

Proposals Exchange

IAMAW Local 99

And

Finning Canada

- 2.04 The Employer and the Union recognize that there exists a duty to accommodate. 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. The Employer will provide and/or pay
any reasonable training costs not otherwise supported by the Insurance and/or
Compensation provider. The Employer, Union, and Employee will meet and discuss the
situation, and those discussions will include without otherwise limiting the discussion
possible positions, modifications, training requirements, and the process to be followed in
fulfilling their duty to accommodate. If a reasonable position cannot be found within twenty-
eight (28) days of when the employee is ready to return to work, he or she will be paid his
or her regular rate until he or she is placed in a position. 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.
- 5.06 (c) **Dual-ticket Employees**
Dual-ticket Employees hold their seniority in the layoff classification (as per Schedule "B")
into which they were initially hired. If it can be proven that the Employee performed the
majority of their work in the secondary layoff classification (not the classification in which
the Employee was initially hired), the Employee will be considered to be in that classification
for the purposes of layoff.
In the event that one or more dual-ticket Employees are subject to layoff, the least senior
dual-ticket employee regardless of classification (as per Schedule "B") will be laid off.
- 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.~~
- 5.07 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. Extend this language for the term of this agreement

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 contacted and 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.

5.14 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. If there are no vacancies in other Branches, lay off and recall rights for the Employee will continue as per article 5.
- (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 ~~(iv)~~ 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 \$~~7060~~.00 per diem (~~\$2015~~.00 breakfast, \$~~2015~~.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 by the Employer and the Union 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.

Ekati only: Temporary transfers will not extend past one hundred and twenty (120) days without Union approval.

- 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. If 7 days is not provided, overtime will be paid for the days less the appropriate notice. 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.
- 6.04 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.~~
- 6.08 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.
- 6.12 No other Employee shall be scheduled or required to be on standby. Where standby may be agreed to by the Employee, the Union, and the Employer, the Employee shall receive standby pay at \$5.00 per hour for each hour of standby.
- 6.14 ~~A limited banking of overtime hours will be permitted. The terms and conditions of this will be covered in a letter of understanding between the Employer and the Union.~~

8.01 (a) Statutory Holiday Schedule for non-continuous shifts:

Statutory Holiday Schedule	<u>2016</u>	<u>2017</u>	<u>2018</u>
New Years Day	<u>Friday</u> – Jan 1	<u>Monday</u> – Jan 2	<u>Monday</u> – Jan 1
Family Day	Monday – Feb <u>15</u>	Monday – Feb <u>20</u>	Monday – Feb <u>19</u>
Good Friday	Friday – Mar <u>25</u>	Friday – Apr <u>14</u>	Friday – <u>Mar 30</u>
Victoria Day	Monday – May <u>23</u>	Monday – May <u>22</u>	<u>Monday - May 21</u>
Aboriginal Day (NWT only)	<u>Tuesday</u> – Jun 21	<u>Wednesday</u> – Jun <u>21</u>	<u>Thursday Jun 21</u>
Canada Day	<u>Friday</u> – Jul 1	<u>Monday</u> – Jul <u>3</u>	<u>Monday – Jul 2</u>
Citizens Day	Monday – Aug <u>1</u>	Monday – Aug <u>7</u>	<u>Monday - Aug 6</u>
Labour Day	Monday – Sep <u>5</u>	Monday – Sep <u>4</u>	<u>Monday - Sept 3</u>
Thanksgiving	Monday – Oct <u>10</u>	Monday – Oct <u>9</u>	<u>Monday – Oct 8</u>
Remembrance Day	<u>Friday</u> – Nov 11	<u>Monday</u> – Nov <u>13</u>	<u>Monday – Nov 12</u>
Christmas Eve	<u>Monday</u> – Dec <u>26</u>	<u>Monday</u> – Dec <u>25</u>	<u>Tuesday – Dec 24</u>
Christmas Day	<u>Tuesday</u> – Dec <u>27</u>	<u>Tuesday</u> – Dec <u>26</u>	<u>Wednesday – Dec 25</u>
Boxing Day	<u>Wednesday</u> – Dec <u>28</u>	<u>Wednesday</u> – Dec <u>27</u>	<u>Thursday – Dec 26</u>

8.01 (b) Statutory Holiday Schedule and Credit Calculation Charts For Continuous Shifts and 12 Hour Shift Letters of Understanding:

Statutory Holiday Schedule	<u>2016</u>	<u>2017</u>	<u>2018</u>
<u>New Years Day</u>	<u>Friday</u> – Jan 1	<u>Sunday</u> – Jan 1	<u>Monday</u> – Jan 1
<u>Family Day</u>	<u>Monday</u> – Feb 15	<u>Monday</u> – Feb 20	<u>Monday</u> – Feb 19
<u>Good Friday</u>	<u>Friday</u> – Mar 25	<u>Friday</u> – Apr 14	<u>Friday</u> – Mar 30
<u>Victoria Day</u>	<u>Monday</u> – May 23	<u>Monday</u> – May 22	<u>Monday</u> – May 21
<u>Aboriginal Day (NWT only)</u>	<u>Tuesday</u> – Jun 21	<u>Wednesday</u> – Jun 21	<u>Thursday</u> – Jun 21
<u>Canada Day</u>	<u>Friday</u> – Jul 1	<u>Saturday</u> – Jul 1	<u>Sunday</u> – Jul 1
<u>Citizens Day</u>	<u>Monday</u> – Aug 1	<u>Monday</u> – Aug 7	<u>Monday</u> – Aug 6
<u>Labour Day</u>	<u>Monday</u> – Sep 5	<u>Monday</u> – Sep 4	<u>Monday</u> – Sep 3
<u>Thanksgiving</u>	<u>Monday</u> – Oct 10	<u>Monday</u> – Oct 9	<u>Monday</u> – Oct 8
<u>Remembrance Day</u>	<u>Friday</u> – Nov 11	<u>Saturday</u> – Nov 11	<u>Sunday</u> – Nov 11
<u>Christmas Eve</u>	<u>Saturday</u> – Dec 24	<u>Sunday</u> – Dec 24	<u>Monday</u> – Dec 24
<u>Christmas Day</u>	<u>Sunday</u> – Dec 25	<u>Monday</u> – Dec 25	<u>Tuesday</u> – Dec 25
<u>Boxing Day</u>	<u>Monday</u> – Dec 26	<u>Tuesday</u> – Dec 26	<u>Wednesday</u> – Dec 26

Statutory Holiday Credit Calculations

When a statutory holiday falls on an Employee's normally scheduled day off it will be treated as if they had worked 8hrs for the purposes of calculating overtime for that rotation, it is considered hours worked towards the work week. As illustrated below these hours worked towards the work week are subtracted from the total number of straight time hours worked in a work rotation for the calculation of overtime. These hours are to be subtracted from the straight time hours at the end of the work rotation.

The following charts show examples of Statutory Holiday credit calculations for continuous shifts. 4x4, 6x6, 7x7, 10x10, 12x12, 14x14 all apply the same way based on their specific shift schedules

Normal Rotation (no Statutory holidays on days off)

<u>7 x 7 Shift</u>	<u>Day 1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>
<u>S/T</u>	<u>11.5</u>	<u>11.5</u>	<u>11.5</u>	<u>11.5</u>	<u>11.5</u>	<u>11.5</u>	<u>11.5</u>	<u>Off</u>	<u>Off</u>	<u>Off</u>	<u>Off</u>	<u>Off</u>	<u>Off</u>	<u>Off</u>
<u>O/T</u>	<u>0.5</u>	<u>0.5</u>	<u>0.5</u>	<u>0.5</u>	<u>0.5</u>	<u>0.5</u>	<u>0.5</u>	-	-	-	-	-	-	-
<u>No Stat Credit application</u>	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Statutory Holiday Falls on Days Off

<u>7 x 7 Shift</u>	<u>Day 1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>
<u>S/T</u>	<u>11.5</u>	<u>11.5</u>	<u>11.5</u>	<u>11.5</u>	<u>11.5</u>	<u>11.5</u>	<u>3.5</u>	<u>Off</u>	<u>Off</u>	<u>Off</u>	<u>Off</u>	<u>Off</u>	<u>Stat Holiday</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>8.0 + 0.5</u>	-	-	-	-	-	<u>12 Hrs Stat Pay</u>	-
<u>Stat Credit application</u>	-	-	-	-	-	-	<u>8 hrs of Stat Credit is applied on this day</u>	-	-	-	-	-	<u>8 Hrs Stat Credit</u>	-

More than one statutory holiday falls on days off

<u>7 x 7 Shift</u>	<u>Day 1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>
<u>S/T</u>	<u>11.5</u>	<u>11.5</u>	<u>11.5</u>	<u>11.5</u>	<u>11.5</u>	<u>7</u>	<u>0</u>	<u>Off</u>	<u>Off</u>	<u>Off</u>	<u>Off</u>	<u>Stat Holiday</u>	<u>Stat Holiday</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>4.5 + 0.5</u>	<u>11.5 + 0.5</u>	-	-	-	-	<u>12 Hrs Stat Pay</u>	<u>12 Hrs Stat Pay</u>	-
<u>Stat Credit application</u>	-	-	-	-	-	<u>The remaining 4.5 hours of Stat Credit is applied on this day</u>	<u>11.5 hrs of Stat Credit is applied on this day</u>	-	-	-	-	<u>8 Hrs Stat Credit</u>	<u>8 Hrs Stat Credit</u>	-

When more than one stat holiday occurs on an Employee's scheduled days off, the hours credit is added together and is applied to the last days worked in the Employee's regular work schedule. The resultant overtime is to be paid at the applicable rate for the day of the week. All shift configurations will have these credits applied in this fashion

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

Sick or Vacation on Last Day of "Days On" = 8 hours Stat Credit will be applied to the last regular work day worked

Vacation - 12 Hours per day Taken = 8 hours Stat Credit 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

All continuous shift configurations would apply the same as above based on their respective days on/off shift schedule.

