

IAMAW LL 99 Fort McMurray Fire Relief fund

- Email Shawn Plouffe @ splouffe@iamaw99.ca
- All members affected by the fire and subsequent evacuation may be eligible to some compensation by the IAMAW international disaster relief fund

Finning Bargaining 2016

IAMAW Local 99 Finning Bargaining Committee

Bob MacKinnon

Ryan Ermet

Mark Meldrum

Wade Zenchyson

Don Seel

The details

- Time for this meeting is to be charged to Finning.
- Please save your questions until the end
- Give everyone a chance to ask their questions before asking more than one.
- Please leave the paper memorandums when you leave
- After the presentation you will be given a chance to vote
- Please come see us to get your name marked down and to collect your ballot

Finning's Summary of Proposals (1 of 3)

- What Finning wanted from negotiations:
 - Temporary transfer language
 - Overtime distribution
 - Apprenticeship training and support
 - Think Big Letter of Understanding Deletion
 - Travel time for training clarification

Finning's Summary of Proposals (2 of 3)

- What Finning wanted from negotiations: "Bucket" #1: Cost
 - Sick Time – cap of 5 days per year
 - Short-Term Disability – plan benefits and duration
 - Oil sands Costs – including base wage rates (10% reduction), Regional wage rate (5% reduction), Inconvenience pay (ICP) elimination, housing allowance (\$150/month reduction)
 - Continuous Shifts – Reductions to premiums (\$1.00)
 - Other – Regional Wage Allowance and housing costs reductions
 - Base wage reductions – 4% reduction

Finning's Summary of Proposals (3 of 3)

- What Finning wanted from negotiations: "Bucket" #2: Flexibility
 - Seniority – Facility seniority for the purposes of layoff
 - Shift Schedules – 5x2 in conjunction with continuous shift in select locations
 - Layoffs – operational ease by not paying severance immediately
 - Top 10% - reducing burden on smaller facilities and customer sites
 - General – other proposals to address ease of changing shifts or moving employees due to short term increase/decrease workloads

Then vs now

Finning Proposal	What was agreed to
Facility Seniority across the entire Local	Separation of shop and field for layoff ONLY in the Oilsands and Edmonton
5 and 2 in the Oilsands	NO 5 and 2 in the Oilsands
Significant severance changes	NO changes to severance
Top 10% modification	\$1 Premium in the Oilsands for those members who cannot utilize their top 10% rights
Premium reductions (\$1.00 per premium)	NO Reduction to premiums
Housing allowance reductions	NO housing allowance reductions
ICP (Oilsands) elimination	ICP reduced to just under ½ of 2013 levels. Addition of Suncor, Syncrude and KMC groups to ICP in O/S LOU)
Wage reductions (-10% O/S,-4% all others)	-2% for all members in the first year, 0 in the second year, +1% in the third year. NO retro on wage reduction
Regional wage adjustment reduction of 5% for all areas that collect RWA	3% Regional wage adjustment reduction. (Excluding Grande Prairie → 0% reduction)
Vacation: significant entitlement changes	NO vacation changes
Sick, STD, LTD changes	40 hours sick time per year, 200 hour bank cap, 180 day STD. All of this is to attempt to keep LTD premiums from Skyrocketing
Ekati, Snap Lake, Gahcho Kue, Nuna: Elimination of all flight compensation beyond Yellowknife (including travel assist)	Marshalling point changed. 2.5 hr travel time from home to Yellowknife and back remains. Agreement to deal with travel delays on a case-by-case basis.

Clerical concept for bargaining

- Finning pushed to move all common language from the Letters of Understanding's (LOU's) into the main body of the Collective Bargaining Agreement (CBA)
- This concept was welcomed by the IAMAW committee.
- Moving the common language into the main body made it *appear* that more potentially negative changes to these LOU's were being made than actually occurred.
- No elimination of LOU language was done without ensuring that the main body had language to cover the removal
- Moving language into the main body strengthens the language for both parties and allows the LOU's to become shorter, more efficient, and only the specific changes from the main body of the CBA
- There were also several clauses where the committees agreed to remove the branch reference. This is because the term "branch" is outdated in most circumstances.

How the changes work:

- Only the changes are shown; language not shown is not changing
- New language is in RED and underlined
- Language that is removed is ~~crossed off in RED~~
- New clauses/articles/Letters of Understanding are all in red and underlined
- Letters of understanding that are agreed to delete are indicated under their heading with wording similar to DELETE
- ~~Eliminated clauses are completely crossed off and in red.~~
- The final wording will appear as this wording appears with the crossed off areas eliminated and the Red and underlined areas in black.

