

# **COLLECTIVE AGREEMENT**

BY AND BETWEEN:

**FINNING INTERNATIONAL INC.**

and

**THE INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE WORKERS  
LOCAL LODGE 99**



**Effective May 1, 2013 to April 30, 2016**

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**Parties Names and Labour Board Certificates**  
**COLLECTIVE AGREEMENT**

Between:

**FINNING INTERNATIONAL INC.**

Hereinafter referred to as the "Employer",

OF THE FIRST PART

AND

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND  
AEROSPACE WORKERS, LOCAL LODGE 99**

Hereinafter referred to as the "Union"

OF THE SECOND PART

WHEREAS the Union is certified as the Bargaining Agent under Alberta Labour Relations Board Certificate Number 420-2002 for the following:

"All Employees of Finning (Canada) Division except office, clerical, sales and security personnel."

AND WHEREAS the Union is certified as the Bargaining Agent under Canada Labour Relations Board certificate No. 555-1194 for the following:

"All Employees of Finning LTD. employed in the Northwest Territories, excluding salesmen-in-charge, operations manager, foreman, and those above."

AND WHEREAS the Employer and the Union desire to establish and maintain conditions covering the hours of work, rates of pay and other working conditions in order to maintain a harmonious relationship between the Employer and Employees covered by the terms of this Agreement and desire to provide a method of fair and amicable adjustment of disputes which may arise between them.

NOW THEREFORE THE EMPLOYER AND THE UNION MUTUALLY AGREE AS FOLLOWS:

## **ARTICLE 1 - BARGAINING AGENCY**

- 1.01 The Employer agrees to recognize the Union as the sole and exclusive bargaining agent for purposes of collective bargaining on behalf of the above noted Employees.
- 1.02 The Employer agrees to deal only with the Union Executive and the Business Representative(s) of the Union in matters relating to changes of any terms or conditions of this Agreement.
- 1.03 If a bargaining unit Employee is required to perform the duties of an Employee normally excluded, for a period of thirty (30) calendar days or longer, that Employee shall be excluded from the bargaining unit until he/she returns to their former duties.

## **ARTICLE 2 – UNION SECURITY**

- 2.01 All Employees for whom the Union is recognized as the sole bargaining agency in accordance with Article 1 shall be required to become a member of the Union immediately, and the Union agrees to accept into membership all those who are so employed.
- 2.02 In the event any Employee refuses to join or fails to maintain membership in the Union, the Employer shall, upon being notified by the Union, dismiss that Employee. Provided, however, that the Employer is not bound to dismiss any Employee who is expelled from the Union for other than reasonable cause.
- 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 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 Employer 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.
- 2.05 Notwithstanding any other provision of this contract, the failure or refusal of any Employee to pass through or work behind any picket line lawfully established shall not be deemed a breach of this contract, and the Employer shall not discharge, discipline or otherwise discriminate against any such Employee.

## **ARTICLE 3 - DUES, DEDUCTIONS AND INITIATION FEES**

- 3.01 The Employer agrees to deduct from the wages of each Employee, upon written authorization from the Employee (which the Employer shall submit to the Employee for signature at the time of hire), such monthly dues or assessments as are provided therein. This authorization will be forwarded to the Union Office within thirty (30) days of the employee's first day worked.
- 3.02 Notification of any change in dues or assessment shall be given by the Union to the Employer at least thirty (30) days in advance of a change in deduction.
- 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, Facility number, 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.
- 3.04 The Union may request, by providing thirty (30) days notice, and the Employer will provide a current full bargaining unit list including names, addresses and phone numbers. Such request may be made a maximum of two (2) times per year.

In the interim period the Employer will accommodate, from time to time, the Union making individual requests for the same information relative to small numbers of Employees.

## **ARTICLE 4 - SENIORITY**

- 4.01 A current seniority list by layoff classification per Branch will be provided to the Union monthly upon request. This list shall show seniority date and date of hire as separate fields where an Employee has different dates for these purposes.
- 4.02 Employees who have only held positions outside of the departments relating to the bargaining unit shall not hold bargaining unit seniority.
- 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 Journeyperson 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 Employer shall consult with the Employee and subsequently provide the 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.
- 4.04 Seniority shall be held only in the Branch where the Employee is currently employed. However, if an Employee transfers to another Branch seniority shall be retained from the date of hire. For the purpose of this Agreement, a Branch is defined as one or more places of business operated by the Employer in a geographical locality or municipality.
- 4.05 **Permanent Employees:** shall serve a probationary period of one hundred and twenty (120) consecutive calendar days. Extension of one hundred and twenty (120) day probation period will be by mutual agreement of the parties. Seniority shall become effective when an Employee completes the probationary period and shall be dated retroactively to the date of hire. Benefits entitlement will be as per Article 15.
- Permanent Part Time Employees** (applies to Parts Department Warehouse Only): Is any Employee who works less than a full shift or week on a regular basis. An Employee who works twenty (20) hours or more will have benefits and statutory holidays paid on a prorated basis. Permanent Part time Employees, that work less than twenty (20) hours per week, will receive full benefit coverage upon Employee request. The Employee agrees to share the premiums on a 50% Employer and a 50% Employee basis.
- The ratio of part time to full time in Branches with twenty-four (24) or more Employees will not exceed one (1) part time Employee, to three (3) full time Employees. The ratio of part time to full time in Branches with less than twenty-four (24) Employees will not exceed one (1) part time Employee, to two (2) full time Employees.
- Temporary Employees** (applies to new hires only): Part time or full time to a maximum of ninety (90) days. Summer students to a maximum of the University break.
- Temporary and part time Employees will not be employed to displace full time Employees.
- Temporary Employees and Students employed during their vacation period shall not acquire seniority.
- Any Temporary Employee who becomes a permanent Employee will have his/her seniority dated retroactive to the date of hire upon completion of the probation period as a permanent Employee outlined above.
- 4.06 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 (a) Seniority shall be broken by:
- (i) Voluntarily quitting the job.
  - (ii) Over-extending an authorized leave-of-absence.

- (iii) Discharged for just cause.
- (iv) If an Employee fails to return to work within two (2) weeks notice requiring him/her to do so following layoff.

4.07 Seniority shall be considered to end when an Employee has been discharged or voluntarily leaves the service of the Employer, or has been laid off for a period exceeding twelve (12) months. In the event it is found that an Employee is wrongfully discharged, that Employee shall not suffer any loss of seniority if reinstated.

4.08 Employees listed in the top 10% of the Union seniority list, not holding a position normally defined as day shift, shall have the option of working straight day shift. Adjustments to the number of Employees who are so entitled shall be made on May 1st and November 1st of each year.

Employees who currently enjoyed the entitlement of Article 4.08, top 10% at the conclusion of the 2005 Collective Agreement Negotiations, will be grandfathered by name so as to continue to enjoy the top 10% entitlements.

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

5.01 Where a vacancy occurs or a new job is created, notice will be posted on bulletin boards, Intranet and Internet sites for a minimum of fifteen (15) working days. The notice shall set out the job classification, location, branch, facility, shift schedule, and qualification required. When the manpower level is not being increased, a posting will include the notation "Restricted to applicants from within the Branch." If a posting is not awarded within ninety (90) calendar days then the posting will be expired.

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 from an Employee who has less than one (1) year seniority or from an Employee who 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 may also check with their immediate supervisor and/or Branch HR contact if they have any questions on the status of their application.

5.03 All applicants will be notified in writing within thirty (30) working days from the posting closing of their application status, so that applicants may have an opportunity to bid for any other vacancy that may occur pending award of the original vacancy.

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.

5.05 In filling new positions or vacancies, including promotions, the job shall be filled on the basis of seniority, training, experience, and the ability to perform the duties required for the position.

5.06 Lay-off criteria will be in reverse order to seniority, which means the least senior Employee of a classification in a Branch affected will be laid-off first, except as noted herein.

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 Business Representatives in writing three (3) working days prior to the event. The names and classifications of the affected employees will be provided to the Union. The Union will maintain confidentiality.

5.06 (b) 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, 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.

- 5.08 Recall of laid off Employees will be carried out in order of seniority. The most senior Employee of a classification in a Branch affected shall be recalled first by means of telephone contact and a letter. Where an Employee is not contacted by telephone, a letter requiring proof of receipt by signature shall be sent to their last known address. The Employee must respond within ten (10) calendar days, excluding Saturdays, Sundays and statutory holidays from the date mailed.
- 5.09 The mandatory recall period will be effective for twelve (12) months following layoff.
- 5.10 Providing an Employee is not working, Provincial Health Care premium sharing and Extended Health Insurance benefits found in clause 15.01, will be provided to the laid off Employee for up to four (4) months on the same premium share/pay basis.
- 5.10 (a) In the event that the layoff continues beyond the provision in 5.10 above, Employees may continue their medical coverage by prepaying the entire costs of their Alberta Health Care and Extended Health Insurance premiums for eight (8) additional months. If the Employee returns to work on a permanent basis during the one-year period they may claim a refund for the overpaid amount. Dental coverage is valid up to and including the last day of the month in which the premium is collected and/or the layoff occurs.
- 5.11 Job classifications for the purpose of layoffs, and job transfers allowed within those classifications due to a lack of work, are identified in Schedule "B" which is attached hereto.
- 5.12 If there are no Employees on lay-off status at a Branch where a vacancy occurs Employees on lay-off status at other Branches will be given an opportunity to fill the vacancy, provided the Employee has the qualifications and demonstrated ability to perform the job (of which the Employer shall be the sole judge), before the Employer hires from outside.
- 5.13 When business conditions exist, an Employee on layoff may be recalled to perform work for a short term or temporary nature. The nature and duration of the work will be discussed with the Employee prior to the Employee returning to work.
- If an Employee refuses a recall for short term or temporary work, the Employee's recall rights per 5.09 will not be affected.
- 5.13 (a) A temporary recall period will not exceed fourteen (14) calendar days. On day fifteen (15) the recall will be considered permanent and seniority will dictate who will be recalled for the permanent position.

#### 5.14 **Branch Closure**

- (i) Employer will advise Union Executive.
- (ii) Employer will advise affected Employees.
- (iii) Employer will advise all other Branches.
- (iv) Employer will make a reasonable effort to place affected Employees in vacancies in other Branches within their job classification.
- (v) The Union will waive the posting requirements of this Collective Agreement for any affected Employees of the Branch that closed.
- (vi) Employees may elect to take severance as per Article 22 and end recall rights rather than accepting another position as per (D) above.

## 5.15 Temporary Transfers

Any active Employee who accepts a temporary transfer to another Branch will receive transportation, travel time at applicable rates, and accommodation for the duration of the assignment. The Employer 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.

## **ARTICLE 6 - HOURS OF WORK AND OVERTIME**

- 6.01 This Article, where it defines the normal hours of work and workweek, shall not be construed as a guarantee of hours of work per day or per week, but merely provides the basis for the calculation of overtime. Neither shall it serve as a restriction on the scheduling of a longer or shorter day or workweek.
- 6.02 The Employer agrees to notify and meet with the Union before making a change in the normal hours of work or shift rotation schedules, and further agrees that seven (7) days notice shall precede the effective date of any changes. Establishment of a new or different shift, which requires modification or signing-off of any provision in this Agreement, shall be subject to mutual agreement between the Union and the Employer. The Union will reasonably consider all requests by the Employer to add new or different shifts.
- 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 (For Employees working on a continuous shift see the appropriate Letters of Understanding).
- 6.04 A day shift shall be considered any shift commencing between the hours of 6:00 AM and 9:00 AM; an afternoon shift will be any shift commencing between the hours of 9:01 AM and 5:00 PM. The ratio of day shift versus afternoon shift worked shall be no less than 1 to 1, respectively, wherever possible.
- 6.05 The hours of work shall be consecutive with the exception of a 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 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 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 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 \$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. 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.
- 6.10 Unscheduled call-in at the end of a regularly scheduled workday will be paid at a minimum of three (3) hours overtime pay. When a person is called in on a scheduled day off or a statutory holiday and is required to work, that person will be paid a minimum of four (4) hours at the regular overtime rates in addition to any statutory holiday pay. However, the Employer may require the Employee to work the three (3), or four (4) hour period.
- 6.11 Parts Countersales Employees assigned to scheduled standby duty shall receive \$5.00 per hour for each hour of standby duty.
- (i) If a phone call is received at home and no order is placed, the time is considered covered by the standby pay.
  - (ii) If an order is placed from home via telephone or Personal Computer then the Employee will be compensated at two (2) hours at the applicable overtime rates. Only one call-in shall be paid each two hour (2) period.
  - (iii) If an Employee is required to go to the Employer's premises as a result of the call, the Employee shall be compensated at four (4) hours at the applicable overtime rates or the actual hours worked, whichever is greater. Only one (1) call-in shall be paid in each four (4) hour period.
  - (iv) Where appropriate and practical, those Employees assigned to scheduled standby duty will rotate.
- 6.12 No other Employee shall be scheduled or required to be on standby. Where standby may be agreed to by the Employee and the Employer, the Employee shall receive standby pay at \$5.00 per hour for each hour of standby.
- 6.13 It is intended that every Employee should have a full shift break between shifts. In the event that an Employee is recalled to work before a full shift break occurs, he/she shall be considered as still working on his/her previous shift and shall be paid the appropriate overtime rates for work performed after recall.
- No Employee shall be permitted to resume work of his/her own accord until a full shift break occurs without permission of his/her supervisor.
- Clarification of Shift Break: Employees working overtime will not lose the time taken from their next shift to make up the eight (8) hour break.
- 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.