All Overtime as a result of the Stat Credit is at Applicable rates

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.~~

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.~~
Vacation requests submitted prior to April 15th of the current vacation year will be governed by seniority preference. All vacation requests will be responded to by May 15 of the current vacation year. Requests after April 15th will be considered on a first come first serve basis. All vacation requests will be responded to within 30 days of submission of the request. In order to maintain an efficient Branch, the Employer may change scheduling of vacation periods if necessary.
Vacation period requests of less than five (5) days are subject to workload conditions and require express approval of the Supervisor.

9.03 During the prime vacation period 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.~~

9.06 Where an Employee is absent from work ~~for any reason, on an approved leave of absence 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.

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. Should 3 pairs of winter protective gear not be provided by September 30th of the year, an Employee can expense, and will be reimbursed for, the purchase of any winter gear that has not been supplied by September 30th. 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/cm² or joules/cm²) and size will be available to any Employee required to work with high voltage / amperage electricity and will be maintained and inspected by the Employer as required.

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

Employees, with the exception of those noted below are eligible for ~~a 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 ~~work outside Field Trucks~~ on a regular basis and Yardpersons are eligible for ~~a an (May 1, 2013—\$350.00)~~ allowance towards ~~the expense of new safety footwear, to compensate for~~ the purchase of a CSA and/or site-approved winter work boots.

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.

11.08 If an Employee chooses, he/she may review their Branch personnel file with their Supervisor on an annual basis.

Any disciplinary notice or Letter of Expectation 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:

Heavy Equipment Technician 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 1st of each year. This will be a taxable benefit where the Employee has the ability to purchase any brand of tools. To qualify, the Employee must have completed 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.

11.12 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) ~~\$70.00~~~~\$60.00~~ per diem (~~\$15.00~~~~\$20.00~~ breakfast, ~~\$15.00~~~~\$20.00~~ 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) ~~\$80.00~~~~\$70.00~~ per diem (~~\$15.00~~ ~~\$20.00~~ breakfast, ~~\$20.00~~~~\$25.00~~ lunch, ~~\$35.00~~ ~~\$40.00~~ 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 (ab) Tool Boxes:

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

Employees laid off by the Employer will be eligible to have their tools shipped to their home address at the Employer's expense.

11.14 Any travel time for required training and/or orientation is considered time worked and will be paid at applicable 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.

12.03 ~~The Employer and the Union agree that~~ 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, gender, gender identity and gender expressionsex, age, family status, marital status, ancestry, or place of origin of that person, source of income, sexual orientation, or to a person having a mental disability or physical disability~~handicap~~.

12.04 ~~The parties agree that h~~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.

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.

0.003-00 % General Increase	Effective May 1, 2016 <u>2013</u>
2.003-50 % General Increase	Effective May 1, 2017 <u>2014</u>
3.75% General Increase	Effective May 1, 2015

13.03 The Employer ~~agrees to will~~ 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.

- 13.05 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. If the Employee can substantiate any losses as a result of these errors, the Employer agrees to make the Employee whole in all respects. 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.
- 13.07 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.
The maximum duration of any Employee filling in a premium position will be ninety (90) days. After ninety (90) days, the premium position will be posted.
- 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.~~
Any employee removed from a third party site by a customer or the Employer will remain an Employee and will continue to be paid until such time as all details are worked out. The IAM Lodge 99 Business Rep and the Employer will meet to discuss options before the Employee is placed in another position or different work facility within 15 days of removal from any third party site.
- 14.04 The employer will exercise its' authority and discretion under the Collective Agreement in a fair and reasonable manner.
- 15.01 (a)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 a 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.

15.02

Group Insurance:

Add policy numbers and dates for each policy.

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.	
<u>Long-term disability</u>		<u>100% of current premiums</u>

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, & Short-Term Disability, and WCB 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: The terms and conditions for Short-Term Disability are listed only within this Collective Agreement.

- (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.

~~(v)(vi) Occupational illnesses and/or injuries will be paid by WCB and the Employer will top up the WCB payment to the STD amount eligible to the employee.~~

~~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:~~

~~(viii) ————— Employees being asked to substantiate excessive days of illness with a doctors certification at the employees expense;~~

~~(ix) ————— 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.~~

Employees are entitled to a maximum of eighty (80) working days as Short-Term Disability. Where the disability is continuous, the maximum benefit entitlement will be eighty (80) working days in a one hundred and five (105) day period. When an Employee is able to return to work to full or modified duties, the time worked will not be considered sick time and the Employee's entitlement to Short-Term Disability shall remain. When an Employee has exhausted their Short-Term Disability entitlement and/or the Long-Term Elimination period has passed, the Employee's claim will be processed in accordance with Long-Term Disability plan provisions.

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. Employees are entitled to a maximum of fifty-three (53) working days as Short-Term Disability. Where the disability is continuous, the maximum benefit entitlement will be fifty-three (53) working days in a one hundred and five (105) day period. When an Employee is able to return to work to full or modified duties, the time worked will not be considered sick time and the Employee's entitlement to Short-Term Disability shall remain. When an Employee has exhausted their Short-Term Disability entitlement and/or the Long-Term Elimination period has passed, the Employee's claim will be processed in accordance with Long-Term Disability plan provisions. ~~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~~ will be waived.

15.03 (b) ~~Delete contingent upon moving this language to 15.01 (a)~~

~~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.~~

16.07 The Employer will only request and use a three (3) year driver's abstract consent form.

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), a new pension plan is introduced herein, see 17.04.

17.03 Eligibility for Pension Plan membership will commence upon date of hire. Vesting will be immediate 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 31st of the following year shall be given to each Employee participating in the pension plan stating the value of the pension credits earned. Booklets describing benefits provided under the plans shall be made available from the Branch Human Resources contact. The official Pension plan document provides a full description of the governing terms and conditions.

17.04 Introduction of 692 Pension plan.

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.~~

IAMAW Lodge 99 Executive members will be granted all time off necessary for them to carry out their duties. The Union will make every reasonable effort to minimize this time away from work.

19.09 Members of the bargaining committee, not to exceed ~~four (4) five (5)~~ in number, shall be paid at regular rates for a period of time not to exceed one hundred and ~~sixty (160) twenty (120)~~ hours per person. This would only apply on years where negotiations were held.

IAMAW Lodge 99 Bargaining Committee members will be granted all time off necessary, for them to carry out their duties. Any committee members performing bargaining business on days off will have the days worked moved to a future work schedule. These days will be taken off within six (6) months of ratification.

20.03 Unless a grievance of an Employee or a policy grievance is presented to the Employer within ~~thirty (30) ten (10)~~ working days of the grievor from the date when the grievance first arose, or in the case of dismissal of Employees within ~~thirty (30) 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.

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

1. Alan Beattie <u>Lyle Kanee</u>
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.

23.01 It is understood and agreed between the parties hereto that they will commence bargaining for a new Collective Agreement to follow this one on or about January 31, 201~~86~~ and if they fail to conclude a new Collective Agreement before April 30, 201~~86~~ 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, 201~~86~~ 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, 201~~63~~ until April 30, 201~~86~~ and thereafter to the date when a new Collective Agreement comes into force or until a strike or lockout occurs, whichever is first.

SCHEDULE "A": WAGE CATEGORIES

Change rates to reflect accepted wage rates as per 13.01

Formatting changes to be made:

- Add Ekati wage schedule
- Headers
- Asterisks
- Bolding vs unbolding
- Examples can be shown
- Clarification of "Working out of a Truck"

SCHEDULE "B"

LAYOFF AND TRANSFER CLASSIFICATIONS

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

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

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

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

SERVICE DEPARTMENT LAYOFF CLASSIFICATIONS	
A.	Apprentice Heavy Equipment Technician
B.	Auto Weld Machine Operator, Track Press Operator
C.	*G/F Chargehand*, Field Serviceperson, Journeyperson Heavy Equipment Technician (HET), Journeyperson Heavy Duty Equipment Mechanic (Off Road), Journeyperson 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 (<u>non-ticketed</u>)
V.	***Benchhand***
PARTS DEPARTMENT LAYOFF CLASSIFICATIONS	
A.	*G/F Chargehand*, Countersalesperson, Service Supply Clerk 1, Parts Journeyperson, 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 "D"

SUMMARY OF PREMIUMS FROM COLLECTIVE AGREEMENT OR LETTERS OF UNDERSTANDING

Afternoon Shift / Continuous Shift Night Shift Premium	\$3.50 / Hour
Afternoon Shift / Continuous Shift Night Shift Premium – Top 10% members *	<u>\$4.50 / Hour</u>
Tuesday – Saturday Shift Premium	\$1.75 / Hour
All hours worked on this shift and all categories except the PDC	
Weekend Shift Premium (PDC)	\$3.00 / Hour
For all hours worked on this shift	
Midnight Shift Premium (PDC, D34, and D14, <u>and D11</u>)	\$3.75 / Hour
For all hours worked on this shift	
First Aid Premium	\$0.35 / Hour
Field Premium	
For field service work performed off premises	\$2.25 / Hour
For parts work performed off premises - parts people	\$1.50 / Hour
For parts work performed underground	\$1.50 / Hour
For Feeder/Breaker work performed by Track Press Operators (in addition to field premium) Replaces LOU 00-07 (Mildred Lake Shop Only)	\$1.50 / Hour
Dual Ticket Premium	\$3.25 / Hour
Where the Employer requires the Employee to hold both tickets in order to perform duties	
NOTE: 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.	
Continuous Shift Premium	\$3.50 / Hour
For all hours worked	
Leadhand Rates to apply to all Temporary Leadhand duties.	
Premiums do not attract overtime.	

*this proposal is contingent upon acceptance of this premium for resolution of grievance # 14-108

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.

~~(vii)~~ Overtime hours may be paid in wages or accumulated as follows:

~~(viii)~~ For time off during slow periods a maximum of one hundred and sixty (160) hours may be banked. ~~A maximum of eighty (80) These~~ 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.~~

~~(ix)a.~~ Banked hours cannot be taken in the prime vacation period or added to regular holidays during the prime vacation 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.~~

~~(x)b.~~ 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.

