge. Should this practice ever cease, Finning (Canada) shall provide notice to the union ASAP and revert to the current collective agreement costing model.
9. Finning (Canada) will pay housing allowance to all Employees working at the Kearl site who maintain a residence in Municipality of Wood Buffalo.
10. As part of the access to Kearl site requirements, (IOR) will require the following from all Employees.
 - Valid Operator's License ~~& Driver's Abstract~~
 - Drug and Alcohol Test (Pre-Site Access)
 - Confidentiality Agreement (IOR)
11. ~~The term of the labour aspect of the contract with IOR is a four (4) year term. However,~~ In the event that the contractual agreement with IOR changes during the term of the contract, the Union will be advised immediately of any issues that will change the terms of this LOU.
12. Kearl Allowance: Employees will be paid a Kearl allowance of \$300.00 per month that they are employed at the Kearl site.

The parties agree to meet to discuss and resolve any issues that have not been anticipated herein.

LETTER OF UNDERSTANDING
BETWEEN
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
LOCAL LODGE 99 (the "Union")
And
FINNING INTERNATIONAL INC.
(the "Employer")
13-03
RE: Fort Hills Site

This Letter of Understanding is on a "Without Prejudice or Precedent" basis and is specific to Finning (Canada) operations at Fort Hills (Suncor) in the Regional Municipality of Wood Buffalo, Fort McMurray, Alberta.

This Letter of Understanding is intended for the Fort Hills site construction Power Generation requirements. The project term is estimated at this time to be two (2) years, with a possibility of extension. The scheduled commencement date for the project is tentatively set for Mid-June 2013. Should a Mining mobile maintenance agreement be reached for this site, the parties will meet to discuss in advance a new Letter of Understanding.

- (A) This LOU will cover employees working at the Suncor Fort Hills Site. There will be a total of four (4) employees – two (2) Field Mechanics & two (2) Field Electricians required. One (1) per shift, day and night. Additional Employees may be required based on customer demand and will be posted in accordance with this Letter of Understanding.
- (B) The shift rotation at Suncor Field Operations Fort Hills, as requested by the Customer, will be a 14 days on and 14 days off rotation. Shift start times will be within the terms and conditions of the current collective agreement.
- (C) Employees will have the option to live in Fort McMurray, or stay in camp at no charge. Employees will be provided camp accommodations initially at Barge Landing and then will be transitioned to Fort Hills Site Camp once it becomes available.
- (D) Employees who travel from Fort McMurray to site daily will receive applicable Travel Allowance/Inconvenience Pay as per the Collective Agreement.
- (E) Employees who maintain a residence in Fort McMurray will attract the Location Allowance as per the Collective Agreement.
- (F) Fort Hills Allowance: Employees will be paid a Fort Hills allowance of \$75.00 per month that they are employed at the Fort Hills site and staying in Camp.
- (G) The Customer provides flights at no cost to the Employee. The marshalling points for these flights are Calgary and Edmonton. In the event that the Customer terminates this program, the Employer shall provide immediate notice to the Union and Employees, the Employer will allow for a flight expense to be claimed to a maximum amount of \$250 each way for a period not to exceed 90 days.

Nothing in this letter of understanding shall be construed as altering the existing terms and conditions of the Collective Agreement except as specified above.

LETTER OF UNDERSTANDING
BETWEEN
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
LOCAL LODGE 99 (the "Union")
And
FINNING INTERNATIONAL INC
(Finning)
13-04
Field Lubrication Serviceperson

During the 2013 negotiations it was agreed to by the parties that the position of a "Field Lubrication Serviceperson – Non Ticketed" will be added to the current collective agreement.

The terms and conditions of the collective agreement will apply to this position.

It is agreed to that the duties of this position will be as follows:

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

The parties agree to meet and discuss the terms, conditions, and duties contained within this letter as needed.

Agreement In Principle
Oilsands Field Serviceperson

IAMAW Local Lodge 99 can agree to, in principle, that an Oilsands Field Serviceperson working on a customer site but not working in a field truck will not be eligible for the Field Premium provided that Finning is willing to add \$1.50 to all Field Serviceperson base wage rates.

Current Oilsands Field Servicepersons working in a field truck on a customer site (AKA: Field Runners) will be required to apply for their position within forty-five (45) days upon ratification of this Collective Agreement. Postings for this transition will be restricted to the individual sites within the Wood Buffalo region; this is only for the purpose of aligning the Field Runners with this agreement in principle upon ratification of the 2013 agreement.

All future Field Runner positions will be posted as per the collective agreement as they will now become premium positions.

Agreement In Principle
Truck Shop Business

As discussed during Collective bargaining, the Truck Business continues to evolve as the CAT vocational truck business expands. As such, the parties agree that ongoing discussions are required to determine a number of issues related to the Employees in the Truck shops, including but not limited to classifications and seniority.

The parties will meet quarterly to discuss the evolution of this business and impacts to Employees and will endeavour to agree upon terms and conditions that will address the needs of both the business and Employees moving forward.

Agreement In Principle
Retroactivity

It is understood and agreed between the parties hereto that they will commence bargaining for a new Collective Agreement to follow this one on or about January 31, 2013 and if they fail to conclude a new Collective Agreement before April 30, 2013 the Employer agrees to pay the Employees the hourly rates of pay (Schedule A including Regional Wage Adjustment) and premiums (Schedule D) established by the new Agreement for all actual hours worked from April 30, 2013 until the date of the ratification of the new Collective Agreement provided there is no Strike. All retroactivity on other proposals will be determined upon signing of a Memorandum of Agreement.