#### **ARTICLE 7 - SATURDAYS, SUNDAYS AND HOLIDAY PAY**

- 7.01 Where an Employee is not regularly scheduled to work Saturday, the rate of pay for work performed on such days shall be one and a half (1.5) times the regular hourly rate. Where an Employee is not regularly scheduled to work Sunday, the rate of pay for work performed on such days shall be two (2) times the regular hourly rate.
- 7.02 When an Employee is required to work on a designated Holiday the rate of pay for work performed on a Holiday shall be two (2) times the regular hourly rate, in addition to regular pay for the Holiday.

## **ARTICLE 8 - PAID HOLIDAYS**

8.01 All holidays currently recognized in the Collective Agreement will be taken as follows:

- (i) If the holiday falls on a normally scheduled workday, then it will be taken on that day.
- (ii) If the holiday falls on a scheduled day off, it will be taken on the next scheduled workday.

Holidays will be observed on the following dates:

### 8.01 (a) **Statutory Holiday Schedule:**

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

- 8.02 In order to receive pay for a Holiday the Employee must work on his/her last scheduled shift preceding and the first scheduled shift following the Holiday, unless failure to work on those days is accounted for by a letter in writing from a qualified medical practitioner to the effect that the Employee was unable to work due to illness, or if in the opinion of the Employer the Employee had a reasonable excuse for failing to work.
- 8.03 Notwithstanding 8.02 an Employee is eligible for this payment provided that a regularly authorized leave of absence has been approved for the date preceding and/or following the Holiday. Such leave must be approved in advance of the Holiday by the Employee's Supervisor.
- 8.04 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.

**ARTICLE 9 - VACATION WITH PAY**

- 9.01 Employees shall earn and receive vacation with pay subject to terms and conditions set out as follows:
- 9.02 Preference for vacation shall be based on seniority, provided that in order to maintain an efficient Branch the Employer may change scheduling of vacation periods if necessary.
- 9.03 During the months of July and August a minimum of two (2) weeks continuous scheduled vacation is available. Longer periods may be approved at the Supervisor's discretion if the workload allows. During the remaining months all entitled vacation may be scheduled in a continuous period.  
  
Vacation requests submitted prior to April 15th of the current vacation year will be governed by seniority preference. Requests after April 15th will be considered on a first come first serve basis.  
  
Vacation period requests of less than five (5) days are subject to workload conditions and require express approval of the Supervisor.
- 9.04 When a designated holiday occurs during a vacation period, the Employee may take an extra day at the beginning or end of the vacation period. The immediate Supervisor must be notified concerning the Employee's intention prior to commencement of vacation.
- 9.05 Employees who have been employed continuously for specified periods are eligible for paid vacation as 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:

<b><i>Employment Period</i></b>	<b><i>Vacation Entitlement</i></b>	
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
13 years or more	5 weeks	10.0% of gross earnings
18 years or more	6 weeks	12.0% of gross earnings
25 years	6 weeks + 1 day	12.4% of gross earnings
26 years	6 weeks + 2 days	12.8% of gross earnings
27 years	6 weeks + 3 days	13.2% of gross earnings
28 years or more	6 weeks + 4 days	13.6% of gross earnings
30 years or more	7 weeks	14.0% of gross earnings

- 9.06 Where an Employee is absent from work for any reason, other than STD, LTD, Maternity/Paternity Leave or WCB, for a period exceeding ninety (90) consecutive days, vacation credit accumulation will cease between the ninety first (91) day to the date when the Employee returns to work. Employees who are off work on STD, LTD, Maternity/Paternity Leave or WCB will continue vacation credit accumulation for up to one year only.
- 9.07 An Employee is not allowed to work in lieu of taking annual vacation.
- 9.08 The basis of the calculation for the vacation pay will be 2% of the gross wages for every week of vacation to which the Employee is entitled. The Employee will be paid his/her regular pay for every week of vacation to which he/she is entitled. The variance between the regular pay and the 2% of the gross wages per week can be paid at any time by regular pay cheque upon a written request of seven (7) days notice. Any residual variance will be paid on or before January 31st.

**Definition: Gross Wages**

For the purpose of this Agreement, gross wages will mean all straight time pay, including any income from Short-term disability (STD), overtime pay, (including that banked), vacation pay (including vacation adjustment), premiums, shift differentials, field pay, regional wage adjustment, holiday pay, call in and standby.

- 9.08 (a) An Employee who has been off work on STD, LTD or WCB and upon return has insufficient wage entitlement to provide regular pay for his/her vacation credits, arising from Article 9.06; shall be paid a top up to his/her existing wage entitlement to the equivalent of straight time pay for the Article 9.06 vacation credits used.

**ARTICLE 10 - APPRENTICESHIP ASSISTANCE**

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 Employer 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.

10.02 Apprenticeship rates based upon the Journeyperson rate for the applicable trade will apply as follows:

<b>Year of Apprenticeship</b>	<b>Four Year Program</b>	<b>Three Year Program</b>
1 <sup>st</sup> Year	60%	65%
2 <sup>nd</sup> Year	70%	75%
3 <sup>rd</sup> Year	80%	85%
4 <sup>th</sup> 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 Journeyperson Field Rate.

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

10.03 An Apprentice having met the required number of hours, and passed government examination will be classified within the Journeyperson or applicable class "A" rate for his/her respective trade.

10.04 The 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). 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 Employer. 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 Journeyperson will be responsible for all costs and lost time. If the Apprentice or Journeyperson is successful on his/her first attempt at challenging the exam the Employer will reimburse the 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.

## **ARTICLE 11 - GENERAL PROVISIONS**

- 11.01 It is agreed between the parties hereto that, except as provided herein, time off shall not be given in lieu of overtime unless in the discretion of the Employer it is deemed necessary or advisable to do so and the Employee agrees.
- 11.02 Without limiting the Union's recognition of Management as found in Clause 14 hereof, the Employer agrees that no member of the Union shall be in a position to exercise any function of management relating to discipline or discharge of any Employee.
- 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.
- 11.04 Service Department Protective Clothing:
- (i) Coveralls will be supplied and cleaned without charge to those who normally wear coveralls. There will be sufficient number to ensure clean coveralls are available.
  - (ii) Immersion suits and fireproof coveralls will be made available as a tool room item for those required to wear them on job assignments.
  - (iii) Field Serviceperson Uniforms. For those Employees in this classification for sixty (60) days or more uniforms will be issued, upon request.
  - (iv) 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.
  - (v) Arctic coveralls (or pants and jacket) and cold weather protective gloves will be available in each Branch for other servicepersons on temporary field assignments. Upon agreement between the shop steward and branch management other arrangements may be made as appropriate.
  - (vi) Welders will be provided, without charge, protective gloves and a fresh air welding helmet. Employees will be encouraged to wear fresh air helmets for welding work. Replacement will require surrender of unserviceable items.
  - (vii) Arc Flash personal protective equipment of proper rating (cal/cm<sup>2</sup> or joules/cm<sup>2</sup>) 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.
- 11.05 Parts department Employees who are required to wear uniform shirts shall have them supplied by the Employer without charge. Cleaning of the shirts shall be the Employee's responsibility. The Employer agrees to supply and clean smocks or coveralls without charge for Parts department Employees and tool room attendants where required. Arctic coveralls (or pants and jacket) and cold weather protective gloves will be supplied to parts department Employees where the work assignment dictates the need.
- 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, 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.
- 11.07 All Employees attending Parts or Service meetings will be paid their regular pay, during normal working hours.
- 11.08 If an Employee chooses, he/she may review their Branch personnel file with their Supervisor on an annual basis. Any disciplinary notice older than one (1) year will be removed from the file provided there has been no further discipline imposed during the period.

- 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:

**Tool Allowances:**

Field Serviceperson, Mechanic, Electrician, Refrigeration and Air Conditioning Mechanic (HVAC), Millwright, Apprentices	\$650.00
Welder, Machinist, Apprentices	\$450.00
Licensed / Unlicensed Maintenance Person / Trackpress Operator	\$200.00

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 1<sup>st</sup> 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 three (3) months of employment.

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 Employer must ensure that the tools are returned to the Employer in event of layoff or termination.

- 11.10 Employees called for jury duty, 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.
- 11.11 When work is required to be performed in temperatures below -25 Celsius, adequate protection and some form of heat will be provided to Employees. Both the Employer and Employee agree to cooperate to make certain the work can be completed in a safe and timely manner.
- 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.
- (i) \$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.
  - (ii) \$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.

11.13 (a) **Tool Insurance:**

The 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.

11.13 (b) **Tool Boxes:**

Employees will be reimbursed for damaged or stolen tool boxes to a maximum value of three thousand dollars (\$3,000.00).

11.14 Any travel time for required training and/or orientation will be paid at straight time rates, 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.

**ARTICLE 12 - NO DISCRIMINATION**

12.01 An Employee will not be transferred, dismissed or discriminated against for any lawful Union activity, or for serving in a responsible capacity with the Union, or for reporting to the Union any violation of the provisions of this Agreement.

12.02 Any Employee alleging wrongful transfer, dismissal or discrimination, may place his/her alleged complaint before Union representatives and if it is merited the complaint shall become a grievance and be subject to the grievance procedure as established in this Agreement.

12.03 The Employer and the Union agree there will be no discrimination, intimidation or coercion exercised or practiced by the Employer or by the Union, or by any of the representatives, with respect to any person because of race, colour, religious beliefs, sex, age, marital status, ancestry, or place of origin of that person, or to a person having a mental or physical handicap.

12.04 The parties agree that harassment is not tolerated in the workplace. Every reasonable effort will be taken to assure no employee is subject to harassment in any form. Both parties will jointly co-operate in resolving and investigating complaints relating to bargaining unit employees in a confidential and appropriate manner.

**ARTICLE 13 - RATES OF PAY**

13.01 The Employer agrees that during such times as this Agreement is in force it will pay all persons covered by the terms of this Agreement who are hourly Employees the rates set forth in Schedule "A" - WAGE CATEGORIES, which is attached hereto and made part of this Agreement, and if any Employee is receiving a wage rate in excess of the rates herein contained such wage shall not be reduced by reason of the signing of this Agreement.

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

3.00% General Increase	Effective May 1, 2013
3.50% General Increase	Effective May 1, 2014
3.75% General Increase	Effective May 1, 2015

13.02 In the event that work classifications other than those set forth in Schedule "A" are instituted, the Employer and the Union shall meet and negotiate a rate of pay for such work.

13.03 The Employer agrees to hold job discussions twice annually prior to January 1st and July 1st for all Employees who are covered by this Agreement and are Class "B" rate in any category.

13.04 The job discussion will consist of an evaluation of the Employee's performance and a personal interview with the Department Supervisor. The Supervisor conducting the interview shall state, in writing, on the job discussion form, the developmental action required of the Employee to attain the Class "A" rate. An Employee not satisfied with the results of the interview may discuss the matter with the next level Supervisor or Manager.

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 Employer being notified of the error. The 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.

13.06 Employees at PDC in Edmonton whose normal workweek includes regular hours of work on Saturday or Sunday, will earn a weekend premium as outlined in Schedule "D" for all hours worked on that shift.

- 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. This would not apply to Apprentices on rotation.
- Parts persons scheduled to cover for counter sales will receive the premium wage rate for the time spent in the position.
- 13.08 The Union and the Employer will meet and discuss each individual situation where an employee is removed from a third party site as it occurs.

#### **ARTICLE 14 - MANAGEMENT RIGHTS**

- 14.01 The Union recognizes the right of the Employer to exercise the functions of management including, without limiting the generality thereof, the right to hire new Employees and to direct the working force, to promote and demote, transfer, lay-off due to lack of work, suspend or otherwise discipline or discharge for just cause any Employee, subject to the right of the Employee to lodge a grievance in the manner and to the extent herein provided. The Employer agrees to give to the Union reasonable notice of discharge for cause of any Employee.
- 14.02 The Union also recognizes the right of the Employer to operate and manage its business in all respects in accordance with its obligations and to make and to alter from time to time reasonable rules and regulations, to be observed by Employees, which shall not be inconsistent with the provisions of this Agreement.
- 14.03 The Employees and the Union agree that the foregoing enumeration of Management's rights shall not exclude any other recognized function of management not specifically covered by this Agreement.

**ARTICLE 15 - GROUP INSURANCE, SICK BENEFITS AND BEREAVEMENT LEAVE**

15.01 Entitlement to benefits in this clause commence as follows:

**Benefit Entitlement:**

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

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:**

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

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

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 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 (a) **Sickness & Disability Benefits:**

The Employer agrees to maintain an Employer paid Short Term Sickness plan, and all Employees covered by this Agreement shall be entitled to benefits subject to the following provisions and conditions:

- (i) Employees must report to their immediate Supervisor or designate prior to the start of shift, and claims will be calculated from the time a report was made.
- (ii) Telephone or personal contact must be maintained on a daily basis for absences less than five (5) consecutive days. For absences greater than five (5) consecutive days, contact must be maintained on a weekly basis.
- (iii) Sickness or disability lasting more than five (5) days must be substantiated with a third party Short-term application form completed by a qualified doctor indicating that the claimant is unable to work.
- (iv) 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.
- (v) 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.

It is recognized by both the Employer and Union that excessive use of sick time is not the intent of this benefit. As such the parties agree and support the implementation of an Attendance Management Program.

This program may include:

- (i) Employees being asked to substantiate excessive days of illness with a doctors certification at the employees expense;
- (ii) Other measures as required on a case by case basis.

These issues will be discussed between the employee and manager as part of on-going attendance management meetings.

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.

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

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.

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

At the time a claim is made, an Employee's sick leave record for the preceding thirty (30) days will be reviewed.