~~(xi)c.~~ 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.

~~(xii)d.~~ 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.

~~(xiii)e.~~ Banked overtime cannot be accumulated on temporary transfers.

~~(xiv)f.~~ 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 paycheck.

~~(xv)g.~~ All shift, field and isolation differentials will be paid to the Employee on the paycheck for the pay periods during which the hours were actually worked.

~~(xvi)h.~~ Retroactive pay adjustments for hours banked during retroactive period will be made in a lump sum on one paycheck. The hours and amounts in the bank will not change.

~~(xvii)i.~~ 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.

~~(xviii)j.~~ Straight time cannot be banked, only overtime can be banked.

~~(xix)~~ ~~Banked time may be used for appointment time when pre-arranged with their supervisor.~~

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: 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 ~~twelve (12)~~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.

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"~~"iv" 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: 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, 7 on and 7 off, 14 on and 14 off (as well as Grandfathered 12 on and 12 off);
- 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.

All field Employees will be marshalled from their respective facilities.

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 facility-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 and they do not work the Statutory Holiday, 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 does not work the Statutory Holiday, the Employee shall be paid twelve (12) hours at his-their hourly rate.
- (iii) When the Employee works a Statutory Holiday on an Employee's normally scheduled workday, theyhe shall receive twelve (12) hours pay at theirhis regular hourly rate for the Statutory holiday, and in addition, shall be paid double time theirhis hourly rate for all hours worked that day.
- (iv) When the Employee works a Statutory Holiday on an Employee's normally scheduled day off, they shall receive twelve (12) hours pay at their hourly rate for the holiday; these hours will count as eight (8) hours worked towards the work week. In addition, the Employee shall be paid double their 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) hours 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 the prime vacation period 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 Employer or Customer supplied Camp offsite 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.
- ~~(ii)(iii)~~ \$45.00 for each day of work shall be paid to Employees who are required to travel on Customer supplied busing and / or using their personal vehicles from Fort McMurray to Syncrude Base Mine.
- ~~(iii)(iv)~~ Employees travelling from Fort McMurray to any permanent worksite North of Mildred Lake will be paid receive Inconvenience Pay of \$55.00 per day for each day worked on-site or at a Finning Facility.
- ~~(iv)(v)~~ Kearl site – Employees travelling to and from the Kearl site to camp will be paid 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)(vi)~~ 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.~~ The Employer will ensure that a camp room is available for any eligible Employee who requests it.
- (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~~

7x7 Shift	Day 1	2	3	4	5	6	7	8	9	10	11	12	13	14
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<u>S/T</u>	<u>11.5</u>	<u>11.5</u>	<u>11.5</u>	<u>11.5</u>	<u>11.5</u>	<u>11.5</u>	<u>3.5</u>	<u>Off</u>	<u>Off</u>	<u>Off</u>	<u>Off</u>	<u>Off</u>	<u>12 Hrs Stat Pay</u>	<u>Off</u>
<u>O/T</u>	<u>0.5</u>	<u>0.5</u>	<u>0.5</u>	<u>0.5</u>	<u>0.5</u>	<u>0.5</u>	<u>8.5</u>						<u>STAT Pay</u>	

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

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

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:

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, shall receive the housing allowance as per Schedule "C", 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 the prime vacation period 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 \$~~1.251-00~~ 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 the one hundred and sixty (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, Material Supply Assistants, 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. The Employer agrees that the Material Supply Assistant, Parts Apprentice and Journeyperson Partsperson 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, Yellowknife, or (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.
18. The parties agree to meet to discuss and resolve any issues that have not been anticipated herein.

SCHEDULE "A"

WAGE CATEGORIES – EKATI SITE

Move this schedule into the main schedule "A". Rename this schedule to include Snap Lake, Gahcho Kue, and Yellowknife

20165 Ekati: Certified Trades Service Department (all wages have 6% field rate built-in):

Update schedule based on wage increases and term

RWA included for information purposes only	2016	15%
Mechanical Trades Field Servicepersons		RWA
Field ServicepersonsMechanical Trades		
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
<u>Journey person Welder, Power Generation Electrician</u>		
Journey person	\$47.66	\$54.81
Probationary	\$45.97	\$52.86
<u>Apprentice Mechanic</u>		
4th Year	\$46.12 \$42.91	\$53.04 \$49.35
3rd Year	\$38.13	\$43.85
2nd Year	\$33.36	\$38.36
1st Year	\$28.60	\$32.89
<u>Apprentice Welder</u>		
3rd Year	\$40.52	\$46.60
2nd Year	\$35.75	\$41.11
1st Year	\$30.99	\$35.64
<u>Tool Room Attendant</u>		
Class A	\$38.43	\$44.20
Parts Department Trades	#1	#1
Leadhand	\$44.01	\$50.61
Journey person A	\$41.87	\$48.15
Journey person B	\$40.37	\$46.42

Probationary	\$37.34	\$42.94
<i>Parts Apprentice</i>		
3rd Year	\$35.55	\$40.88
2nd Year	\$31.41	\$36.12
1st Year	\$27.23	\$31.31
<i>Material Supply assistant</i>		
<u>Warehouseperson #2</u>	<u>\$33.37</u>	<u>\$38.38</u>
<u>19-24 months</u>	<u>\$31.41</u>	<u>\$36.12</u>
<u>13-18 months</u>	<u>\$29.51</u>	<u>\$33.94</u>
<u>0-12 months</u>	<u>\$27.55</u>	<u>\$31.68</u>

LETTER OF UNDERSTANDING

BETWEEN

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS LOCAL LODGE 99 (the "Union")**

And

**FINNING
INTERNATIONAL INC.
(Finning)**

**(90-02) RE: Finning Parts
Express**

There are approximately 20 drivers in total operating trucks that pick up and deliver at Finning/~~Angus~~ operations. These drivers will perform work coincident with the loading and unloading of the vehicles. This does not include handling individual parts in and out of bins.

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

The Employer will pay Contractor dues at the rate of two-point-two-five (2.25) times the Heavy Truck Driver rate in Schedule "A" of the Alberta Collective Agreement to Local Lodge 99 on a monthly basis for the twenty (20) trucks performing these tasks.

Upon request, the Employer will provide to the Union a summary of this payment.

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

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

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

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

**LETTER OF UNDERSTANDING BETWEEN
INTERNATIONAL ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS LOCAL LODGE 99 (the "Union")**

And

**FINNING
INTERNATIONAL INC.
(Finning)**

**(06-12) RE: Working Out
of Canada**

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

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

LETTER OF UNDERSTANDING BETWEEN

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS LOCAL LODGE 99 (the "Union")

And

FINNING INTERNATIONAL INC. (Finning)

(08-12) ThinkBIG and FINNTech-Programs

The Think BIG ~~and FINNTech-Programs are~~ is intended to supplement the traditional apprenticeship program. These programs may be expanded over time while still providing current employees opportunities to enroll.

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

Finning will have the discretion, according to its operational requirements to provide all students of these programs, work experience at any given time. Such assignments will not be subject to the posting requirements of the Collective Agreement. These work experience terms will not be longer than three (3) months each.

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

- 1) The terms of the ~~ThinkBIG and FINNTech~~ programs for **current** Finning employees accepted into the program are as follows:
 - a) They will become indentured apprentices with the Alberta Apprenticeship and Industry Training program (AIT) and, enrolled in the ThinkBig ~~or FINNTech~~ programs.
 - b) They will be entitled to the provisions outlined in Article 10, and all other terms and conditions of the Collective Agreement, not including the living subsidy.
 - c) While engaged in their work experience terms will be paid first year apprentice rate in their respective locations, including any applicable regional wage allowance for the first four (4) work terms. Apprentices will be paid the second year apprentice rate for their final, fifth (5) work term. Should an Employee enter a program from an existing higher paid position Clause 10.05 of the collective agreement will apply.
 - d) Current employees (including those on layoff) who qualify based on program requirements will be accepted into the programs within twelve (12) months.
 - e) Should the Employee require any academic upgrading to enter the programs, the Employer will assist in getting whatever courses are necessary to facilitate entry to those programs.
- 2) The terms of the ~~Think BIG and FINNTech~~ programs for **external** applicants accepted into the program are as follows:
 - A. External Applicants will be hired on and indentured as Apprentices, if enrolled in the ThinkBIG ~~or FINNTech~~ Programs;
 - B. These Apprentices will not be paid wages or allowances while attending school; however

- they will have their tuition and books paid by the Employer;
- C. While engaged in their work experience terms will be paid the same hourly rate as first year apprentices in their respective locations, including any applicable regional wage allowance for the first four (4) work terms. Apprentices will be paid the second year apprentice rate for their final, fifth (5) work term;
 - D. All other terms and conditions of the Collective Agreement will be applied based on whether the apprentice is in a work term or in a school term.

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

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

Should either the ThinkBIG ~~or the FINNTech~~ program be expanded, modified, or any other similar program implemented, the Employer agrees to reach mutual agreement ~~meet~~ with the Union ~~and discuss the on all~~ terms and conditions affecting Employees one hundred twenty (120) days prior to implementation. Both parties agree to meet quarterly and discuss issues or concerns that are related to the implementation of this program.

LETTER OF UNDERSTANDING BETWEEN

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS LOCAL LODGE 99 (the "Union")

And

FINNING INTERNATIONAL INC. (Finning)

(08-20) RE: CNRL (Canadian Natural Resources Ltd. Horizon Site) in Fort McMurray

- a) Employees can choose to live in town and use the CNRL bus, which will entitle them to all the allowances applicable to Employees living in Ft McMurray as per the collective agreement and the applicable letters of understanding. CNRL provides flights at no cost to the Employee. The marshalling points for these flights are Calgary and Edmonton.
- b) The Employees can choose to commute to Ft McMurray in which case Finning will allow for an expense to be claimed to a maximum amount of \$250 one way (\$500 return). Any expenses in addition to \$250 one way (\$500 return) or in addition to a flight concurrent with the start and end of a regular scheduled shift shall be the Employee's responsibility.
- c) This LOU is based upon the current commercial relationship with CNRL which includes Finning compensation for flight expenses. In the event that CNRL discontinues their compensation for flights the Employer shall provide immediate notice to the Union and Employees. The employer will allow for a flight expense to be claimed to a maximum amount of \$250 each way for a period not to exceed ninety (90) days.

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

**LETTER OF UNDERSTANDING BETWEEN
INTERNATIONAL ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS LOCAL LODGE 99 (the "Union")**

And

**FINNING INTERNATIONAL
INC. (Finning)**

**(09-09) RE: Compressed work week, 10 hours a day 4 days a week for Customer Support Center
Edmonton**

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

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

- 1) Hours of work and shift times
The shift will consist of Monday to Thursday, 10 hour shift

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

- 3) Rest Breaks
The Employee shall be provided with three (3) paid fifteen (15) minute rest periods and one thirty (30) minute unpaid lunch period.

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

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

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

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

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

(10-05) RE: Letter of Understanding– Oilsands/ Wood Buffalo Operations– Shift Exceptions

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

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

- 5 x 2 Monday to Friday shift due to former top 10% privileges
 - Feyyas Ginse
- 5 x 2 Monday to Friday shift previously agreed to between the parties
 - Fred Van De Reep
- 4 – 10 hour shifts, Monday to Thursday, previously agreed to between the parties
 - Wes Lastiwka
 - ~~Wendy Lastiwka~~

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

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

And

FINNING INTERNATIONAL INC. (Finning)

(10-07) RE: Twelve Hour Shift Agreement for Preventative Maintenance Groups

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

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

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

1. The Company has the option of scheduling work as per the Collective Agreement or on twelve (12) hour shifts. For full day shift coverage, this shift will consist of four (4) days on, followed by four (4) days off.

2. Hours of Work:

- (A) A day shall be the twenty-four (24) hour period commencing with the start of the Employee's regular scheduled shift. A week shall be the seven (7) day period between 6:00AM - 9:00AM Monday and 6:00AM -9:00AM on the succeeding Monday.
- (B) The twelve (12) hour shift schedule shall result in an average of forty-two (42) hours per week over an eight (8) week cycle. An Employee working on such a schedule shall be paid eleven and one-half (11.5) hours straight time, and one-half (0.5) hour at the applicable overtime rate of time and one-half at the base rate for that shift worked.
- (C) A shift is defined as the hours of work within a twenty-four (24) hour period.
- (D) A schedule is defined as days of work and the associated days of rest. Days of rest follow the days of work.

2.3. Shift Times:

The shift times will begin between 6:00AM and 9:00AM.

3.4. Statutory Holidays:

- ~~• 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.~~
- ~~• When a Statutory Holiday falls on an Employee's scheduled workday and the Employee does not work the statutory holiday, the Employee shall be paid twelve (12) hours at their hourly base rate.~~
- ~~• When the Employee works a Statutory Holiday, they shall receive twelve (12) hours pay at their regular hourly base rate, and in addition, shall be paid double time their hourly base rate for all hours worked that day.~~

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

4.5. Rest Breaks:

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

- 1)• After the first 3 hours of work, a 15 minute break;
- 2)• After 6 hours of work, a 30 minute break;
- 3)• After 9 hours of work, a 15 minute break.

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

5.6. Travel Time:

As per current Collective Agreement.

6.7. Overtime:

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

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

7.8. Overtime Meal:

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

If an Employee chooses not to take a meal break, they will be paid \$20.00. The time required to consume the meal shall not be less than one-half (0.5) hour.

8.9. Change of Shift:

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

9.10. Change of Schedule:

When a change to an Employee's work schedule takes place, after seven (7) days notification, the effective date of the new schedule will commence after the seven (7) days notification. Where the Employee works his scheduled days of rest, the applicable overtime rates will apply.

10.11. Training:

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

management and the Union.

11.12. Vacation:

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

12.13. Sick Time:

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

13.14. Twelve (12) Hour Continuous Shift Premium:

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

**LETTER OF UNDERSTANDING BETWEEN
INTERNATIONAL ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS LOCAL LODGE 99 (the "Union")**

And

FINNING INTERNATIONAL INC. (Finning)

(10-10) RE: Twelve Hour Shift Agreement Specific to Grande Cache Coal Corporation

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

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

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

This agreement is strictly for Grande Prairie Employees on a voluntary basis. The branch will post for the requisite number of positions on this shift. The intent of this agreement is to schedule the mechanics on a 7 days on and 7 days off advancing shift. The option for overtime, if available, will be at the mechanic's discretion on days off.

1) Hours of Work

The Company has the option of scheduling work as per the Collective Agreement or on twelve (12) hour shifts. For full day shift coverage – 7 days on, followed by 7 days off. The Company will endeavor to maintain field personnel on a consistent schedule.

- A) A day shall be the twenty-four (24) hour period commencing with the start of the Employee's regular scheduled shift. A week shall be the seven (7) day period between 6:00a.m. – 9:00 a.m. Monday 6:00a.m. – 9:00 a.m. on the succeeding Monday.
- B) The twelve (12) hour shift schedule shall result in an average of forty-two (42) hours per week over a two (2) week cycle.
- C) An Employee working on such a schedule shall be paid eleven and one half (11.5) hours straight time and one half (0.5) hour will be paid at the applicable overtime rate each day.
- D) A schedule is defined as days of work and the associated days of rest. Days of rest follow the days of work.

2) NSC Compliance

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

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

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

- A) No employee shall drive after accumulating thirteen (13) hours of driving time unless the driver takes eight (8) consecutive hours of off-duty time before driving again.
- B) No Employee shall drive after accumulating fourteen (14) hours of on-duty time in a day
- C) No Employee is permitted to drive or work after accumulating seventy (70) hours of on-duty time, unless they have accumulated a minimum of twenty-four (24) consecutive off-duty hours.

3) Shift Times:

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

4) Statutory Holidays:

- ~~1. 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.~~
 - ~~2. When a Statutory Holiday falls on an Employee's scheduled workday and the Employee does not work, the Employee shall be paid twelve (12) hours at his hourly base rate.~~
 - ~~3. When the Employee works a statutory holiday, they shall receive twelve (12) hours pay at his regular base rate, and in addition, shall be paid double time his hourly base rate for all hours worked that day.~~
- (i) When a Statutory Holiday falls on an Employee's scheduled day off and they do not work the Statutory Holiday, 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 does not work the Statutory Holiday, the Employee shall be paid twelve (12) hours at their hourly rate.
 - (iii) When the Employee works a Statutory Holiday on an Employee's normally scheduled workday, they shall receive twelve (12) hours pay at their hourly rate for the Statutory holiday, and in addition, shall be paid double time their hourly rate for all hours worked that day.
 - (iv) When the Employee works a Statutory Holiday on an Employee's normally scheduled day off, they shall receive twelve (12) hours pay at their hourly rate for the holiday; these hours will count as eight (8) hours worked towards the work week. In addition, the Employee shall be paid double their hourly rate for all hours worked that day.

5) Rest Breaks:

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

6) Travel Time:

As per the current Collective Agreement.

7) Overtime:

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

8) Overtime Meal:

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

9) Change of Shift:

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

10) Change of Schedule:

When a change to an Employee's work schedule takes place, the effective date of the new schedule will commence after the Employee's previously scheduled days of rest. Where the Employee works his scheduled days of rest, the applicable overtime rates will apply.

11) Bereavement Leave:

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

12) All other conditions of employment are as per the current Collective Agreement.**13) Training:**

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

14) Vacation:

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

~~12)~~15) Sick Time:

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

Collective Agreement.

13)16) Shift Premiums:

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

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

14)17) Meals:

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

15)18) Living Accommodations:

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

15)19) Either party may request a meeting to discuss and resolve any issues arising from this trial Letter of Understanding.

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

(11-05) RE: Inconvenience Pay for Finning KMC Group Working at both Syncrude and Suncor Site

This Letter of Understanding is on a "Without Prejudice or Precedent" basis and is specific to Finning (Canada) employees who are currently working as part of the KMC work group and who are supplied a company vehicle. Nothing in this Letter of Understanding shall be construed as altering the existing terms and conditions of the collective agreement. These conditions below are new additional conditions added further to the current collective agreement. This Letter forms part of the Collective Agreement between the parties.

The Employer and the Union agree to the following:

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

Liam Nolan
Wiley Purcha
Josh Bullock
Howard Batt
Randel Henkel

1. The above listed employees are currently supplied a shared Finning (Canada) marked vehicle to travel to and from both Syncrude and Suncor for the KMC work group. These individuals will now attract \$35 inconvenience pay. All other Branch 40 (D06) field employees will fall under the terms and conditions of the collective agreement.
2. Any future employees that are hired to work for the KMC work group at Suncor and Syncrude will receive the \$35 inconvenience pay.

3. The current commercial relationship with KMC includes paying the \$35 inconvenience pay for those Finning (Canada) employees working at Suncor and Syncrude sites. In the event that KMC discontinues this provision, Finning (Canada) shall provide 60 days' notice to the Union and employees that the inconvenience pay will terminate.

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

**LETTER OF UNDERSTANDING BETWEEN
INTERNATIONAL ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS LOCAL LODGE 99 (the "Union")**

And

FINNING INTERNATIONAL INC. (Finning)

(12-04) RE: Finning Shovels and Drills

All terms and conditions of the current Collective Agreement between the parties, other than those expressly modified or identified below, will apply.

ARTICLE 4- SENIORITY

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

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

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

ARTICLE 9- VACATION WITH PAY

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

ARTICLE 11- GENERAL PROVISIONS

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

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

ARTICLE 13- RATES OF PAY

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

ARTICLE 15- SICK BENEFITS

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

SCHEDULE "B" LAYOFF AND TRANSFER CLASSIFICATIONS

- Applies to Edmonton facility and Oilsands branch operations.