When hospitalization is necessary in case of sickness or accident, the first days of no pay may be waived.

- 15.03 (b) The Employer agrees to continue to maintain the Long Term Disability plan for hourly Employees and the Employee shall pay the total premium cost thereof. The maximum benefit amount will be five thousand (\$5,000) per month.

It is agreed that in addition to continue to provide plan benefits the Employer and the Union agree that an objective of the plan is to encourage an early return to a workplace assignment based on medical documentation.

The parties agree to meet to explore some plan options which may include consideration of the plan dealing with limited retraining or educational alternatives.

15.04 **Bereavement Leave:**

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.

Employees must make contact with their immediate supervisor prior to taking bereavement leave.

Under extenuating circumstances, Employees who need more time off to attend a funeral will be allowed to take the extra required days off, without pay, in conjunction with the five (5) paid bereavement days.

If bereavement occurs on days off work, bereavement may start, if required, on the next scheduled day of work.

When an Employee requests a personal leave of absence without pay, the Employer, taking into consideration the needs of the business, may grant the leave. The Employee will provide the reasons for the requested leave.

## **ARTICLE 16 - HEALTH & SAFETY**

- 16.01 The Employer agrees to make reasonable provisions for the maintenance of acceptable health and safety standards in the workplace and shall comply with the Occupational Health and Safety Act.
- 16.02 Joint safety committees shall be constituted and make monthly inspections of the workplace and equipment. The Union and the Employer will encourage employees to participate in the joint health and safety committees and the Union may nominate employees for participation to Management when hourly representation is below fifty per cent (50%). Inspection reports shall be forwarded to Department Supervisors, Union Stewards and the Manager Health and Safety for required action within seven (7) days of the meeting.
- 16.03 Employees who are required by the Employer to take either a defensive driving course or a first aid course will be paid for such time and the course. The Employer agrees to schedule courses during regular working hours.
- 16.04 Employees covered by this Agreement who obtain a First Aid Certificate (acceptable to the Employer) will be paid a premium of thirty-five cents (\$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.
- 16.05 Glasses, goggles and face shields will be worn as per the Finning (Canada) A Division of Finning International Inc. Health and Safety Handbook. These eye protection items will be supplied by the Employer at no charge to the Employee. Prescription safety glasses will be obtained through the registered plan between Finning (Canada) A Division of Finning International Inc. and the Optometrist's Association.
- 16.06 Employees will be reimbursed 100% of the cost of one pair of custom earplugs every 2 years for Employee's that require earplugs at their work site.

## **ARTICLE 17 - PENSION RIGHTS**

- 17.01 All Employees covered by this Agreement shall participate in a Defined Contribution pension plan as set forth in an Agreement between the Employer and Sun life Financial and outlined in 17.02. (The defined contribution plan - registration no. C-44803)
- 17.02 The Employer will make contributions equal to 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. An annual statement by March 31<sup>st</sup> 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.

## **ARTICLE 18 - NO STRIKES AND LOCKOUTS**

- 18.01 There shall be no lockouts by the Employer and no interruptions, strikes, work stoppages, sit-down or slow-down by any Employees during the term of this Agreement.

## **ARTICLE 19 - UNION RIGHTS**

- 19.01 The Union shall keep the Employer advised in writing with up to date lists of names of Executive Officers and Stewards who are authorized to act on behalf of the Union with the Employer. The Employer agrees to recognize only those representatives whose names have been submitted in writing. It is understood that members of the Union's Executive and Business Representatives are also designated to act as Stewards.

- 19.02 Stewards shall be Finning (Canada) a division of Finning International Inc. Employees and shall be selected in any manner the Union decides upon.
- 19.03 Stewards shall be appointed to represent each department at all Branches as may be required from time to time.
- 19.04 Stewards shall meet with representatives of the Employer monthly, if required by either party, in order to discuss problems which may arise.
- 19.05 Where investigative meetings may lead to discipline, suspension or termination and in the event of discipline, suspension or termination, the Employee is entitled to Union Steward representation, which Steward will be the Employee's choice, if available.
- 19.06 Stewards will be allowed a reasonable amount of time per month, without loss of pay, to discuss issues or present grievances to representatives of the Employer under Steps 1 and 2 of the Grievance Procedure, provided they first obtain permission from their Supervisor to leave their work assignment.
- 19.07 Employees having grievances shall not discuss them with Stewards during working hours unless they have first obtained permission from their Supervisor. The Employer agrees such permission will not be unreasonably refused.
- 19.08 The Employer agrees to permit Union representatives a reasonable amount of time off, without pay, to attend to the necessary business of the Union.
- 19.09 Members of the bargaining committee, not to exceed five (5) in number, shall be paid at regular rates for a period of time not to exceed one hundred and twenty (120) hours per person. This would only apply on years where negotiations were held.
- 19.10 Lockable 24" x 36" Bulletin boards will be supplied on Employer premises for the purpose of posting official Union notices and papers. The Union agrees that such notices and papers will not contain references detrimental to the maintenance of a harmonious relationship between the Employer and the Union. The keys to the bulletin board will be held by the Steward(s) and a Branch Management representative/designate.
- This will apply on third party sites with the customer's agreement.
- 19.11 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.
- 19.11 (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.
- 19.12 The Representatives of the Union may have access to the Employer's shops/yard by applying for permission through the Branch Manager/Supervisor. Permission will not be unreasonably withheld. The representatives agree that union members will not be disrupted from performing their work.
- Upon request due to an emergent issue the Employer will make arrangements to allow Union representatives access to third party sites. However, if the Union requests an employee group meeting on site, 7 days notice shall be provided to the Employer.
- 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.

## **ARTICLE 20 - GRIEVANCE PROCEDURE**

- 20.01 The Employer and the Union both agree that the settlement of any dispute or grievance arising out of the terms of this Agreement should, so far as possible, be arranged between the Employer's representative and the Employee or the Union's grievance committee. A difference between the Employer and the Union as to the meaning and application of the provisions of this Agreement shall be considered a policy grievance. All policy grievances will be processed by the Union, and shall be submitted to the HR Business Partners under Step 2 of the Grievance Procedure.
- 20.02 A grievance concerning the discharge of an Employee may be submitted into Step 2 of the Grievance Procedure.
- 20.03 Unless a grievance of an Employee or a policy grievance is presented to the Employer within ten (10) working days of the grievor from the date when the grievance first arose, or in the case of dismissal of Employees within ten (10) working days of notification to the Union of such dismissal, the grievance is waived and the Employee or the Union shall not be permitted to present the same to the Employer thereafter. Failure of the Employer to respond within its allotted times indicates that it is in agreement with the grievor.
- 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. 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 in Step 1, the Union Office shall submit the grievance to the Human Resources department designates within fifteen (15) working days of receiving the reply in Step 1.
- The Human Resources Department will arrange for a meeting within fifteen (15) working days of receiving the grievance at Step 2 with the Business Representative/Union Executive, Steward and the grievor to hear the grievance and render a decision within Fifteen (15) working days.
- STEP 3:** If the Step 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.
- 20.05 The time limits expressed in the foregoing shall exclude Saturdays, Sundays, designated Holidays and normal time off. The time limits set out above may be adjusted in exceptional circumstances by mutual agreement. The time limits set out are considered mandatory and not directory.

**ARTICLE 21 - BOARD OF ARBITRATION**

21.01 The Board of Arbitration shall consist of a single Arbitrator, being one of the following persons:

1. Alan Beattie
2. Phyllis Smith
3. Andrew Sims
4. Bill McFetridge
5. Allen Ponak
6. T. A. B. Jolliffe

Who shall be selected as follows:

- (i) The person who has the number 1 beside his/her name shall hear and decide the first Arbitration case held after the effective date of this Agreement.
- (ii) The person who has the number 2 beside his/her name shall hear and decide the second Arbitration case and so on until the last person named has heard and decided an arbitration case. Thereafter the person who has the number 1 beside his/her name shall hear and decide the next case, and so on.
- (iii) In the event that the person whose turn it is to be Arbitrator is unwilling or unable to hear and decide the case within thirty (30) days after he/she is contacted, or in the event that such a person cannot be contacted by the parties with reasonable effort within a reasonable time, or in the event that such person is directly interested or involved in the outcome of the case under consideration, then in any such event that person shall be passed over in favour of the next person next named.

21.02 It is understood and agreed that the time limits set forth herein may be altered by mutual agreement between the Employer and the Union.

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.

- (i) 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.

21.04 The Arbitrator shall have the power to ameliorate any penalty or disciplinary measure and in the case of any grievance involving a discharge he/she shall be entitled to substitute lesser disciplinary penalty than was imposed by the Employer.

## **ARTICLE 22 - SEVERANCE PAY**

- 22.01 Severance Pay shall be paid to an Employee in the amount of, three (3) weeks per completed year of service to a maximum of twenty-four (24) months in the event of lay-off, along with the final earnings paycheque.
- 22.02 Severance Pay is due to an Employee immediately upon lay-off. If an Employee is recalled within the period for which Severance was paid, the Employer is entitled to recover the balance. (This is intended to avoid the possibility of double pay in the case of an early recall.) Employees on a temporary recall will not be required to pay back the severance until such time when the recall becomes permanent.
- 22.03 Severance pay entitlement occurs only once in any twelve (12) month period. If an Employee was laid-off, recalled, and again laid-off within twelve (12) months of the first instance, he/she is not entitled to Severance Pay on reoccurrence.
- 22.04 Notwithstanding 22.03, in the event the Employer recovers the balance of initial Severance Pay entitlement as specified in 22.02, an Employee is eligible to receive the amount of that balance should a lay-off recur within twelve (12) months of the first instance.
- 22.05 If a laid-off Employee is called back after the recall period and is subsequently laid-off after more than twelve (12) months has elapsed since the first instance, then Severance Pay entitlement is determined by the Agreement.
- 22.06 If the Employer rehires anyone when more than twelve (12) months has elapsed since lay-off, that person would be treated as a newly hired Employee.

## **ARTICLE 23 - DURATION & RETROACTIVITY OF AGREEMENT**

- 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, 2016 and if they fail to conclude a new Collective Agreement before April 30, 2016 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, 2016 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.
- 23.02 This Agreement shall be effective from May 1, 2013 until April 30, 2016 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**

Both the Employer and the Union agree that it is important to discuss the introduction and implications of technological change in the workplace where that change will affect Employees. Where the Employer intends to introduce technological or procedural change in the workplace, it will meet with the Union to discuss the implications of the change ninety (90) days prior to implementation.

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.

Where jobs are made redundant, the Employees will be given an opportunity to move to other positions provided there are openings and they are capable of performing the job functions.

Where an Employee needs some skills upgrading to assume another position within the department, the Employer and the Union will encourage the Employee to participate in the skills upgrading. This may involve attending a course inside or outside the Employer. The Employer will assume the cost of any agreed to course.

If an Employee is not able to be placed in a suitable position, the severance pay provisions of the Agreement will apply.

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

## **ARTICLE 25 – CONTRACTING OUT**

### **Principles:**

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

- (i) The Employer agrees that it will only contract out work for valid business reasons in response to competitive demands and further not for the purpose of eroding or undermining the Union and/or the Bargaining Unit.
- (ii) The Employer agrees that it will meet and have consultation with the Union prior to making a decision to contract out work of the Bargaining Unit which would result in the lay-off of Bargaining Unit Employees.
- (iii) The Employer and the Union agree they will meet and make a good faith effort to develop alternatives to contracting out the matter under consultation.

### **Enhanced Protections:**

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

- (i) Meet with the Union, a minimum of one hundred and twenty (120) days in advance of taking such action;
- (ii) Provide an opportunity for Employees to move to other available positions within the bargaining unit that they are capable of performing;
- (iii) Assist an Employee who may need some skills upgrading to assume another position within the bargaining unit. This may involve attending a course inside or outside the Employer. The Employer will assume the cost of any agreed to course;
- (iv) Provide outplacement counselling to all Employees laid off due to contracting out;
- (v) Provide severance on layoff as outlined in Article 22;
- (vi) Provide HR resources to facilitate movement of Employees, coordination of retraining and outplacement counselling and payment of severance.

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

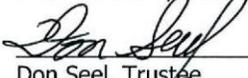
Per



Robert MacKinnon, Directing Business Representative

Neil Rudiger, President

Michael Brown, Secretary Treasurer / Communicator



Don Seel, Trustee



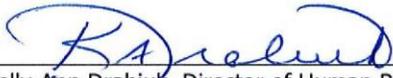
Ryan Ermet, Recording Secretary



Mark Meldrum, Negotiations Committee Member

FINNING INTERNATIONAL INC.