CABLE SHOVELS & DRILLS LAYOFF CLASSIFICATIONS	
CSA	Heavy Equipment Technician Apprentice
CSB	Heavy Equipment Technician
CSC	Millwright and Apprentice Millwright
CSD	Welder and Apprentice
CSE	Electrical Apprentice
CSF	Electrician
CSG	Machinist and Apprentice
CABLE SHOVELS & DRILLS PARTS DEPARTMENT LAYOFF	
CPA	Parts Journeyperson and Apprentice

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

Late night Temporary Coverage

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

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

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

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

LETTERS OF UNDERSTANDING

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

General

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

Service Related

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

Parts Related

- Material Supply Assistant

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

And

FINNING INTERNATIONAL INC. (Finning)

-(12-07) RE: Twelve Hour Shift Agreement Specific to Tech Coal & Coal Valley

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

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

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

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

•1) Hours of Work:

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

⇒a) A day shall be the twenty-four (24) hour period commencing with the start of the Employee's regular scheduled shift. A week shall be the seven (7) day period.

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

•2) Current Employees:

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

- » Eugene Laboucane
- » Dan Gottert
- » Rick Vigneron
- » Bryan Wright

•3) Shift Times:

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

•4) Statutory Holidays:

~~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.~~

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

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

(v) When a Statutory Holiday falls on an Employee's scheduled day off and they do not work the Statutory Holiday, 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.

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

(vii) When the Employee works a Statutory Holiday on an Employee's normally scheduled workday, they shall receive twelve (12) hours pay at their hourly rate for the Statutory holiday, and in addition, shall be paid double time their hourly rate for all hours worked that day.

(viii) When the Employee works a Statutory Holiday on an Employee's normally scheduled day off, they shall receive twelve (12) hours pay at their hourly rate for the holiday; these hours will count as eight (8) hours worked towards the work week. In addition, the Employee shall be paid double their hourly rate for all hours worked that day.

•5) Rest Breaks:

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

•6) Travel Time:

As per the current Collective Agreement.

•7) Overtime:

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

•8) Overtime:

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

•9) Change of Shift:

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

•10) Change of Schedule:

When a change to an Employee's work schedule takes place, the effective date of the new schedule will commence after the Employee's previously scheduled days of rest. Where the Employee works his scheduled days of rest, the applicable overtime rates will apply.

•11) Bereavement Leave:

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

•12) Training:

It is agreed that when the Employees are required to take training, the Employee will be paid their regular rate of pay for their days in training if the days fall on a normal day of work. If the

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

•13) Vacation:

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

•14) Sick Time:

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

•15) Shift Premiums:

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

•16) Living Accommodations:

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

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

LETTER OF UNDERSTANDING BETWEEN

INTERNATIONAL ASSOCIATION OF MACHINISTS AND

AEROSPACE WORKERS LOCAL LODGE 99 (the "Union")

And

FINNING INTERNATIONAL INC. (Finning)

(13-01) RE: Rotating Shift for D37 Calgary Power Systems

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

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

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

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

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

mutual consent by both parties.

1) Hours of Work and Shift Times:

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

2) Statutory Holidays:

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

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

3) Rest Breaks:

The Employee shall be provided with three (3) paid fifteen (15) minute rest periods and one thirty (30) minute unpaid lunch period.

4) Rate of Pay:

Hourly rates of pay will be as per Schedule "A" of the Collective Agreement. Premium entitlement will be as per Schedule "D" of the Collective Agreement.

5) Overtime:

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

6) Change of Shift:

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

7) Change of Schedule:

When a change to an Employee's work schedule takes place, the effective date of the new schedule will commence after the Employee's previously scheduled days of rest. Where the Employee works his scheduled days of rest, the applicable overtime rates will apply.

8) Vacation:

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

9) Sick Time:

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

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

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

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

And

FINNING INTERNATIONAL INC. (Finning)

(13-02) RE: Kearn Site

This Letter of Understanding is on a "Without Prejudice or Precedent" basis and is specific to Finning (Canada) operations at the **Kearn SiteProject (Imperial Oil Resources or IOR)** in the Regional Municipality of Wood Buffalo, Fort McMurray, Alberta. ~~Furthermore, Agreement on this letter of Understanding is specifically without prejudice to the Union's position on the interpretation of the Camp LOU and the "Travel Allowance" specified in the Twelve Hour Shift Agreement for the Municipality of Wood Buffalo, Oil sands Operations LOU in the 2012-2013 Collective Agreement.~~

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

The Company and the Union thereby agree to the following:

~~(iii)~~1. The shift schedule for the Kearn ~~Project~~ site will be 10 days on and 10 days off; however the day shift will operate on a split shift. This results in the shift starting midday, first day in, and finishing midday last day out. The company recognizes that this results in 11 starts instead of 10 while on day shift. Therefore, the company is prepared to compensate those Employees working the ~~full~~ ~~scheduled split~~ shift by paying eleven and one half hours (11.5) straight time and one half hour (0.5) at applicable Overtime rate on day 1, and overtime for all hours worked on day 11, at applicable rates.

~~(iv)~~2. Sick time is paid at straight time rates.

~~(v)~~3. If a statutory holiday falls on day one (1) of the shift rotation, Employees will be paid for the statutory Holiday and applicable overtime rates for the day. When a Statutory Holiday falls on ~~an~~ ~~Employee's scheduled day off day eleven (11) of the Employee's schedule~~, they ~~Employee~~ shall be paid twelve (12) hours at their hourly base rate for the holiday and these hours will count as eight (8) hours worked towards the work week. In addition, the employee will be paid for any hours worked on day 11, at applicable rates

~~(vi)~~ ~~All Leadhand/Journey persons will be required to successfully complete the three (3) day mentoring workshop as part of their normal job duties.~~

~~(vii)~~4. Tool allowance will not be paid to Employees ~~as of May 1, 2013~~ since it is expected that all tools will be supplied by either the Customer or Finning Canada. In the event that this provision is discontinued, Finning (Canada) shall provide notice to the union and Employees ASAP, that the tool allowance tooling program will be reinstated as per the collective agreement.

~~(viii)~~5. All Employees working at the Kearn ~~SiteProject~~ will be provided flights to and from site at no charge. 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 ninety (90) days. Should the Customer provided flights be terminated, the Kearn Allowance will require renegotiation between the Employer and the Union.

~~(ix)~~6. The current marshalling points will be Calgary, Edmonton, Fort McMurray, and Fort Chipewyan. Employees will report to the marshalling point at their own expense. Employees who are weathered

in or experience aircraft mechanical delays at the site will be paid applicable rates for time worked as per the Collective Agreement to a maximum of twelve (12) hours per day. When weathered out at any of the marshalling points, meal and accommodation expenses, if needed, will be paid by the Employer. The Employee will be paid their straight time hourly rate for the normal shift schedule of that particular day based on the flight manifest, up to a maximum of twelve (12) hours per day. This time will be classified as time worked.

~~(x)~~7. Camp accommodations will be provided to all Employees at no charge. Should this practice ever cease, Finning (Canada) shall provide notice to the union ASAP and revert to the current collective agreement costing model.

~~(xii)~~8. Finning (Canada) will pay housing allowance to all Employees working at the Kearl site who maintain a residence in Municipality of Wood Buffalo.

~~(xiii)~~9. As part of the access to Kearl site requirements (IOR) will require the following from all Employees:

- ~~a.~~ Valid Operator's License
- ~~b.~~ Drug and Alcohol Test (Pre-Site Access)
- ~~c.~~ Confidentiality Agreement (IOR)

~~(xiv)~~10. In the event that the contractual agreement with IOR changes during the term of the contract, the Union will be advised immediately of any issues that will change the terms of this LOU.

11. Kearl Allowance: Employees will be paid a Kearl allowance of \$300.00 per month that they are employed at the Kearl site.

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

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

~~This Letter of Understanding is on a "Without Prejudice or Precedent" basis and is Nothing in this letter of understanding shall be construed as altering the existing terms and conditions of the Collective Agreement except as specified below. This Letter of Understanding is specific to Finning (Canada) operations at Fort Hills (Suncor) in the Regional Municipality of Wood Buffalo, Fort McMurray, Alberta.~~

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

~~(B)~~(A) This LOU will cover employees working at the Suncor Fort Hills Site. There will be a total of four (4) employees – two (2) Field Mechanics & two (2) Field Electricians required. One (1) per shift, day and night. Additional Employees may be required based on customer demand and will be posted in accordance with this Letter of Understanding.

~~(C)~~(B) The shift rotation at Suncor Field Operations Fort Hills, as requested by the Customer, will be a 14 days on and 14 days off rotation. Shift start times will be within the terms and conditions of the current collective agreement.

~~(D)(C)~~ Employees will have the option to live in Fort McMurray, or stay in camp at no charge. Employees will be provided camp accommodations initially at Barge Landing and then will be transitioned to Fort Hills Site Camp once it becomes available.

~~(F)(D)~~ Employees who travel from Fort McMurray to site daily will receive applicable Travel Allowance/Inconvenience Pay as per the Collective Agreement.

~~(F)(E)~~ Employees who maintain a residence in Fort McMurray will attract the Location Allowance as per the Collective Agreement.

~~(G)(F)~~ Fort Hills Allowance: Employees will be paid a Fort Hills allowance of \$75.00 per month that they are employed at the Fort Hills site and staying in Camp.

~~(H)(G)~~ The Customer provides flights at no cost to the Employee. The marshalling points for these flights are Calgary and Edmonton. In the event that the Customer terminates this program, the Employer shall provide immediate notice to the Union and Employees, the Employer will allow for a flight expense to be claimed to a maximum amount of \$250 each way for a period not to exceed ninety (90) days.

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

LETTER OF UNDERSTANDING

BETWEEN

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS LOCAL LODGE 99 (the "Union")**

And

FINNING INTERNATIONAL INC. (Finning)

(14-01) RE: Ekati MSA position

Merge with the Ekati LOU

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

~~The purpose of this letter is to summarize the understanding reached between the Employer and the Union regarding the addition of the Material Supply Assistant (MSA) classification on site at the Ekati Mine Operation.~~

~~The terms and conditions of this agreement are as follows:~~

- ~~• The postings for the MSA positions will indicate preference will be given to applicants who would meet the requirements qualifying them as Northern Hires. The original postings for these positions will include the statement "shift work may be required".~~

- ~~• Salary Scale:
Warehouse Person #2: \$31.07
19-24 months Proposed Rate: \$29.25 13-18
months Proposed Rate: \$27.49 0-12 months
Proposed Rate: \$25.66~~

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

~~All other terms and conditions of employment for the MSA classification will align with the Letter of Understanding, Reference, Ekati Mine Operation~~

LETTER OF UNDERSTANDING

BETWEEN

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS LOCAL LODGE 99 (the "Union")**

And

FINNING INTERNATIONAL INC. (Finning)

(14-03) RE: Shift Rotation 4 on and 4 off – Calgary General Line

This agreement will be on a without prejudice or precedent basis. Nothing in this letter of understanding shall be construed as altering the existing terms and conditions of the Collective Agreement except as specified below. The purpose of this Letter of Understanding is to summarize the understanding reached between the Employer and the Union regarding the operational need (including meeting customer's needs) for the Calgary General Line to have the Field Mechanic's work a four (4) days on and four (4) days off twelve (12) hour shift. As such, the parties agree as follows:

A day shall be the twenty-four (24) hour period commencing with the start of the employee's regular scheduled shift. A week shall be the seven (7) day period between 6:00AM-9:00AM Monday and 6:00AM-9:00AM on the succeeding Monday.

For full day shift coverage, this shift will consist of four (4) days on, followed by four (4) days off. Employees will be scheduled to work twelve (12) hour shifts. This shift schedule will result in an average of forty-two (42) hours per week over an eight (8) week cycle. The Employees working this schedule shall also be paid eleven and one-half (11.5) hours at straight time, and one-half (0.5) hour at applicable overtime rates ~~one and a half times the regular hourly rate.~~

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

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

Bereavement Leave: will be calculated on a twelve (12) hour per day basis to a maximum of four (4) shifts.

Statutory Holidays:

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

Training: will be paid calculated on a twelve (12) hour per day basis.

Overtime: Hours worked in excess of the eleven and one-half (11.5) hours per day will be paid at applicable overtime rates. ~~one and a half (1.5) times the regular hourly rate.~~

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.

Schedule Change: When it is necessary for the Company to change an employee's shift, the employee shall be provided seven (7) days' notice, in the event the seven (7) days' notice is not given, the employee shall be paid applicable overtime rates for the days less the appropriate notice. ~~given one and a half (1.5) times the regular hourly rate for all hours worked on the first shift.~~

Field technician's currently scheduled to work a five (5) day on two (2) day off schedule will not be impacted by the addition of the four (4) on and four (4) off shift schedule.

As required, support to the Field Service Crew, will be provided by Shop personnel in accordance with Schedule B.

The Union and the Employer agree to meet and discuss any concerns which may arise from the implementation of this shift schedule. Either party has the right to cancel this agreement with thirty (30) days' notice.

LETTER OF UNDERSTANDING

BETWEEN

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS LOCAL LODGE 99 (the "Union")**

And

FINNING INTERNATIONAL INC. (Finning)

**(14-06) RE: Permanent Part Time Material Supply Assistants, Branch 45 Distribution
Center, Parts Department**

This agreement will be on a without prejudice or precedent basis. Nothing in this letter of understanding shall be construed as altering the existing terms and conditions of the Collective Agreement except as specified below. The purpose of this Letter of Understanding is to summarize the understanding reached between the Employer and the Union regarding the application of holiday pay, premium pay, and vacation with pay. As such, the parties agree as follows:

Paid Holidays:

When a Statutory Holiday falls on ~~your-an~~ Employees' regular scheduled workday and if ~~they are you are~~ not required to work the Statutory Holiday, ~~you they~~ shall be paid the regularly scheduled hours (eight (8) hours) for ~~their you~~ shift.

If the Statutory Holiday falls on a day when ~~the Employee is you are~~ not regularly scheduled to work, ~~they you~~ are entitled to Holiday Pay; ~~they you~~ shall be paid the regularly scheduled hours (eight (8) hours) for ~~their you~~ shift.

If ~~you are an Employee is~~ required to work on a Statutory Holiday ~~they you~~ will be paid for the Statutory Holiday and, in addition, ~~they you~~ shall be paid double time for all hours worked that day.

In the event ~~an Employee you works~~ in excess of eight (8) hours per day or forty (40) hours per week, ~~you they~~ will be paid at the applicable over time rates ~~of one and a half (1.5) times the regular rate. Overtime hours worked on Sunday and General Holidays will be paid at two (2) times the regular hourly rate.~~

Weekend Premium Pay:

Employees are eligible for the Weekend Shift Premium as outlined in "Schedule D" provided they meet the following criteria:

- Hold a permanent part time position as a Material Supply Assistant
- Saturday is a regular scheduled shift

Vacation with Pay:

Employees shall earn and receive vacation with pay subject to terms and conditions set out in Article 9- Vacation with Pay

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

**LETTER OF UNDERSTANDING
BETWEEN
INTERNATIONAL ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS LOCAL LODGE 99 (the "Union")
And
FINNING INTERNATIONAL INC. (Finning)
(14-07) RE: Inconvenience Pay (ICP) for Employees Working at
Syncrude Base Mine (BR 41)**

~~Delete contingent upon acceptance of language in O/S LOU #14 (iii)~~

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

The purpose of this Letter of Understanding is to summarize the understanding reached between the Employer and the Union regarding the application of ICP for employees working at Syncrude Base Mine. As such, the parties agree as follows:

ICP:

- (i) \$45.00 for each day of work shall be paid to employees who travel from Fort McMurray to Syncrude Base Mine on customer provided busing and /or their personal vehicle
- (ii) Employees staying in currently provided camp accommodations will not receive Inconvenience Pay

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

LETTER OF UNDERSTANDING**BETWEEN**

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS LOCAL LODGE 99 (the "Union")**

And

FINNING INTERNATIONAL INC. (Finning)

(14-08) RE: Material Supply Assistants (MSA's) Grande Prairie (DII)

This agreement is on a without prejudice or precedent basis. Nothing in this letter of understanding shall be construed as altering the existing terms and conditions of the Collective Agreement except as specified below. The purpose of this Letter of Understanding is to summarize the understanding reached between the Employer and the Union regarding the implementation of a 04:00 am day shift for the Material Supply Assistants (MSA's) at Grande Prairie (D11). The 04:00 am day shift for the MSA's will be added to accommodate the opportunity for the Branch to receive a ~~the~~ parts delivery truck earlier to ensure the truck is offloaded~~ed~~ and received prior to the Branch opening to service customers.

Shift Times:

There will be two (2) MSA's on each shift and they will rotate through the following shifts on a bi-weekly basis:

- 04:00am-12:30pm (M-F) ***New shift***
- 06:00am-~~14~~2:30pm (T-S/M-F)
- 07:30am-~~16~~4:00pm (T-S)
- 11:30am-~~20~~8:00pm (M-F)

Selection to work the 04:00am-12:30pm (M-F) shift only, will first come from volunteers, failing any volunteers coming forward; employees will follow the above mentioned schedule.

Shift Premiums:

The Midnight Shift Premium as outlined in Schedule "D" will be paid for all hours worked on the 4:00am – 12.30pm (M-F) shift.

The parties agree to meet ~~every within the next~~ six (6) months to discuss any issues arising out of this Letter of Understanding.

**LETTER OF UNDERSTANDING
BETWEEN
INTERNATIONAL ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS LOCAL LODGE 99 (the "Union")
And
FINNING INTERNATIONAL INC. (Finning)
(14-09) RE: Afternoon Shift Red Deer COE Maintenance**

This agreement will be on a without prejudice or precedent basis. Nothing in this letter of understanding shall be construed as altering the existing terms and conditions of the Collective Agreement except as specified below. The purpose of this Letter of Understanding is to summarize the understanding reached between the Employer and the Union regarding the operational need for the Maintenance group in the Red Deer COE (D39) to have some of the Maintenance persons working a combination of both or just a five (5) days on Monday to Friday, eight (8) hour shifts and/or work four (4) days on Monday to Thursday, ten (10) hour shifts such as identified below. As such, the parties agree as follows:

The following alternate shift arrangement will be observed:

- ~~2~~ 1 Position: Straight day shift 06:00am-2:30pm Monday to Friday
- 1 Position: Straight afternoon shift 11:00am-9:30pm Monday to Thursday
- ~~2 Positions: Alternate four (4) weeks straight day shift 06:00am-2:30pm (Monday to Friday) and one (1) month straight afternoon shift 11:00am-9:30pm (Monday to Thursday)~~

When working four (4) days on Monday to Thursday ten (10) hour shifts, the following provisions will apply:

All applicable premiums will be paid as outlined in Schedule "D" will be paid for all hours worked.

Vacation: The employee may choose to have vacation paid at straight time rates for ten (10) hours per vacation day for a total of forty (40) paid hours per set when on vacation.

Bereavement Leave: will be calculated on a ten (10) hour per day basis to a maximum of ~~five~~ four (4) shifts.

Statutory Holidays:

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

Training: will be paid calculated on a ten (10) hour per day basis.

The Union and the Employer agree to meet and discuss any concerns which may arise from the implementation of this shift schedule. Either party has the right to cancel this agreement with thirty (30) days' notice.

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

**FINNING INTERNATIONAL INC. (Finning)
(14-10) RE: 10 Hour Shift (Afternoon) Shift Agreement for Red Deer
Facilities D30 and D32**

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

This agreement will commence on Monday November 10, 2014.