Per



Kelly-Ann Drabiuk, Director of Human Resources & Labour Relations



Larry Gouthro, GM – Oilsands



Owen Larson, GM – Power Systems



Stan Behman, Senior Labour Relations Manager

**SCHEDULE "A": WAGE CATEGORIES**  
**Certified Trades Service Department:**

	2013	2014	2015
<b>Field Serviceperson</b>			
Resident	\$48.82	\$50.53	\$52.42
Leadhand	\$46.54	\$48.16	\$49.97
Journeyman: Welder, Power Generation Electrician, Millwright, Machinist, Heavy Equipment Technician (HET)	\$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)	\$42.95	\$44.45	\$46.12
Probationary	\$42.81	\$44.30	\$45.97
<b>Shop Servicepersons</b>			
<b>Machinist, Non Destructive Testing (NDT) Technician</b>			
Leadhand	\$44.24	\$45.79	\$47.50
Journeyman	\$42.11	\$43.58	\$45.21
Probationary	\$40.66	\$42.09	\$43.67
<b>Journeyman</b>			
*Chargehand*	\$45.85	\$47.45	\$49.23
Leadhand	\$43.81	\$45.34	\$47.04
Journeyman: Heavy Equipment Technician (HET), Welder, Warranty Technician, Power Generation Electrician, Estimator, Millwright, Gas Compression Technician (With HET)	\$41.74	\$43.20	\$44.81
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)	\$40.52	\$41.94	\$43.51
Probationary	\$39.67	\$41.05	\$42.59
<b>Apprentice: Power Generation Electrician, Millwright, Machinist</b>			
4th Year	\$37.56	\$38.88	\$40.34
3rd Year	\$33.40	\$34.57	\$35.87
2nd Year	\$29.23	\$30.25	\$31.39
1st Year	\$25.04	\$25.92	\$26.89
<b>Apprentice: Heavy Equipment Technician (HET)</b>			
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)	\$40.52	\$41.94	\$43.51
3rd Year	\$33.40	\$34.57	\$35.87
2nd Year	\$29.23	\$30.25	\$31.39
1st Year	\$25.04	\$25.92	\$26.89
<b>Apprentice Welder</b>			
3rd Year	\$35.48	\$36.72	\$38.10
2nd Year	\$31.30	\$32.40	\$33.61
1st Year	\$27.14	\$28.09	\$29.14
<b>Electronic Repair Technician</b>			
Class A	\$34.96	\$36.18	\$37.54
Class B	\$29.39	\$30.41	\$31.55

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:**

<b>Maintenance Person - Licensed</b>				
	Leadhand	\$45.40	\$46.99	\$48.75
	Journeyperson	\$43.24	\$44.75	\$46.43
	Probationary	\$40.41	\$41.82	\$43.39
<b>Maintenance Person - Unlicensed</b>				
	Class A	\$34.10	\$35.30	\$36.62
	Probationary	\$31.89	\$33.00	\$34.24

**Parts Department:**

Categories	2013			2014			2015		
	#1	#2		#1	#2		#1	#2	
<b>Certified Parts Trades:</b>									
*Chargehand*	\$40.50	\$37.68		\$41.92	\$39.00		\$43.49	\$40.46	
Leadhand	\$38.67	\$35.95		\$40.02	\$37.21		\$41.52	\$38.60	
Journeyperson	\$36.79	\$34.26		\$38.08	\$35.46		\$39.51	\$36.78	
Probationary	\$32.81	\$30.26		\$33.95	\$31.32		\$35.23	\$32.49	
<b>Parts Apprentice:</b>									
3rd Year	\$31.27			\$32.36			\$33.58		
2nd Year	\$27.60			\$28.57			\$29.64		
1st Year	\$23.93			\$24.76			\$25.69		
<b>Materials Supply Assistant</b>									
<b>Categories:</b>		#2	#3		#2	#3		#2	#3
Leadhand		\$30.78	\$29.36		\$31.85	\$30.38		\$33.05	\$31.52
Warehouseperson		\$29.31	\$27.95		\$30.34	\$28.93		\$31.48	\$30.02
19-24 Months		\$27.59	\$26.34		\$28.56	\$27.26		\$29.63	\$28.28
13-18 Months		\$25.93	\$24.65		\$26.83	\$25.51		\$27.84	\$26.47
0-12 Months		\$24.21	\$23.03		\$25.05	\$23.84		\$25.99	\$24.73

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.

**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 Journeyperson 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

**Customer Support Centre:**

<b>Partsperson:</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>
Leadhand	\$41.20	\$42.64	\$44.24
Journeyperson	\$39.30	\$40.68	\$42.20
Probationary	\$35.06	\$36.29	\$37.65

**Skilled / Semi Skilled:**

	<b>2013</b>	<b>2014</b>	<b>2015</b>
<b>Category A: Painter, Heavy Truck Driver (Over 3 Ton), Track Press Operator, Auto-Welding Machine Operator</b>			
Leadhand	\$36.11	\$37.37	\$38.78
Class A	\$34.40	\$35.61	\$36.94
Class B	\$33.09	\$34.25	\$35.54
Probationary	\$31.91	\$33.03	\$34.26
<b>Category B: Hydraulic Hose Press Operator, Yardperson, Tool Room Attendant, Shipper/Receiver (Service Dept.)</b>			
Leadhand	\$35.46	\$36.70	\$38.08
Class A	\$33.77	\$34.96	\$36.27
Class B	\$32.51	\$33.64	\$34.90
Probationary	\$31.32	\$32.42	\$33.63
<b>Category C: Washbay Attendant</b>			
Class A	\$28.51	\$29.51	\$30.61
Class B	\$27.38	\$28.34	\$29.40
Probationary	\$26.02	\$26.93	\$27.94
<b>Category D: Labourer, Janitor</b>			
Class A	\$23.80	\$24.64	\$25.56
Class B	\$22.56	\$23.35	\$24.22
Probationary	\$21.30	\$22.05	\$22.87
<b>Oil Lab</b>			
*Chargehand*	\$37.17	\$38.47	\$39.92
Leadhand	\$35.46	\$36.70	\$38.08
Interpreter	\$35.94	\$37.19	\$38.59
Lab Technician - Certified	\$33.77	\$34.96	\$36.27
Probationary: Lab Technician Certified	\$30.93	\$32.01	\$33.21
Lab Technician - Uncertified	\$30.93	\$32.01	\$33.21
Probationary: Lab Technician Uncertified	\$27.84	\$28.81	\$29.89
<b>Benchhand CRC</b>			
**Benchand **	\$33.40	\$34.57	\$35.87
<b>***Field Lubrication Serviceperson ***</b>			
Field Lubrication Serviceperson - Non-Ticketed	\$36.46	\$37.74	\$39.15
Probationary: Field Lubrication Serviceperson - Non-Ticketed	\$33.85	\$35.03	\$36.34
<p>“*” 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.</p> <p>“***” These positions include Employees hired prior to May 1, 1990. It is not intended to use this category after this date.</p> <p>“****” 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.</p>			

**2013 Grande Prairie / Peace River Certified Trades Service Department:**

(RWA included for information purposes only)	2013	5% RWA
<b>Field Serviceperson</b>		
Resident	\$48.82	\$51.26
Leadhand	\$46.60	\$48.93
Journeyman: Welder, Power Generation Electrician, Millwright, Machinist, Heavy Equipment Technician (HET)	\$44.38	\$46.60
Journeyman: Heavy Duty Equipment Mechanic (Off-Road), Journeyman Truck & Transport Mechanic (On-Hwy, Power Systems only), Power Generation Electrician (EGS Technician / Motor Rewind Technician)	\$42.95	\$45.10
Probationary	\$42.81	\$44.95
<b>Shop Servicepersons</b>		
<b>Machinist</b>		
Leadhand	\$44.24	\$46.45
Journeyman	\$42.11	\$44.21
Probationary	\$40.66	\$42.70
<b>Journeyman</b>		
*Chargehand*	\$45.85	\$48.14
Leadhand	\$43.81	\$46.00
Journeyman: Heavy Equipment Technician (HET), Welder, Warranty Technician, Power Generation Electrician, Estimator, Millwright, Gas Compression Technician (With HET)	\$41.74	\$43.82
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)	\$40.52	\$42.55
Probationary	\$39.67	\$41.65
<b>Apprentice: Power Generation Electrician, Millwright, Machinist</b>		
4th Year	\$37.56	\$39.44
3rd Year	\$33.40	\$35.07
2nd Year	\$29.23	\$30.69
1st Year	\$25.04	\$26.29
<b>Apprentice: Heavy Equipment Technician (HET)</b>		
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	\$40.52	\$42.55
3rd Year	\$33.40	\$35.07
2nd Year	\$29.23	\$30.69
1st Year	\$25.04	\$26.29
<b>Apprentice Welder</b>		
3rd Year	\$35.48	\$37.25
2nd Year	\$31.30	\$32.87
1st Year	\$27.14	\$28.50
<b>Electronic Repair Technician:</b>		
Class A	\$34.96	\$36.71
Class B	\$29.39	\$30.85
<b>Maintenance Person - Licensed</b>		
Leadhand	\$45.40	\$47.67
Journeyman	\$43.24	\$45.40
Probationary	\$40.41	\$42.43
<b>Maintenance Person - Unlicensed</b>		
Class A	\$34.10	\$35.81
Probationary	\$31.89	\$33.48

**2014 Grande Prairie / Peace River Certified Trades Service Department:**

(RWA included for information purposes only)	2014	5% RWA
<b>Field Serviceperson</b>		
Resident	\$50.53	\$53.06
Leadhand	\$48.23	\$50.64
Journeyman: Welder, Power Generation Electrician, Millwright, Machinist, Heavy Equipment Technician (HET)	\$45.94	\$48.23
Journeyman: Heavy Duty Equipment Mechanic (Off-Road), Journeyman Truck & Transport Mechanic (On-Hwy, Power Systems only), Power Generation Electrician (EGS Technician / Motor Rewind Technician)	\$44.45	\$46.68
Probationary	\$44.30	\$46.52
<b>Shop Servicepersons</b>		
<b>Machinist</b>		
Leadhand	\$45.79	\$48.08
Journeyman	\$43.58	\$45.76
Probationary	\$42.09	\$44.19
<b>Journeyman</b>		
*Chargehand*	\$47.45	\$49.82
Leadhand	\$45.34	\$47.60
Journeyman: Heavy Equipment Technician (HET), Welder, Warranty Technician, Power Generation Electrician, Estimator, Millwright, Gas Compression Technician (With HET)	\$43.20	\$45.35
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)	\$41.94	\$44.03
Probationary	\$41.05	\$43.11
<b>Apprentice: Power Generation Electrician, Millwright, Machinist</b>		
4th Year	\$38.88	\$40.82
3rd Year	\$34.57	\$36.30
2nd Year	\$30.25	\$31.77
1st Year	\$25.92	\$27.21
<b>Apprentice: Heavy Equipment Technician (HET)</b>		
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	\$41.94	\$44.03
3rd Year	\$34.57	\$36.30
2nd Year	\$30.25	\$31.77
1st Year	\$25.92	\$27.21
<b>Apprentice Welder</b>		
3rd Year	\$36.72	\$38.56
2nd Year	\$32.40	\$34.02
1st Year	\$28.09	\$29.49
<b>Electronic Repair Technician:</b>		
Class A	\$36.18	\$37.99
Class B	\$30.41	\$31.93
<b>Maintenance Person - Licensed</b>		
Leadhand	\$46.99	\$49.34
Journeyman	\$44.75	\$46.99
Probationary	\$41.82	\$43.91
<b>Maintenance Person - Unlicensed</b>		
Class A	\$35.30	\$37.06
Probationary	\$33.00	\$34.65

**2015 Grande Prairie / Peace River Certified Trades Service Department:**

(RWA included for information purposes only)	2015	5% RWA
<b>Field Serviceperson</b>		
Resident	\$52.42	\$55.05
Leadhand	\$50.04	\$52.54
Journeyperson: Welder, Power Generation Electrician, Millwright, Machinist, Heavy Equipment Technician (HET)	\$47.66	\$50.04
Journeyperson: Heavy Duty Equipment Mechanic (Off-Road), Journeyperson Truck & Transport Mechanic (On-Hwy, Power Systems only), Power Generation Electrician (EGS Technician / Motor Rewind Technician)	\$46.12	\$48.43
Probationary	\$45.97	\$48.26
<b>Shop Servicepersons</b>		
<b>Machinist</b>		
Leadhand	\$47.50	\$49.88
Journeyperson	\$45.21	\$47.47
Probationary	\$43.67	\$45.85
<b>Journeyperson</b>		
*Chargehand*	\$49.23	\$51.69
Leadhand	\$47.04	\$49.39
Journeyperson: Heavy Equipment Technician (HET), Welder, Warranty Technician, Power Generation Electrician, Estimator, Millwright, Gas Compression Technician (With HET)	\$44.81	\$47.05
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)	\$43.51	\$45.69
Probationary	\$42.59	\$44.72
<b>Apprentice: Power Generation Electrician, Millwright, Machinist</b>		
4th Year	\$40.34	\$42.35
3rd Year	\$35.87	\$37.66
2nd Year	\$31.39	\$32.96
1st Year	\$26.89	\$28.23
<b>Apprentice: Heavy Equipment Technician (HET)</b>		
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)	\$43.51	\$45.69
3rd Year	\$35.87	\$37.66
2nd Year	\$31.39	\$32.96
1st Year	\$26.89	\$28.23
<b>Apprentice Welder</b>		
3rd Year	\$38.10	\$40.01
2nd Year	\$33.61	\$35.29
1st Year	\$29.14	\$30.60
<b>Electronic Repair Technician:</b>		
Class A	\$37.54	\$39.41
Class B	\$31.55	\$33.13
<b>Maintenance Person - Licensed</b>		
Leadhand	\$48.75	\$51.19
Journeyperson	\$46.43	\$48.75
Probationary	\$43.39	\$45.56
<b>Maintenance Person - Unlicensed</b>		
Class A	\$36.62	\$38.45
Probationary	\$34.24	\$35.95

**2013 Grande Prairie / Peace River Parts Department:**

(RWA included for Information Purposes only)

<u>Certified Parts Trades:</u>	2013			5% RWA		
	Categories	#1	#2	#1	#2	
*Chargehand*	\$40.50	\$37.68		\$42.52	\$39.56	
Leadhand	\$38.67	\$35.95		\$40.60	\$37.74	
Journeyman	\$36.79	\$34.26		\$38.63	\$35.97	
Probationary	\$32.81	\$30.26		\$34.45	\$31.77	
<b>Parts Apprentice</b>						
3rd Year	\$31.27			\$32.83		
2nd Year	\$27.60			\$28.98		
1st Year	\$23.93			\$25.12		
<b>Materials Supply Assistant</b>						
<b>Categories:</b>		#2	#3		#2	#3
Leadhand		\$30.78	\$29.36		\$32.31	\$30.82
Warehouseperson		\$29.31	\$27.95		\$30.78	\$29.35
19-24 Months		\$27.59	\$26.34		\$28.97	\$27.65
13-18 Months		\$25.93	\$24.65		\$27.22	\$25.88
0-12 Months		\$24.21	\$23.03		\$25.42	\$24.18

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.