1) Hours of Work and Shift Times

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

2) Statutory Holidays

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

3) Rest Breaks

The Employee shall be provided with three (3) paid fifteen (15) minutes rest periods and one (1) thirty (30) minutes unpaid lunch period.

4) Overtime

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

5) Vacation

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

6) Sick Time

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

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

~~If both Letter of Understanding 08-10 and Letter of Understanding 14-10 are renewed, it is agreed, one Letter of Understanding will be devised to encompass the Red Deer Branch.~~

LETTER OF UNDERSTANDING

BETWEEN

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS LOCAL LODGE 99 (the "Union")**

And

FINNING INTERNATIONAL INC. (Finning)

(14-11) Reference: Shift Rotation 4 On / 4 Off Edmonton Power Systems for Edson/Hinton Customer Support

This agreement will be on a without prejudice or precedent basis. Nothing in this letter of understanding shall be construed as altering the existing terms and conditions of the Collective Agreement except as specified below. The purpose of this Letter of Understanding is to summarize the understanding reached between the Employer and the Union regarding the operational need (including meeting customer's demands) for the implementing a 4 On / 4 Off twelve (12) hours shift Heavy Equipment Technician (HET) field rotation for Edson/Hinton area. The rotation is to support the Edson/Hinton area and will be based out of Edmonton Power Systems, Branch D29. As such, the parties agree as follows:

A day shall be the twenty-four (24) hour period commencing with the start of the employee's regular scheduled shift. A week shall be the seven (7) day period between 6:00AM-9:00AM Monday and 6:00AM-9:00AM on the succeeding Monday.

For full day shift coverage, this shift will consist of four (4) days on, followed by four (4) days off. Employees will be scheduled to work twelve (12) hour shifts. This shift schedule will result in an average of forty-two~~eight~~ ~~(42)~~⁴⁸ hours per week over an eight (8) week cycle. The Employees working this schedule shall ~~also~~ be paid eleven and one-half (11.5) hours at straight time, and one-half (0.5) hour at ~~one and a half times the regular hourly rate applicable overtime rates.~~

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

The designated marshalling point will be either Edson or Hinton. All employees will report to the marshalling point at their own expense.

Vacation:

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

Bereavement Leave:

will be calculated on a twelve (12) hour per day basis to a maximum of ~~five (5) days four (4) hours~~. Qualification remains as per the Collective Agreement.

Statutory Holidays:

- ~~(xiii) When a Statutory Holiday falls on an Employee's scheduled day off and they do not work the Statutory Holiday, 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.~~
- ~~(xiv) When a Statutory Holiday falls on an Employee's normally scheduled workday and the Employee does not work the Statutory Holiday, the Employee shall be paid twelve (12) hours at their hourly rate.~~
- ~~(xv) When the Employee works a Statutory Holiday on an Employee's normally scheduled workday, they shall receive twelve (12) hours pay at their hourly rate for the Statutory holiday, and in addition, shall be paid double time their hourly rate for all hours worked that day.~~
- ~~(xvi) When the Employee works a Statutory Holiday on an Employee's normally scheduled day off, they shall receive twelve (12) hours pay at their hourly rate for the holiday; these hours will count as eight (8) hours worked towards the work week. In addition, the Employee shall be paid double their hourly rate for all hours worked that day.~~
- ~~(*) (xvii)~~ For twelve (12) hour shift workers, Statutory Holidays as listed in the current Collective Agreement shall be observed in conjunction with the customer schedule.

~~A) When a Statutory Holiday falls on an Employee's scheduled day off, the Employee shall be paid twelve (12) hours at their hourly rate for the holiday.~~

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

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

~~D) For twelve (12) hour shift workers, Statutory Holidays as listed in the current Collective Agreement shall be observed in conjunction with the customer schedule.~~

Training:

will be paid calculated on a twelve (12) hour per day basis.

Overtime:

Hours worked in excess of the eleven and one-half (11.5) hours per day will be paid at applicable overtime rates ~~at one and a half (1.5) times the regular hourly rate~~. The appropriate overtime rates will apply for all hours worked on a regularly scheduled day off.

Schedule Change:

When it is necessary for the Company to change an employee's shift, the employee shall be provided seven (7) days' notice, in the event the seven (7) days' notice is not given, the employee shall be paid applicable overtime rates for the days less the appropriate notice ~~given one and a half (1.5) times the regular hourly rate for all hours worked on the first shift.~~

Accommodation will be Employer provided:

Employees will be eligible to ~~stay in Employer directed accommodations at no cost. If eligible, the Employer will also pay \$70~~ \$60 per diem (\$~~20~~15.00 breakfast, \$~~20~~15.00 lunch and, \$30.00 dinner).

This LOU will expire upon the Employers ability to recruit a Resident Mechanic for either Edson or Hinton, Alberta.

The Union and the Employer agree to meet and discuss any concerns which may arise from the implementation of this shift schedule.

**LETTER OF UNDERSTANDING
BETWEEN
INTERNATIONAL ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS LOCAL LODGE 99 (the "Union")
And
FINNING INTERNATIONAL INC. (Finning)
(15-01) RE: Shovels and Drills- Project and Assemblies (known here after
as SDPA Project)**

Renew and/or discuss

This Letter of Understanding is on a without prejudice or precedent basis and is specific to the Project and Assemblies Division of Finning (Canada). Nothing in this letter of understanding shall be construed as altering the existing terms and conditions of the Collective Agreement except as specified below. The purpose of this Letter of Understanding is to summarize the understanding reached between the Employer and the Union providing the ability to service to customers by providing continuous coverage for the duration of a SDPA Project.

For full shift coverage the shift will consist of fourteen (14) days on, followed by seven (7) days off, and based on eight (8) hours a day. The hourly rate of pay will be based on D14 rates of pay as per Schedule "A".

Field Premium as outlined in Schedule "D" will be paid for all hours worked.

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

All travel will be paid at straight time rates. Employees will be eligible for travel pay from the marshalling point (Edmonton, D14) to the job site, unless otherwise mutually agreed upon between the company and the employee in advance. The amount of travel time will be determined by the location of the job site and will be established by Finning (Canada) prior to the start of the assignment. Where required, this provision will be limited to one in-bound and one out-bound trip per scheduled shift cycle, unless otherwise directed by Finning. If required, the Employer and the Union will meet to discuss any concerns pertaining to travel time.

Overtime:

Hours worked in excess of eight (8) hours per day will be paid at ~~applicable overtime rates one and a half (1.5) times the regular hourly rate~~. The appropriate overtime rates will apply for all hours worked on a regularly scheduled day off.

Banked Time:

As the SDPA business is driven by a cycle requiring work to be completed in a designated period of time, employees assigned for the duration of the project may bank a maximum of three hundred and twenty (320) hours.

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 bank account. All hours banked beyond one hundred and sixty (160) hours will be available for Employees to use during periods of slowdowns.

Schedule Change:

When it is necessary for the Employer to change an Employee's shift, the Employee shall be provided seven (7) days' notice as per the current collective agreement. In the event the seven (7) day notice is not given, the Employee shall be paid at applicable rates for the days less the appropriate notice.

Employees temporarily reassigned due to workload, increase or decrease, to another shift schedule shall be give seven (7) days' notice. If seven (7) days' notice is not provided, overtime will be paid for the days less the appropriate notice ~~to a maximum of two (2) days.~~

Accommodation:

Accommodation will be Employer provided and Employees will be eligible to stay in Employer directed accommodations at no cost. If meals are included with the accommodations (for example camp), the Employee will not be eligible to receive the per diem, however, where eligible, the ~~\$70~~\$60 per diem (\$~~20~~15.00 breakfast, \$~~20~~15.00 lunch and, \$30.00 dinner) will apply.

Posting and Selection:

Opportunities will be posted in the following order:

- 1) Facility (D14);
- 2) If no suitable applicant is found at the facility, preference will go to internal applicants within the Branch;
- 3) If no suitable applicant is found in the Branch, preference will go to internal applicants within another Branch prior to considering external candidates.

Selection on the basis of training, experience, and ability to perform the duties required for the position will occur. Vacation requests during specific work assignments may not be granted, these work assignments will be identified prior to the work assignment commencing or on the posting.

If required or requested, the parties will meet to determine any other details prior to the commencement of the project.

The parties will continue to meet as required to discuss any issues arising out of this Letter of Understanding.

**LETTER OF UNDERSTANDING
BETWEEN
INTERNATIONAL ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS LOCAL LODGE 99 (the "Union")
And
FINNING INTERNATIONAL INC. (Finning)
(15-02) RE: Compressed Work Week for Grande Prairie**

This agreement will be on a without prejudice or precedent basis. Nothing in this letter of understanding shall be construed as altering the existing terms and conditions of the Collective Agreement except as specified below. The purpose of this Letter of Understanding is to summarize the understanding reached between the Employer and the Union regarding the agreement to add a four (4) day ten (10) hour/day compressed work week will be introduced in addition to the current shift schedules in place for the shop in Grande Prairie (D11). If required, to change schedules from a standard schedule to a compressed schedule, the Employer will provide the Employee with fourteen (14) days' notice.

The terms and conditions for Employees working the compressed work week will be as follows:

The following alternating shift arrangement will be observed:

- Two (2) weeks of Monday- Thursday- ten (10) hours/day followed by;
- Two (2) weeks of Wednesday-Saturday- ten (10) hours/day

As per schedule D, the Tuesday to Saturday premium will be paid for all hours worked on the Wednesday to Saturday shift set.

Vacation:

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

Statutory Holidays:

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

Training:

Will be paid calculated on a ten (10) hour per day basis.

All other conditions of employment are as the Collective Agreement and the Union and the Employer agree to meet and discuss any concerns which may arise from the implementation of this shift schedule.