**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/Stockler.

**Used Parts Department Categories:**

**1.** Instore/Counter Sales.

**2.** Used Parts Warehouse

**2014 Grande Prairie / Peace River Parts Department:**

(RWA included for Information Purposes only)

<u>Certified Parts Trades:</u>	<b>2014</b>			<b>5% RWA</b>		
<b>Categories</b>	<b>#1</b>	<b>#2</b>		<b>#1</b>	<b>#2</b>	
*Chargehand*	\$41.92	\$39.00		\$44.01	\$40.94	
Leadhand	\$40.02	\$37.21		\$42.02	\$39.07	
Journeyman	\$38.08	\$35.46		\$39.98	\$37.23	
Probationary	\$33.95	\$31.32		\$35.65	\$32.89	
<b>Parts Apprentice</b>						
3rd Year	\$32.36			\$33.98		
2nd Year	\$28.57			\$30.00		
1st Year	\$24.76			\$26.00		
<b>Materials Supply Assistant</b>						
<b>Categories:</b>		<b>#2</b>	<b>#3</b>		<b>#2</b>	<b>#3</b>
Leadhand		\$31.85	\$30.38		\$33.45	\$31.90
Warehouseperson		\$30.34	\$28.93		\$31.85	\$30.38
19-24 Months		\$28.56	\$27.26		\$29.99	\$28.62
13-18 Months		\$26.83	\$25.51		\$28.17	\$26.78
0-12 Months		\$25.05	\$23.84		\$26.30	\$25.03
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.						
<b><u>Parts Department Categories:</u></b>						
<b>1.</b> Instore / Counter sales, Service Supply Clerk 1.						
<b>2.</b> Warehouse person (includes used parts warehouse, can perform all parts functions except those in category #1). <b>(Note:</b> Category 2 Journeyman will only include those grandfathered Employees and temporary apprentice graduates).						
<b>3.</b> Parts Picker/Stockler.						
<b><u>Used Parts Department Categories:</u></b>						
<b>1.</b> Instore/Counter Sales.						
<b>2.</b> Used Parts Warehouse						

**2015 Grande Prairie / Peace River Parts Department:**

(RWA included for Information Purposes only)

<u>Certified Parts Trades:</u>	<b>2015</b>			<b>5% RWA</b>		
	<b>Categories</b>	<b>#1</b>	<b>#2</b>	<b>#1</b>	<b>#2</b>	
*Chargehand*	\$43.49	\$40.46		\$45.66	\$42.48	
Leadhand	\$41.52	\$38.60		\$43.59	\$40.53	
Journey person	\$39.51	\$36.78		\$41.48	\$38.62	
Probationary	\$35.23	\$32.49		\$36.99	\$34.12	
<b>Parts Apprentice</b>						
3rd Year	\$33.58			\$35.26		
2nd Year	\$29.64			\$31.12		
1st Year	\$25.69			\$26.98		
<b>Materials Supply Assistant</b>						
<b>Categories:</b>		<b>#2</b>	<b>#3</b>		<b>#2</b>	<b>#3</b>
Leadhand		\$33.05	\$31.52		\$34.70	\$33.10
Warehouseperson		\$31.48	\$30.02		\$33.05	\$31.52
19-24 Months		\$29.63	\$28.28		\$31.11	\$29.69
13-18 Months		\$27.84	\$26.47		\$29.23	\$27.79
0-12 Months		\$25.99	\$24.73		\$27.29	\$25.97

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.

**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 Journey person 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

**2013 Grande Prairie / Peace River Skilled / Semi Skilled:**

(RWA included for Information Purposes only)

	<b>2013</b>	<b>5% RWA</b>
<b>Category A:</b>		
<b>Painter, Heavy Truck Driver (Over 3 Ton), Track Press Operator, Auto-Welding Machine Operator</b>		
Leadhand	\$36.11	\$37.92
Class A	\$34.40	\$36.12
Class B	\$33.09	\$34.75
Probationary	\$31.91	\$33.50
<b>Category B:</b>		
<b>Hydraulic Hose Press Operator, Yardperson, Tool Room Attendant, Shipper/Receiver (Service Dept.)</b>		
Leadhand	\$35.46	\$37.24
Class A	\$33.77	\$35.46
Class B	\$32.51	\$34.13
Probationary	\$31.32	\$32.89
<b>Category C: Washbay Attendant</b>		
Class A	\$28.51	\$29.94
Class B	\$27.38	\$28.75
Probationary	\$26.02	\$27.32
<b>Category D: Labourer, Janitor</b>		
Class A	\$23.80	\$24.99
Class B	\$22.56	\$23.68
Probationary	\$21.30	\$22.37
<b>Benchhand CRC</b>		
**Benchand**	\$33.40	\$35.07
<b>***Field Lubrication Serviceperson***</b>		
Field Lubrication Serviceperson - Non-Ticketed	\$36.46	\$38.29
Probationary: Field Lubrication Serviceperson - Non-Ticketed	\$33.85	\$35.54
<p>“*” 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.</p>		
<p>“**” These positions include Employees hired prior to May 1, 1990. It is not intended to use this category after this date.</p>		
<p>“***” 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.</p>		

**2014 Grande Prairie / Peace River Skilled / Semi Skilled:**

(RWA included for Information Purposes only)

	<b>2014</b>	<b>5% RWA</b>
<b>Category A:</b>		
<b>Painter, Heavy Truck Driver (Over 3 Ton), Track Press Operator, Auto-Welding Machine Operator</b>		
Leadhand	\$37.37	\$39.24
Class A	\$35.61	\$37.39
Class B	\$34.25	\$35.96
Probationary	\$33.03	\$34.68
<b>Category B:</b>		
<b>Hydraulic Hose Press Operator, Yardperson, Tool Room Attendant, Shipper/Receiver (Service Dept.)</b>		
Leadhand	\$36.70	\$38.54
Class A	\$34.96	\$36.70
Class B	\$33.64	\$35.33
Probationary	\$32.42	\$34.04
<b>Category C: Washbay Attendant</b>		
Class A	\$29.51	\$30.98
Class B	\$28.34	\$29.75
Probationary	\$26.93	\$28.27
<b>Category D: Labourer, Janitor</b>		
Class A	\$24.64	\$25.87
Class B	\$23.35	\$24.51
Probationary	\$22.05	\$23.15
<b>Benchhand CRC</b>		
**Benchand**	\$34.57	\$36.30
<b>***Field Lubrication Serviceperson***</b>		
Field Lubrication Serviceperson - Non-Ticketed	\$37.74	\$39.62
Probationary: Field Lubrication Serviceperson - Non-Ticketed	\$35.03	\$36.78
<p>“*” 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.</p>		
<p>“**” These positions include Employees hired prior to May 1, 1990. It is not intended to use this category after this date.</p>		
<p>“***” 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.</p>		

**2015 Grande Prairie / Peace River Skilled / Semi Skilled:**

(RWA included for Information Purposes only)

	<b>2015</b>	<b>5% RWA</b>
<b>Category A:</b>		
<b>Painter, Heavy Truck Driver (Over 3 Ton), Track Press Operator, Auto-Welding Machine Operator</b>		
Leadhand	\$38.78	\$40.71
Class A	\$36.94	\$38.79
Class B	\$35.54	\$37.31
Probationary	\$34.26	\$35.98
<b>Category B:</b>		
<b>Hydraulic Hose Press Operator, Yardperson, Tool Room Attendant, Shipper/Receiver (Service Dept.)</b>		
Leadhand	\$38.08	\$39.98
Class A	\$36.27	\$38.08
Class B	\$34.90	\$36.65
Probationary	\$33.63	\$35.31
<b>Category C: Washbay Attendant</b>		
Class A	\$30.61	\$32.14
Class B	\$29.40	\$30.87
Probationary	\$27.94	\$29.33
<b>Category D: Labourer, Janitor</b>		
Class A	\$25.56	\$26.84
Class B	\$24.22	\$25.43
Probationary	\$22.87	\$24.01
<b>Benchhand CRC</b>		
**Benchand**	\$35.87	\$37.66
<b>***Field Lubrication Serviceperson***</b>		
Field Lubrication Serviceperson - Non-Ticketed	\$39.15	\$41.11
Probationary: Field Lubrication Serviceperson - Non-Ticketed	\$36.34	\$38.16
<p>“*” 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.</p>		
<p>“**” These positions include Employees hired prior to May 1, 1990. It is not intended to use this category after this date.</p>		
<p>“***” 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.</p>		

**2013 Oilsands Certified Trades Service Department:**

(RWA included for Information Purposes only)

	<b>2013</b>	<b>15% RWA</b>
<b>*Field Serviceperson*</b>		
Leadhand	\$53.98	\$62.08
Journeyman: Welder, Power Generation Electrician, Millwright, Machinist, Heavy Equipment Technician (HET)	\$51.48	\$59.20
Journeyman: Heavy Duty Equipment Mechanic (Off Road), Truck and Transport Mechanic (On-Hwy, Power Systems Only), Power Generation Electrician (EGS Technician / Motor Rewind Technician)	\$50.24	\$57.77
Probationary	\$49.68	\$57.13
<b>Apprentice: Heavy Equipment Technician (HET)</b>		
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]	\$50.23	\$57.77
3rd Year	\$41.18	\$47.36
2nd year	\$36.04	\$41.44
1st year	\$30.89	\$35.52
<b>Shop Serviceperson</b>		
<b>Machinist, Non Destructive Testing (NDT) Technician</b>		
Leadhand	\$49.74	\$57.20
Journeyman	\$47.38	\$54.49
Probationary	\$45.76	\$52.63
<b>Journeyman</b>		
**Chargehand**	\$51.68	\$59.43
Leadhand	\$49.34	\$56.74
Journeyman: Heavy Equipment Technician (HET), Welder, Warranty Technician, Power Generation Electrician, Estimator, Millwright, Gas Compression Technician (With HET)	\$46.97	\$54.01
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)	\$45.76	\$52.63
Probationary	\$44.87	\$51.60
<b>Apprentice: Heavy Equipment Technician (HET)</b>		
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]	\$45.76	\$52.63
3rd Year	\$37.60	\$43.23
2nd Year	\$32.88	\$37.81
1st Year	\$28.19	\$32.42
<b>Apprentice: Power Generation Electrician, Millwright, Machinist</b>		
4th Year	\$42.28	\$48.62
3rd Year	\$37.60	\$43.23
2nd Year	\$32.88	\$37.81
1st Year	\$28.19	\$32.42
<b>Apprentice Welder</b>		
3rd Year	\$39.93	\$45.92
2nd Year	\$35.24	\$40.52
1st Year	\$30.54	\$35.12
<b>Maintenance Person - Licensed</b>		
Leadhand	\$51.10	\$58.76
Journeyman	\$48.67	\$55.97

	Probationary	\$46.89	\$53.92
<b>Maintenance Person - Unlicensed</b>			
	Class A	\$38.39	\$44.15
	Probationary	\$35.90	\$41.28
*Oilsands Field Serviceperson working on a customer site but not working in a Field Truck will not be eligible for Field Premium.			
*** 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.			

**2014 Oilsands Certified Trades Service Department:**

(RWA included for Information Purposes only)

	<b>2014</b>	<b>15% RWA</b>
<b>*Field Serviceperson*</b>		
Leadhand	\$55.87	\$64.25
Journeyperson: Welder, Power Generation Electrician, Millwright, Machinist, Heavy Equipment Technician (HET)	\$53.28	\$61.27
Journeyperson: Heavy Duty Equipment Mechanic (Off Road), Truck and Transport Mechanic (On-Hwy, Power Systems Only), Power Generation Electrician (EGS Technician / Motor Rewind Technician)	\$51.99	\$59.79
Probationary	\$51.41	\$59.13
<b>Apprentice: Heavy Equipment Technician (HET)</b>		
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]	\$51.99	\$59.79
3rd Year	\$42.62	\$49.01
2nd year	\$37.30	\$42.90
1st year	\$31.97	\$36.77
<b>Shop Serviceperson</b>		
<b>Machinist, Non Destructive Testing (NDT) Technician</b>		
Leadhand	\$51.48	\$59.20
Journeyperson	\$49.04	\$56.39
Probationary	\$47.36	\$54.47
<b>Journeyperson</b>		
**Chargehand**	\$53.48	\$61.51
Leadhand	\$51.06	\$58.72
Journeyperson: Heavy Equipment Technician (HET), Welder, Warranty Technician, Power Generation Electrician, Estimator, Millwright, Gas Compression Technician (With HET)	\$48.61	\$55.90
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)	\$47.36	\$54.47
Probationary	\$46.44	\$53.40
<b>Apprentice: Heavy Equipment Technician (HET)</b>		
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]	\$47.36	\$54.47
3rd Year	\$38.91	\$44.75
2nd Year	\$34.03	\$39.13
1st Year	\$29.18	\$33.55
<b>Apprentice: Power Generation Electrician, Millwright, Machinist</b>		
4th Year	\$43.76	\$50.32
3rd Year	\$38.91	\$44.75
2nd Year	\$34.03	\$39.13
1st Year	\$29.18	\$33.55
<b>Apprentice Welder</b>		
3rd Year	\$41.33	\$47.53
2nd Year	\$36.47	\$41.94
1st Year	\$31.61	\$36.35
<b>Maintenance Person - Licensed</b>		
Leadhand	\$52.89	\$60.82
Journeyperson	\$50.37	\$57.93
Probationary	\$48.53	\$55.80

<b>Maintenance Person - Unlicensed</b>			
	Class A	\$39.73	\$45.69
	Probationary	\$37.15	\$42.72
*Oilsands Field Serviceperson working on a customer site but not working in a Field Truck will not be eligible for Field Premium.			
*** 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.			

**2015 Oilsands Certified Trades Service Department:**

(RWA included for Information Purposes only)

	<b>2015</b>	<b>15% RWA</b>
<b>*Field Serviceperson*</b>		
Leadhand	\$57.97	\$66.66
Journey person: Welder, Power Generation Electrician, Millwright, Machinist, Heavy Equipment Technician (HET)	\$55.28	\$63.57
Journey person: Heavy Duty Equipment Mechanic (Off Road), Truck and Transport Mechanic (On-Hwy, Power Systems Only), Power Generation Electrician (EGS Technician / Motor Rewind Technician)	\$53.94	\$62.03
Probationary	\$53.34	\$61.34
<b>Apprentice: Heavy Equipment Technician (HET)</b>		
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]	\$53.94	\$62.03
3rd Year	\$44.22	\$50.85
2nd year	\$38.70	\$44.50
1st year	\$33.17	\$38.14
<b>Shop Serviceperson</b>		
<b>Machinist, Non Destructive Testing (NDT) Technician</b>		
Leadhand	\$53.41	\$61.42
Journey person	\$50.88	\$58.51
Probationary	\$49.14	\$56.51
<b>Journey person</b>		
**Chargehand**	\$55.49	\$63.81
Leadhand	\$52.98	\$60.92
Journey person: Heavy Equipment Technician (HET), Welder, Warranty Technician, Power Generation Electrician, Estimator, Millwright, Gas Compression Technician (With HET)	\$50.43	\$58.00
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)	\$49.14	\$56.51
Probationary	\$48.18	\$55.40
<b>Apprentice: Heavy Equipment Technician (HET)</b>		
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]	\$49.14	\$56.51
3rd Year	\$40.37	\$46.42
2nd Year	\$35.30	\$40.60
1st Year	\$30.27	\$34.81
<b>Apprentice: Power Generation Electrician, Millwright, Machinist</b>		
4th Year	\$45.40	\$52.21
3rd Year	\$40.37	\$46.42
2nd Year	\$35.30	\$40.60
1st Year	\$30.27	\$34.81
<b>Apprentice Welder</b>		
3rd Year	\$42.88	\$49.31
2nd Year	\$37.84	\$43.51
1st Year	\$32.79	\$37.71
<b>Maintenance Person - Licensed</b>		
Leadhand	\$54.87	\$63.10
Journey person	\$52.26	\$60.10
Probationary	\$50.34	\$57.90

<b>Maintenance Person - Unlicensed</b>		
Class A	\$41.22	\$47.40
Probationary	\$38.54	\$44.33
*Oilsands Field Serviceperson working on a customer site but not working in a Field Truck will not be eligible for Field Premium.		
*** 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.		

**2013 Oilsands Parts Dept. Trades:**

(RWA included for Information Purposes only)

<b>Field Department</b>	<b>2013</b>			<b>15% RWA</b>		
<b>Categories</b>	<b>#1</b>	<b>#2</b>		<b>#1</b>	<b>#2</b>	
Leadhand	\$46.06	\$42.91		\$52.97	\$49.35	
Journeyman Parts Technician / Countersalesperson	\$43.87	\$40.85		\$50.45	\$46.98	
Probationary	\$39.11	\$36.10		\$44.98	\$41.52	
<b>Parts Apprentice</b>						
3rd Year	\$37.30			\$42.89		
2nd Year	\$32.90			\$37.83		
1st Year	\$28.52			\$32.80		
<b>Materials Supply Assistant (Albian Site Only)</b>						
<b>Categories</b>		<b>#2</b>	<b>#3</b>		<b>#2</b>	<b>#3</b>
Warehouseperson		\$34.93	\$33.31		\$40.17	\$38.30
19-24 Months		\$32.91	\$31.36		\$37.84	\$36.06
13-18 Months		\$30.89	\$29.44		\$35.52	\$33.85
0-12 Months		\$28.89	\$27.78		\$33.22	\$31.94
<b>Shop Department</b>	<b>2013</b>			<b>15% RWA</b>		
<b>Categories</b>	<b>#1</b>	<b>#2</b>		<b>#1</b>	<b>#2</b>	
Leadhand	\$43.45	\$40.47		\$49.96	\$46.54	
Journeyman	\$41.39	\$38.53		\$47.59	\$44.31	
Probationary	\$39.90	\$36.99		\$45.89	\$42.54	
<b>Parts Apprentice</b>						
3rd Year	\$35.18			\$40.46		
2nd Year	\$31.04			\$35.70		
1st Year	\$26.90			\$30.94		
<b>Materials Supply Assistant</b>						
<b>Categories</b>		<b>#2</b>	<b>#3</b>		<b>#2</b>	<b>#3</b>
Leadhand		\$34.61	\$33.02		\$39.80	\$37.97
Warehouseperson		\$32.96	\$31.45		\$37.90	\$36.16
19-24 Months		\$31.05	\$29.59		\$35.71	\$34.03
13-18 Months		\$29.15	\$27.76		\$33.52	\$31.92
0-12 Months		\$27.25	\$25.94		\$31.34	\$29.83
<b>Parts Department Categories:</b>						
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).						
<b>(Note:</b> Category 2 Journeyman will only include those grandfathered Employees and temporary apprentice graduates).						
3. Parts Picker/Stocker.						
<b>Used Parts Department Categories:</b>						
1. Instore/Counter Sales.						
2. Used Parts Warehouse						

**2014 Oilsands Parts Dept. Trades:**

(RWA included for Information Purposes only)

<b>Field Department</b>	<b>2014</b>			<b>15% RWA</b>		
<b>Categories</b>	<b>#1</b>	<b>#2</b>		<b>#1</b>	<b>#2</b>	
Leadhand	\$47.67	\$44.41		\$54.82	\$51.07	
Journeyman Parts Technician / Countersalesperson	\$45.40	\$42.28		\$52.21	\$48.62	
Probationary	\$40.48	\$37.36		\$46.55	\$42.97	
<b>Parts Apprentice</b>						
3rd Year	\$38.60			\$44.39		
2nd Year	\$34.05			\$39.16		
1st Year	\$29.52			\$33.95		
<b>Materials Supply Assistant (Albian Site Only)</b>						
<b>Categories</b>		<b>#2</b>	<b>#3</b>		<b>#2</b>	<b>#3</b>
Warehouseperson		\$36.15	\$34.48		\$41.57	\$39.65
19-24 Months		\$34.06	\$32.46		\$39.17	\$37.33
13-18 Months		\$31.97	\$30.47		\$36.77	\$35.04
0-12 Months		\$29.90	\$28.75		\$34.39	\$33.06
<b>Shop Department</b>	<b>2014</b>			<b>15% RWA</b>		
<b>Categories</b>	<b>#1</b>	<b>#2</b>		<b>#1</b>	<b>#2</b>	
Leadhand	\$44.97	\$41.88		\$51.71	\$48.17	
Journeyman	\$42.83	\$39.88		\$49.26	\$45.86	
Probationary	\$41.30	\$38.28		\$47.49	\$44.02	
<b>Parts Apprentice</b>						
3rd Year	\$36.42			\$41.88		
2nd Year	\$32.13			\$36.95		
1st Year	\$27.84			\$32.02		
<b>Materials Supply Assistant</b>						
<b>Categories</b>		<b>#2</b>	<b>#3</b>		<b>#2</b>	<b>#3</b>
Leadhand		\$35.82	\$34.17		\$41.19	\$39.30
Warehouseperson		\$34.11	\$32.55		\$39.23	\$37.43
19-24 Months		\$32.14	\$30.63		\$36.96	\$35.22
13-18 Months		\$30.17	\$28.73		\$34.69	\$33.04
0-12 Months		\$28.21	\$26.84		\$32.44	\$30.87
<b>Parts Department Categories:</b>						
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).						
<b>(Note:</b> Category 2 Journeyman will only include those grandfathered Employees and temporary apprentice graduates).						
3. Parts Picker/Stocker.						
<b>Used Parts Department Categories:</b>						
1. Instore/Counter Sales.						
2. Used Parts Warehouse						

**2015 Oilsands Parts Dept. Trades:**

(RWA included for Information Purposes only)

<b>Field Department</b>	<b>2015</b>			<b>15% RWA</b>		
<b>Categories</b>	<b>#1</b>	<b>#2</b>		<b>#1</b>	<b>#2</b>	
Leadhand	\$49.46	\$46.08		\$56.88	\$52.99	
Journeyman Parts Technician / Countersalesperson	\$47.10	\$43.86		\$54.17	\$50.44	
Probationary	\$41.99	\$38.77		\$48.29	\$44.58	
<b>Parts Apprentice</b>						
3rd Year	\$40.05			\$46.06		
2nd Year	\$35.33			\$40.62		
1st Year	\$30.62			\$35.22		
<b>Materials Supply Assistant (Albian Site Only)</b>						
<b>Categories</b>		<b>#2</b>	<b>#3</b>		<b>#2</b>	<b>#3</b>
Warehouseperson		\$37.50	\$35.77		\$43.13	\$41.13
19-24 Months		\$35.34	\$33.68		\$40.64	\$38.73
13-18 Months		\$33.17	\$31.61		\$38.14	\$36.35
0-12 Months		\$31.02	\$29.83		\$35.68	\$34.30
<b>Shop Department</b>	<b>2015</b>			<b>15% RWA</b>		
<b>Categories</b>	<b>#1</b>	<b>#2</b>		<b>#1</b>	<b>#2</b>	
Leadhand	\$46.65	\$43.45		\$53.65	\$49.97	
Journeyman	\$44.44	\$41.38		\$51.10	\$47.58	
Probationary	\$42.85	\$39.72		\$49.27	\$45.67	
<b>Parts Apprentice</b>						
3rd Year	\$37.78			\$43.45		
2nd Year	\$33.33			\$38.33		
1st Year	\$28.89			\$33.22		
<b>Materials Supply Assistant</b>						
<b>Categories</b>		<b>#2</b>	<b>#3</b>		<b>#2</b>	<b>#3</b>
Leadhand		\$37.16	\$35.45		\$42.74	\$40.77
Warehouseperson		\$35.39	\$33.77		\$40.70	\$38.83
19-24 Months		\$33.35	\$31.77		\$38.35	\$36.54
13-18 Months		\$31.30	\$29.81		\$36.00	\$34.28
0-12 Months		\$29.26	\$27.85		\$33.65	\$32.03
<b>Parts Department Categories:</b>						
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).						
<b>(Note:</b> Category 2 Journeyman will only include those grandfathered Employees and temporary apprentice graduates).						
3. Parts Picker/Stocker.						
<b>Used Parts Department Categories:</b>						
1. Instore/Counter Sales.						
2. Used Parts Warehouse						

**2013 Oilsands Skilled / Semi Skilled:**

(RWA included for Information Purposes only)

	<b>2013</b>	<b>15% RWA</b>
<b>Category A:</b> Painter, Heavy Truck Driver (Over 3 Ton), Track Press Operator, Auto-Welding Machine Operator		
Leadhand	\$40.61	\$46.70
Class A	\$38.67	\$44.47
Class B	\$37.22	\$42.81
Probationary	\$35.89	\$41.27
<b>Category B:</b> Hydraulic Hose Press Operator, Yardperson, Tool Room Attendant, Shipper/Receiver (Service Dept.)		
Leadhand	\$39.90	\$45.89
Class A	\$38.00	\$43.70
Class B	\$36.59	\$42.07
Probationary	\$35.23	\$40.51
<b>Category C:</b> Washbay Attendant		
Class A	\$32.07	\$36.89
Class B	\$30.78	\$35.39
Probationary	\$29.29	\$33.69
<b>Category D:</b> Labourer, Janitor		
Field Labourer (Suncor Site Only)	\$28.37	\$32.62
Class A	\$26.77	\$30.78
Class B	\$25.38	\$29.19
Probationary	\$23.96	\$27.55
<b>***Field Lubrication Serviceperson***</b>		
Field Lubrication Serviceperson - Non-Ticketed	\$40.99	\$47.13
Probationary: Field Lubrication Serviceperson - Non-Ticketed	\$36.89	\$42.42
<p>“***” 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.</p>		

**2014 Oilsands Skilled / Semi Skilled:**

(RWA included for Information Purposes only)

	<b>2014</b>	<b>15% RWA</b>
<b>Category A:</b> Painter, Heavy Truck Driver (Over 3 Ton), Track Press Operator, Auto-Welding Machine Operator		
Leadhand	\$42.03	\$48.34
Class A	\$40.02	\$46.02
Class B	\$38.53	\$44.30
Probationary	\$37.14	\$42.71
<b>Category B:</b> Hydraulic Hose Press Operator, Yardperson, Tool Room Attendant, Shipper/Receiver (Service Dept.)		
Leadhand	\$41.30	\$47.49
Class A	\$39.33	\$45.22
Class B	\$37.87	\$43.54
Probationary	\$36.46	\$41.93
<b>Category C:</b> Washbay Attendant		
Class A	\$33.20	\$38.18
Class B	\$31.85	\$36.63
Probationary	\$30.32	\$34.87
<b>Category D:</b> Labourer, Janitor		
Field Labourer (Suncor Site Only)	\$29.36	\$33.76
Class A	\$27.71	\$31.86
Class B	\$26.27	\$30.21
Probationary	\$24.80	\$28.51
<b>***Field Lubrication Serviceperson***</b>		
Field Lubrication Serviceperson - Non-Ticketed	\$42.42	\$48.78
Probationary: Field Lubrication Serviceperson - Non-Ticketed	\$38.18	\$43.90
<p>“***” 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.</p>		