**LETTER OF UNDERSTANDING
BETWEEN
INTERNATIONAL ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS LOCAL LODGE 99 (the "Union")
And
FINNING INTERNATIONAL INC. (Finning)
(15-03) RE: Snap Lake Diamond Mine Operation**

This Letter of Understanding is to address the Employees who are employed to work on site at the Snap Lake Diamond Mine. Nothing in this letter of understanding shall be construed as altering the existing terms and conditions of the Collective Agreement except as specified below.

The Employees assigned to work at the mine site will be placed on the Yellowknife seniority list.

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 count in a four (4) week schedule.

Employees living in the Northwest Territories and working at the Snap Lake site will receive the Yellowknife location allowance. All Employees working at the Snap Lake 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).

Applicable provision will be paid as per Schedule "C" and applicable premiums as per Schedule "D".

The marshalling points will be Yellowknife, Hay River and Edmonton. All Employees will report to the marshalling points at their own expense. All Employees working at the Snap Lake 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 ninety (90) days.

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 Snap Lake 2 hours. Return time will be the same. Any Employee travelling beyond Edmonton, the Edmonton travel time shall apply.

Temporary transfers to Snap Lake will have their full travel time paid as per Clause 5.15 for the first trip in and last trip out, all in between trips will be paid as per above.

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.

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.

Employees will be paid the appropriate overtime rates for working on a statutory holiday as per the Collective Agreement.

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 utilizing their vacation time on their 2 weeks out time. This option must be discussed and agreed upon with the manager in advance of utilizing 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-period of June, July and August and September.~~

Those Employees assigned on a permanent basis to the Snap Lake site will receive an isolation travel allowance while working at the mine. The allowance of \$1.~~2500~~ 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.

If an Employee becomes sick or injured while on site (hours will count towards the 160 count), sick time will be paid at twelve (12) hours, at straight time rates, eligibility as per the Collective agreement. If an Employee is sick or injured while off site, hours will not count towards the 160 count.

Bereavement will be paid at twelve (12) Hours / Day as per 15.04.

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/Yellowknife. This allowance is reflected on an Employees pay stub under gross pay, but is not part of an Employee's taxable income.

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 following two (2) Employees will have their current pay provisions grandfathered until February 1, 2016. Effective February 1, 2016, the terms and conditions of this Letter of Understanding will apply to ALL Employees working on-site at the Snap Lake Diamond Mine.~~

~~The two (2) Employees are:~~

- ~~• Lincoln Edward EE#3625~~
- ~~• Marty Peters EE#10453~~

The Union and the Employer agree to meet and discuss any concern from the implementation of this shift schedule.

~~Terms and Conditions until February 1, 2016~~ **~~Reference: Snap Lake Diamond Mine Operation~~**

~~The following two employees working at the Snap Lake Diamond Mine will observe the existing terms and conditions until February 1, 2016:~~

~~The two employees are:~~

- ~~(xxii) Lincoln Edward EE#3625~~
- ~~(xxiii) Marty Peters EE#10453~~

~~Terms and Conditions:~~

~~14x14 Rotation / Twelve Hours / Per Day~~

~~Monday to Friday: 8 Hours Straight Time/ 4 Hours Overtime Saturday: 12 hours at Overtime (Time and a half)~~

~~Sunday: 12 hours at Overtime (Double time)~~

~~Bereavement, Training, Stats, and Sick time will be paid at 12 Hours/day as per the eligibility requirements in the CBA.~~

~~Base rates of pay will include the 15% Regional Wage Adjustment~~

**LETTER OF UNDERSTANDING
BETWEEN
INTERNATIONAL ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS LOCAL LODGE 99 (the "Union")
And
FINNING INTERNATIONAL INC. (Finning)
(15-04) ~~RE:~~ RE: 10 Hour Shift (Afternoon) Shift Agreement for D18 (WEB)
West Edmonton Facility**

The parties agree that a 4 day 10 hour shift schedule may be worked in the West Edmonton facility (D18) on the following basis.

This agreement will commence in June, 2015.

1) Hours of Work and Shift Times

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

2) Statutory Holidays

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

3) Rest Breaks

The Employee shall be provided with three (3) paid fifteen (15) minutes rest periods and one (1) thirty (30) minutes unpaid lunch period.

4) Overtime

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

5) Vacation

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

6) Sick Time

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

All other conditions of employment are as per the Collective Agreement

The Union and the Employer agree to meet and discuss any concerns which may arise from the implementation of this shift schedule

**LETTER OF UNDERSTANDING
BETWEEN
INTERNATIONAL ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS LOCAL LODGE 99 (the "Union")
And
FINNING INTERNATIONAL INC. (Finning)
(15-06) RE: Gahcho Kue Mine Operation**

This Letter of Understanding is to address the Employees who are employed to work on site at the Gahcho Kue Mine. Nothing in this letter of understanding shall be construed as altering the existing terms and conditions of the Collective Agreement except as specified below.

The Employees assigned to work at the mine site will be placed on the Yellowknife seniority list.

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 count in a four (4) week schedule.

Employees living in the Northwest Territories and working at the Gahcho Kue Mine site will receive the Yellowknife location allowance. Employees working at the Gahcho Kue Mine Site will receive the Regional Hourly Wage adjustment of 15%. 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).

Applicable provision will be paid as per Schedule "C" and applicable premiums as per Schedule "D".

The marshalling points will be Yellowknife, Hay River and Edmonton. All Employees will report to the marshalling points at their own expense. Employees working at the Gahcho Kue 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 ninety (90) days.

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 Gahcho Kue Mine site-2 hours. Return time will be the same. Any Employee travelling beyond Edmonton, the Edmonton travel time shall apply.

Temporary transfers to Gahcho Kue Mine will have their full travel time paid as per Clause 5.15 for the first trip in and last trip out, all in between trips will be paid as per above.

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.

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.

Employees will be paid the appropriate overtime rates for working on a statutory holiday as per the Collective Agreement.

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 utilizing their vacation time on their 2 weeks out time. This option must be discussed and agreed upon with the manager in advance of utilizing 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-period of June, July and, August and September.~~

Those Employees assigned on a permanent basis to the Gahcho Kue Mine site will receive an isolation travel allowance while working at the mine. The allowance of \$1.~~2500~~ 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.

If an Employee becomes sick or injured while on site (hours will count towards the 160 count), sick time will be paid at twelve (12) hours, at straight time rates, eligibility as per the Collective agreement. If an Employee is sick or injured while off site, hours will not count towards the 160 count.

Bereavement will be paid at twelve (12) Hours / Day as per 15.04.

A Travel Allowance for a portion of airfare, parking and meals will be processed based on the legislated provincial tax deductions for any given year. Employees will be expected to evidence "reasonable" expenses in transit from home to Edmonton/Hay River Yellowknife. This allowance is reflected on an Employees pay stub under gross pay, but is not part of an Employee's taxable income.

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 Union and the Employer agree to meet and discuss any concerns which may arise from the implementation of this shift schedule.

**LETTER OF UNDERSTANDING
BETWEEN
INTERNATIONAL ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS LOCAL LODGE 99 (the "Union")
And
FINNING INTERNATIONAL INC. (Finning)
(15-07) RE: Leave of Absence: Ryan Ermet**

Move into the CBA beside Bob and Kevin's LOU's

Both parties agree that Ryan R Ermet will take a leave of absence from Finning International Inc. commencing November 16th /2015. His seniority will continue to accrue while on leave.

He will return to Finning International Inc. based on the occupational requirements of Finning International Inc. at the time of return. Finning International Inc., in consultation with the Union will determine, if Ryan will return to his home branch as either:

- 1) A HET apprentice (second year) - wages to be paid at the applicable Journey person rate as per the Collective Agreement, at the time of his return to Finning International Inc.

Or;

- 2) A Journey person welder - wages to be paid as per the Collective Bargaining Agreement at the time of Ryan's return to Finning International Inc.

At the union's request, Finning International Inc. is prepared to review other opportunities available outside Ryan's home branch upon his return to Finning International Inc.

He will have all the rights and privileges that the Collective Agreement provides for a person who has the same seniority, and there will be no discrimination or discipline for the Union activity he has been involved in.

All holidays, bank time, vacation adjust and any other applicable benefits owing, will be paid out on the first pay period in December, 2015.

List of Letters of Understandings inside the collective Agreement that are proposed to renew without changes:

- Benefits and Premiums
- Spousal Assistance
- Leave of Absence for Bob MacKinnon
- Leave of Absence for Kevin B. Clark
- For Continuous Shifts
- Customers Working In FINNING (CANADA) A Division of Finning International Inc. Shops or Adjoining Yards
- Maintenance Personnel
- Power Generation Electricians
- Ticketed Automotive Technicians
- Material Supply Assistant
- Midnight Shift – P.D.C. Edmonton
- Material Supply Assistant (training)

List of Letters of Understandings outside the Collective Agreement that are proposed to renew without changes:

- 08-04 - Employees Moving
- 08-10 – 10 Hour Shift (Afternoon) Shift Agreement for Red Deer Facilities D31, D39, D40, D41
- 10-01 – Cullicutt Employees
- 10-06 – labourers – Suncor Site
- 11-02 – HVAC Certification Eligible for Dual Ticket Program
- 11-04 – Spectra Energy Peace Arch Project
- 11-07 – Midnight Shift for Calgary D34 Warehouse
- 12-01 – Sitech Employees
- 12-02 – Permitting of Second and Third Year HET Apprentices doing Preventative Maintenance in the Field
- 13-04 – Field Lubrication Serviceperson
- 15-07 – Leave of Absence: Ryan Ermet – move to CBA

Letters of Understanding proposed to delete:

- 11-06 – Twelve Hour Shift Agreement for Calgary Field Services – Kidco Operations
- 11-08 – Letter of Understanding Reciprocity Agreement
- 14-01 – Ekati MSA Position – pending language moved into CBA
- 14-04 – Parts Countersales Employees Scheduled for Standby duties
- 14-07 - Inconvenience Pay (ICP) for Employees Working at Syncrude Base Mine – Pending Language move into CBA
- 15-05 – Letter of Understanding Emergency Manpower Transfers