**2015 Oilsands Skilled / Semi Skilled:**

(RWA included for Information Purposes only)

	<b>2015</b>	<b>15% RWA</b>
<b>Category A:</b> Painter, Heavy Truck Driver (Over 3 Ton), Track Press Operator, Auto-Welding Machine Operator		
Leadhand	\$43.61	\$50.15
Class A	\$41.52	\$47.75
Class B	\$39.97	\$45.97
Probationary	\$38.53	\$44.31
<b>Category B:</b> Hydraulic Hose Press Operator, Yardperson, Tool Room Attendant, Shipper/Receiver (Service Dept.)		
Leadhand	\$42.85	\$49.27
Class A	\$40.80	\$46.92
Class B	\$39.28	\$45.18
Probationary	\$37.83	\$43.50
<b>Category C:</b> Washbay Attendant		
Class A	\$34.44	\$39.61
Class B	\$33.05	\$38.00
Probationary	\$31.45	\$36.17
<b>Category D:</b> Labourer, Janitor		
Field Labourer (Suncor Site Only)	\$30.46	\$35.03
Class A	\$28.74	\$33.05
Class B	\$27.25	\$31.34
Probationary	\$25.72	\$29.58
<b>***Field Lubrication Serviceperson***</b>		
Field Lubrication Serviceperson - Non-Ticketed	\$44.01	\$50.61
Probationary: Field Lubrication Serviceperson - Non-Ticketed	\$39.61	\$45.55
<p>“***” 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.</p>		

All rates of pay in this Collective Agreement are to be adjusted according to article 13.01.

## **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.

<b>SERVICE DEPARTMENT LAYOFF CLASSIFICATIONS</b>	
A.	Apprentice Heavy Equipment Technician
B.	Auto Weld Machine Operator, Track Press Operator
C.	*G/F Chargehand*, Field Serviceperson, Journeyman Heavy Equipment Technician (HET), Journeyman Heavy Duty Equipment Mechanic (Off Road), Journeyman Truck and Transport Mechanic (On Hwy), Warranty Technician, Estimator
D.	Lab Technician (Uncertified)
E.	Lab Technician and Interpreter (Certified)
F.	Labourer, Janitor, Wash Bay Attendant
G.	Machinist and Machinist 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 and Welder Apprentice
P.	Yardperson
Q.	Gas Compression Technician
R.	Electronics Repair Technician
S.	Non Destructive Testing Technician
T.	Millwright and Millwright Apprentice
U.	Field Lubrication Serviceperson
V.	***Benchhand***
<b>PARTS DEPARTMENT LAYOFF CLASSIFICATIONS</b>	
A.	*G/F Chargehand*, Countersalesperson, Service Supply Clerk 1, Parts Journeyman, Special Duty Warehouse, Apprentice
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.	

### **CLASSIFICATION "B"**

#### **Parts Skilled Position Transfers**

- (i) If it is necessary to transfer Employees due to work shortage, transfers will be made to their previously held position.
- (ii) The transferring Employee must have more experience in the position than any Employee currently holding the position.
- (iii) If bumping occurs this procedure will apply progressively to other affected positions.
- (iv) It is understood that Leadhand positions are included in each of the above classifications.

## **SCHEDULE "C"**

### *SPECIAL PROVISIONS*

#### **NWT Medical Travel Allowance:**

1. 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 \$250.00 towards the deductible for referred medical care.

#### **Location Allowance:**

2. 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:

<b>LOCATIONS</b>	<b>May 1, 2013</b>
High Level	\$450.00 / Month
Fort McMurray/Wood Buffalo	\$1350.00 / Month
Hay River / Yellowknife	\$700.00 / Month
Inuvik	Free Accommodation

**SCHEDULE "D"****SUMMARY OF PREMIUMS FROM COLLECTIVE AGREEMENT OR LETTERS OF UNDERSTANDING**

<b>Afternoon Shift / Continuous Shift Night Shift Premium</b>	\$3.50 / Hour
<b>Tuesday – Saturday Shift Premium</b>	\$1.75 / Hour
<i>All hours worked on this shift and all categories except the PDC</i>	
<b>Weekend Shift Premium (PDC)</b>	\$3.00 / Hour
<i>For all hours worked on this shift</i>	
<b>Midnight Shift Premium (PDC, D34 and D14)</b>	\$3.75 / Hour
<i>For all hours worked on this shift</i>	
<b>First Aid Premium</b>	\$0.35 / Hour
<b>Field Premium</b>	
<i>For field service work performed off premises</i>	\$2.25 / Hour
<i>For parts work performed off premises - parts people</i>	\$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
<b>Dual Ticket Premium</b>	\$3.25 / Hour
<i>Where the Employer requires the Employee to hold both tickets in order to perform duties</i>	
<b>NOTE:</b> <i>This will be applied where the Employer requires the Employee to hold two (2) Union and Employer recognized tickets in order to perform their duties.</i>	
<b>Continuous Shift Premium</b>	\$3.50 / Hour
<i>For all hours worked</i>	
<b>Leadhand Rates to apply to all Temporary Leadhand duties.</b>	
<b>Premiums do not attract overtime.</b>	

## **LETTERS OF UNDERSTANDING LISTING**

### ***General***

- Benefits and Premiums
- Banked Overtime
- Spousal Assistance
- Leave of Absence: Bob MacKinnon
- Leave of Absence: Kevin Clark
- Tuesday to Saturday Shift
- Continuous Shift
- Regional Hourly Wage Adjustment
- Union Management Relationship

### **Service Related**

- Customers Working in Employer Shops
- Maintenance Personnel
- Gas Compression Classification
- Power Generation Electrician
- Ticketed Automotive Technician

### **Parts Related**

- Material Supply Assistant
- Midnight Shift PDC Edmonton
- Material Supply Assistant (training)

### **Fort McMurray/Mildred Lake**

- Oil Sands Letter of Understanding

### **Ekati Br.55**

- Ekati Mine Operation

## **General Letters of Understanding**

### *LETTER OF UNDERSTANDING*

#### ***Reference: Benefit and Premiums***

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.

The Union and the Employer agree if benefit premiums are found to be insufficient the Employer shall approach the Union's Executive to request premium increases. The Union Executive reserves the right through consultation with the Employer and the Insurance Company to refuse the increase if the Union does not agree with the reasons for the increased premium. Documentation to justify the increase, as previously agreed, will be supplied at no charge to the Union.

### *LETTER OF UNDERSTANDING*

#### ***Reference: Banked Overtime***

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.

- (i) Overtime hours may be paid in wages or accumulated as follows:
- (ii) For time off during slow periods a maximum of one hundred and sixty (160) hours may be banked. A maximum of eighty (80) hours may be used in any calendar year under terms set out below. The additional eighty (80) hours may be used in the event of an Employer instigated layoff.
- (iii) Banked hours cannot be taken in the prime vacation period or added to regular holidays during the prime period. Under no circumstances can banked time be used as sick pay. The prime vacation period is defined as June 15th to September 15th and December 15th to December 31st.
- (iv) Working for a second Employer at any time during banked time off will be construed as moonlighting and will be subject to disciplinary action or dismissal.
- (v) Banked hours can only be taken at a time acceptable to both Management and Employee. If the Employer and an Employee cannot agree on a mutually acceptable time, either party may demand payout of the amount owing and close out the banked account.
- (vi) Banking of overtime may be inappropriate in locations of high overtime on a constant basis. In these cases Management should advise the Finning (Canada) A Division of Finning International Inc. Human Resources Department who will advise the Union.
- (vii) Banked overtime cannot be accumulated on temporary transfers.
- (viii) Banked time will be one hour banked at straight-time pay for each overtime hour worked, with the balance of the appropriate overtime (1/2 or 1 hour) rate to be paid on current paycheque.
- (ix) All shift, field and isolation differentials will be paid to the Employee on the paycheque for the pay periods during which the hours were actually worked.
- (x) Retroactive pay adjustments for hours banked during retroactive period will be made in a lump sum on one paycheque. The hours and amounts in the bank will not change.
- (xi) If the hours in the bank are at a rate that was last used two (2) years ago all the hours at that rate will be paid out.
- (xii) Straight time cannot be banked, only overtime can be banked.
- (xiii) Banked time may be used for appointment time when pre-arranged with their supervisor.

*LETTER OF UNDERSTANDING*

**Reference: Spousal Assistance**

All Resident Field Service Persons will receive a \$150/month spousal assistance paid as an expense. The Employee must submit, to their direct supervisor, a monthly invoice to receive payment.

*LETTER OF UNDERSTANDING*

**Reference: Leave of Absence: Bob MacKinnon**

Bob MacKinnon will continue his leave of absence, continue to accrue seniority (has been accruing since his leave and since his start date) while on leave and will have the right to his same or similar position (Journeyman H.E. Technician) when he returns to work.

He will have all the rights and privileges the Collective Agreement provides for someone who has the same seniority he will have from his start date.

There will be no discrimination or discipline for the Union activity he has been involved in.

*LETTER OF UNDERSTANDING*

**Reference: Leave of Absence: Kevin B. Clark**

Both parties agree that Kevin B Clark will take a leave of absence commencing September 1, 2008. His seniority will continue to accrue while on leave. He will have the right to return to his same or similar position (Journeyman A HET) upon his return to Finning International Inc.

He will have all the rights and privileges the Collective Agreement provides for a person who has the same seniority.

All holidays, bank time, vacation adjust and any other applicable benefits owing, will be paid out on the first pay period in September, 2008.

*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.

- (i) A premium will apply to Employees while working this shift, for all hours worked as outlined in Schedule "D".
- (ii) 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.
- (iii) 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.
- (iv) 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.
- (v) 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.
- (vi) 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

### **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 (twelve) 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: (i) 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 Employer to discuss the circumstances and agree upon terms and conditions that will address the needs of the situation in a timely fashion.
- (ii) The classifications required to fulfil the contract will be included in the notification to the Union.
- (iii) All positions will be posted and the shift configuration will be explained on the posting.

#### **Finning Shops / Facilities:**

- 2: (i) 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.
- (ii) 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.
- (iii) The classifications requested and areas of the business will be included in the business case submitted to the Union.
- (iv) 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.

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.

*LETTER OF UNDERSTANDING*

**Reference: Regional Hourly Wage Adjustment**

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.

The parties agree that a "Regional Hourly Wage Adjustment" apply to all Employees covered by the Collective Agreement, at the designated locations.

It is understood that the purpose of the adjustment is an attempt to attract and retain qualified Employees at the location. The Regional Hourly wage adjustment is not payable for temporary transfers.

The adjustment to be 15% of the hourly rate and apply to both standard and overtime hours.

Designated locations: Fort McMurray (Municipality of Wood Buffalo), Inuvik, Hay River, Yellowknife and Ekati, including employees attached to these branches.

The adjustment to be 5% of the hourly rate and apply to both standard and overtime hours.

Designated locations: Peace River and Grande Prairie, including employees attached to these branches.

As such, the Regional Hourly Wage Adjustment will be in force for the duration of the Collective Agreement.

*LETTER OF UNDERSTANDING*

**Reference: Union Management Relationship**

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.

As part of our joint understanding to work to improve the quality of the relationship between the Union and the Employer, it is agreed to hold quarterly meetings with agreed upon agendas and pre - determined dates. The topics for the agendas will be provided to each other no later than 1 week prior to the meeting. Generally it is intended for each party to have one-half of the one day session to cover their agenda. The meetings will commence within three (3) months after the signing of the Collective Agreement and will take place in Edmonton.

The objective is to provide both the Union and the Management with a better understanding of current business conditions. Examples of agenda items could be, economic conditions in the workplace, a review of strategic plans, employment relationship issues, the Employer operating results update, Branch Employee requirement updates and potential technological change, etc.

The Employer agrees to pay for the time lost from work for up to four (4) employees as committee members to a maximum of 8 hours on the day of the meeting.

The management group individuals attending will be available to provide information and make commitments for their area of responsibility.

The minutes of the meeting will be taken and distributed by the Union.

## **Service Related Letters of Understanding**

### *LETTER OF UNDERSTANDING*

#### ***Reference: Customers Working in FINNING (Canada) A Division of Finning International Inc. Shops or Adjoining Yards***

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.

To provide guidelines for the above, we provide the following:

- (i) Customer Employees working in Employer shops will be employed by the customer on a permanent basis.
- (ii) The ratio of Finning (Canada) A Division of Finning International Inc. Employees to Customer Employees will not exceed one to one per machine or major component.
- (iii) The time period for a Customer Employee working in Employer premises would not exceed ninety (90) days.
- (iv) Customer Employees must provide their own tools.
- (v) Customer Employees must be under the direction of a Finning (Canada) A Division of Finning International Inc. Employee.
- (vi) Customer Employees will not displace Finning (Canada) A Division of Finning International Inc. Employees.
- (vii) Customer Employees will adhere to Finning (Canada) A Division of Finning International Inc. Health and Safety Policies.
- (viii) A log book will be maintained and available for Union review. The log book will record the hours worked by Customer Employees on a machine or major component covered by this Letter of Understanding.

### *LETTER OF UNDERSTANDING*

#### ***Reference: Maintenance Personnel***

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.

Recently many of the facility assets have been sold to a financial institution and are now being leased. Finning (Canada) A Division of Finning International Inc. remains responsible and obligated to maintain and operate these facilities as we have in the past. This financial transaction will not adversely affect any of those maintenance personnel located in Calgary, Mildred Lake or Edmonton at the time of the transaction. Finning (Canada) A Division of Finning International Inc. will continue to employ maintenance personnel to carry-out maintenance and support activities where the amount of work and skills requirements are such that full-time positions are required.

*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 Employer will endeavour 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:
  - (i) Employees will be encouraged to enrol in the HET program;
  - (ii) Should a Millwright or Automotive Technician not want to enrol in the HET program, the Union will be notified in writing and the employee will be informed of the implications of that decision:
    - a. Lower rate of pay (see "d" below);
    - b. Inability to move to other classifications;
    - c. Possibilities of layoff during slow periods;
  - (iii) 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;
  - (iv) Employees without HET qualifications, will be paid 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 (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*

**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.

1. 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.
2. 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:
  - a. Employees will be required to enrol in the Electrical Apprenticeship program to attain their Electrical certification.
  - b. 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.
  - c. Employees without Electrical certification will be paid appropriate rates as outlined in Schedule A, until such time they achieve the Electrical certification.
  - d. 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: 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.

The employer can employ Certified Automotive Technicians to perform work the Heavy Equipment Technician apprentices would normally perform, under the following conditions:

1. All Certified Automotive Technicians shall be employed as a third (3rd) Apprentice Mechanic and will be paid at that rate in the collective agreement.
2. The Technicians shall be paid at the third (3rd) year 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 Heavy Duty Equipment Mechanic or Truck and Transport Mechanic rate in Schedule A of the collective agreement.
3. Upon completion of all the aspects of the Heavy Equipment Technician Trade requirements they shall move to the Heavy Equipment Technician rate in the collective agreement.
4. The Technicians shall be required to attend 1st, 3rd, 4th year technical training in the trade and acquire their Journeyman Certification in the Heavy Equipment Technician (HET) trade.
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.

## **Parts Related Letters of Understanding**

### *LETTER OF UNDERSTANDING*

#### ***Reference: Material Supply Assistant***

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 1992 negotiations it was agreed by the Employer and the Union that the classification of Material Supply Assistant would be included in the layoff and wage classifications. This is a position in the Parts Department which is considered a non-ticketed position.

It is agreed between the parties that any Employees employed before May 1, 1992 by the Employer as ticketed Journeypersons or indentured Apprentices will not be displaced by any Employees hired to work as Material Supply Assistants.

### *LETTER OF UNDERSTANDING*

#### ***Reference: Midnight Shift - P.D.C. Edmonton***

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.

The parties above agree that a "midnight" shift commencing at 10:00 p.m. and finishing at 6:30 a.m., Sunday through Thursday, will be implemented with a shift differential as outlined in Schedule D. This shift will be staffed by volunteers of the Parts Distribution Centre. These volunteers will be required to commit to the shift for the balance of the Collective Agreement and until such time as a subsequent Collective Agreement is in place.

All new hires after March 5, 1991 in the categories affected by the midnight shift will be required to work the said shift as needed. This would be a condition of hire.

A shift rotation will be in effect.

Those Employees hired prior to March 5, 1991 who do not volunteer will be considered exempt.

### *LETTER OF UNDERSTANDING*

#### ***Reference: Material Supply Assistant (training)***

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.

Material Supply Assistants who apply will be allowed an unpaid leave of absence (with adequate notice) to attend parts apprenticeship school providing:

- (i) They have completed two (2) years service as a full-time Employee,
- (ii) They have the current Finning (Canada) A Division of Finning International Inc. prerequisites for the Parts Apprenticeship Program upon completion of year two of the Apprentice, prior to commencement of year three.

It is understood that they will remain at the Material Supply Assistant rates until a vacancy exists for an Apprentice/Journeyperson Countersales.

It is understood that work schedules may need to be adjusted to make certain the needs of the business and the individuals may be accommodated. This may mean limiting the number of people who can attend apprenticeship school at any one time from any one location.

Finning (Canada) A Division of Finning International Inc. is prepared to assist the Employees to obtain the necessary prerequisites through the Educational Assistance Program.

This apprenticeship program for the Material Supply Assistant is conditional upon an application to the Apprenticeship Branch for any necessary variance from the Act and appropriate approvals being received.

This application will be supported by both the Employer and the Union.

## **Fort McMurray / Mildred Lake / Oilsands Related Letters of Understanding**

### *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 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 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" will be paid while working 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:

##### **(i) 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)

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.

##### **(ii) 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: 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 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 Employer will be posted.

**2. HOURS OF WORK:**

- (i) 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.
- (ii) The twelve (12) hour shift schedule requires an equal number of days on followed by days off.
- (iii) A shift is defined as the hours of work within a twenty-four (24) hour period.
- (iv) 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 5:30 a.m. and 8:00 a.m., and the second shift will begin between the hours of 5:30 p.m. and 8:00 p.m.

**4. STATUTORY HOLIDAYS:**

All holidays currently in the Collective Agreement will be taken as follows:

- (i) 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.
- (ii) 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.
- (iii) 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.

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 \$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

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 on / 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 Clause 15.03.
14. **INCONVENIENCE PAY (ICP):**
  - (i) \$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.
  - (ii) \$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, \$45.00 Inconvenience Pay shall also be paid for unscheduled call-outs from Fort McMurray to the Mildred Lake shop.
  - (iii) Employees travelling from Fort McMurray to any permanent worksite North of Mildred Lake will receive Inconvenience Pay of \$55.00 per day for each day worked on site.
  - (iv) 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.\*\*
  - (v) 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 Employer will meet as required to discuss any issues that arise.
17. **CAMP ACCOMMODATIONS**
  - (i) 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.
  - (ii) Employees residing in camp may be subject to taxable benefits costs for provided Camp Facilities as determined by Canada Revenue Agency guidelines.
  - (iii) 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.
  - (iv) As openings in the camp occur, vacancies for current Employees will be filled on a seniority basis dependent on availability.
  - (v) 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.
  - (vi) 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.
  - (vii) 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.

- (viii) Finning (Canada) will provide transportation to and from work and the camp daily where required, and for overtime days as well.
- (ix) All Employees staying in the Camp will be subject to all rules and regulations of the Camp provider.
- (x) If an Employee is removed through no fault of their own from a Customer Site Camp, the Employee will be provided alternative camp accommodations.
- (xi) 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

<b>7 x 7 Shift</b>	<b>Day 1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>
<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>	

<b>10 x 10 Days</b>	<b>Day 1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b>	<b>18</b>	<b>19</b>	<b>20</b>
<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>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</u>		<u>STAT Pay</u>							

<b>10 x 10 Nights</b>	<b>Day 1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b>	<b>18</b>	<b>19</b>	<b>20</b>
<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>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>							

Sick Time for the Entire "Days On" Period = No Stat Hours Counted

Sick or Vacation on Last Day of "Days On" = 8 hours stat will be applied to another regular work day

Vacation - 12 Hours per day Taken = 8 hours will be applied to the next regular work day (even if in the next rotation)

Vacation - 8 Hours per day Taken = No Stat Hours Counted

6 x 6 shift, 14 x 14 shift would apply the same as above.

## **Ekati Letter of Understanding**

### *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 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 \$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 \$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. 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 Clause 5.15 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 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 Customer paid for 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 agree 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.

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. 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.
15. The Employer agrees that the Heavy Equipment Technician Apprentice and Journeyperson Heavy Equipment Technician layoff classifications are combined for 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.

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

**SCHEDULE "A"**  
**WAGE CATEGORIES – EKATI SITE**

**2013 Ekati: Certified Trades Service Department:**

RWA included for information purposes only	2013	15%
<i>Field Servicepersons</i>		RWA
<b>Mechanical Trades</b>		
Leadhand	\$46.60	\$53.59
Heavy Equipment Technician (HET)	\$44.38	\$51.04
Heavy Duty Equipment Mechanic (Off-Road)	\$42.95	\$49.39
Probationary	\$42.81	\$49.23
<b>Journeyman Welder, Power Generation Electrician</b>		
Journeyman	\$44.38	\$51.04
Probationary	\$42.81	\$49.23
<b>Apprentice Mechanic</b>		
4th Year	\$39.96	\$45.96
3rd Year	\$35.51	\$40.84
2nd Year	\$31.06	\$35.72
1st Year	\$26.64	\$30.63
<b>Apprentice Welder</b>		
3rd Year	\$37.74	\$43.40
2nd Year	\$33.29	\$38.28
1st Year	\$28.86	\$33.19
<b>Tool Room Attendant</b>		
Class A	\$35.79	\$41.16
<i>Parts Department Trades</i>	#1	#1
Leadhand	\$40.98	\$47.13
Journeyman A	\$39.00	\$44.84
Journeyman B	\$37.60	\$43.23
Probationary	\$34.77	\$39.99
<b>Parts Apprentice</b>		
3rd Year	\$33.10	\$38.07
2nd Year	\$29.25	\$33.64
1st Year	\$25.36	\$29.16

**2014 Ekati: Certified Trades Service Department:**

RWA included for information purposes only	2014	15%
<i>Field Servicepersons</i>		RWA
<b>Mechanical Trades</b>		
Leadhand	\$48.23	\$55.46
Heavy Equipment Technician (HET)	\$45.94	\$52.83
Heavy Duty Equipment Mechanic (Off-Road)	\$44.45	\$51.12
Probationary	\$44.30	\$50.95
<b>Journeyman Welder, Power Generation Electrician</b>		
Journeyman	\$45.94	\$52.83
Probationary	\$44.30	\$50.95
<b>Apprentice Mechanic</b>		
4th Year	\$41.36	\$47.57
3rd Year	\$36.76	\$42.27
2nd Year	\$32.15	\$36.97
1st Year	\$27.57	\$31.70
<b>Apprentice Welder</b>		
3rd Year	\$39.06	\$44.92
2nd Year	\$34.45	\$39.62
1st Year	\$29.87	\$34.35
<b>Tool Room Attendant</b>		
Class A	\$37.04	\$42.60
<i>Parts Department Trades</i>	#1	#1
Leadhand	\$42.42	\$48.78
Journeyman A	\$40.36	\$46.41
Journeyman B	\$38.91	\$44.75
Probationary	\$35.99	\$41.39
<b>Parts Apprentice</b>		
3rd Year	\$34.26	\$39.40
2nd Year	\$30.28	\$34.82
1st Year	\$26.25	\$30.18

**2015 Ekati: Certified Trades Service Department:**

RWA included for information purposes only	2015	15%
<i>Field Servicepersons</i>		RWA
<b>Mechanical Trades</b>		
Leadhand	\$50.04	\$57.54
Heavy Equipment Technician (HET)	\$47.66	\$54.81
Heavy Duty Equipment Mechanic (Off-Road)	\$46.12	\$53.04
Probationary	\$45.97	\$52.86
<b>Journeyman Welder, Power Generation Electrician</b>		
Journeyman	\$47.66	\$54.81
Probationary	\$45.97	\$52.86
<b>Apprentice Mechanic</b>		
4th Year	\$42.91	\$49.35
3rd Year	\$38.13	\$43.85
2nd Year	\$33.36	\$38.36
1st Year	\$28.60	\$32.89
<b>Apprentice Welder</b>		
3rd Year	\$40.52	\$46.60
2nd Year	\$35.75	\$41.11
1st Year	\$30.99	\$35.64
<b>Tool Room Attendant</b>		
Class A	\$38.43	\$44.20
<i>Parts Department Trades</i>	#1	#1
Leadhand	\$44.01	\$50.61
Journeyman A	\$41.87	\$48.15
Journeyman B	\$40.37	\$46.42
Probationary	\$37.34	\$42.94
<b>Parts Apprentice</b>		
3rd Year	\$35.55	\$40.88
2nd Year	\$31.41	\$36.12
1st Year	\$27.23	\$31.31

## **ATTENTION ALL MEMBERS**

### ***Arrears in Dues***

Excerpt from the IAM Constitution:

Quote: "As used in this Constitution, delinquency is defined as the failure of a member to pay his/her dues..."

"Delinquency for 2 months in the payment of dues shall automatically cancel membership and all rights, privileges and benefits incident thereto." Unquote

### ***Dues Are Deducted By Payroll Deduction Only When a Member Is Working***

If a member is not working, for any reason, it is the member's responsibility to make sure that his/her own dues are kept up-to-date.

NOTE: There have been errors in dues check-off remittances to the Union, and with the member's cooperation in advising the Union office, errors or non-remittance can be rectified.

### ***Non-Payments of Dues***

When a member is laid off or leaves the Employer for any reason, or simply forgets about his/her unemployed dues, the member is subject to a PENALTY REINSTATEMENT FEE of six (6) times the current hourly rate when called back to work.

### ***Members off Work Due To Layoff***

Please notify the Union office immediately. The member will then be entitled to an out of work stamp, for which he/she must remit \$2.00 (two) per month.

### ***MEMBERS OFF WORK DUE TO ILLNESS/LTD***

Please notify the Union office immediately if you are off anytime during the last two (2) weeks of the month or longer. This is to ensure that member's dues are kept up to date.

### ***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>

### ***Lodge 99 Dues Structure***

Monthly working dues	Two and a quarter (2 ¼) times hourly rate
Out of work dues	Two (\$2.00) dollars per month
Reinstatement fees	Six (6) times the hourly rate