Clause 2.03

An Employee shall not be discharged during the first sixty (60) months while absent on approved leave or while covered by Worker's Compensation or Long Term Disability benefits. ~~for a period of up to sixty (60) months, except where~~ After the sixty (60) months, where the prognosis of the Employee suggests his/her return to the workplace is imminent and therefore he/she shall not be terminated from employment, except that layoff due to lack of work is excluded from this provision. Where the prognosis of the Employee suggests his/her return to the workplace will not be possible, the Employer will notify the Union prior to termination.

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

No intent change; rewording of the language

Clause 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. Employees will be given preference for a position for which he/she can do or can reasonably be trained to do. The Employer, Union and Employee will meet to discuss possible positions, modifications, training and any other requirements. 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.

Stronger language for employees who need an accommodation as a result of illness or injury.

Clause 4.08

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

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

Removal of redundant language. Should have been removed long ago

Clause 5.01

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

Finning has change its' practice of putting job postings up on bulletin boards. Finning is going to release new HR software called "Workday" in the next while. This software will "push" job postings to employees' electronic devices.

Clause 5.02

Applications for vacancies shall be directed to the Human Resources Department and the applicant must notify their immediate Supervisor. The Employer may reject an application for a posting from an Employee who has less than one (1) year seniority or from an Employee who has been in their current position less than one (1) year prior to the posting. Once the application has been received, a confirmation will be provided to the applicant. An Employee may also check with their immediate supervisor and/or ~~Branch~~ HR contact if they have any questions on the status of their application.

Finning often does not have a branch/facility HR contact. This change reflects the actual practice done today.

Clause 5.06(a)

~~The parties agree that in the event of a layoff or termination for cause of a member of the bargaining unit, the Employer will notify the Business Representatives in writing three (3) working days prior to the event. The names and classifications of the affected employees will be provided to the Union. The Union will maintain confidentiality.~~

It was agreed that there was no advantage to having the Union get advanced notice on layoffs.

Clause 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.~~ December 2016. This will give employees the opportunity to post to other oil sands positions if they choose.

This gives an extension to the previous language delaying the separation of the Wood Buffalo Region Power Systems employees

Clause 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.~~

Finning has closed both of these facilities. Not relevant language anymore

Clause 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 notified 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.

This language change ties in with the implementation of the “Workday” software. This also allows the union to have a say in what is considered the “ability to perform the job” during the hiring process.

Clause 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) If affected Employees are offered positions within their job classification and decline, Employees may elect to take they will receive severance as per Article 22 and end recall rights rather than accepting another position as per ~~(iv)~~ above.

The recent branch closure in Medicine Hat created some confusion about the application of the previous language in this clause and other clauses in article 5. This new language fixes the issue.

Clause 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 as per the facility assigned. Regional Wage Adjustment is not payable on temporary transfer. Living expenses and any other requirements of the transfer 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. The above is applicable unless specifically identified in a letter of understanding. Employees that are temporarily transferred to a facilityBranch that has a continuous shift schedule will be placed on the shift schedule of that facilityBranch ~~and will receive the appropriate Branch wages~~. If Employees are required to work prior to a full shift schedule break 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.

- Increase to per diems by \$10 per day.
- Clears up who gets and does not get RWA
- Stronger language about shift schedule break as a result of defining shift and schedule in the CBA (6.02)
- Longer temp transfer period for Ekati

Clause 6.02

A shift change will be defined as any change related to start and end times.

Twenty-Four (24) hours' notice shall precede the effective date of any shift change. If twenty-Four (24) hours is not provided, applicable overtime rates will be paid for four (4) hours.

A schedule change will be defined as any change to the rotation start/end day of the week, days to afternoon shifts, or days to nights shift.

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~~ adequate notice shall precede the effective date of any schedule changes.

Adequate notice will be the length of an employee's regular work schedule to a maximum of 7 calendar days. (Examples: employees on a Monday to Friday shift – 5 days' notice, employees on 6x6 schedule – 6 days' notice, etc.) If adequate notice is not provided, applicable overtime rates 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.

- New language defines shift vs schedule
- Modifications to schedule change language for all groups within the local
- Defining of "Adequate notice"

Clause 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~~.

Removal of “wherever possible” strengthens this language to prevent members from being forced to work straight night shifts.

Clause 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.

If the employer does not provide at a minimum twenty-four (24) hours of notice to Employee of the overtime opportunity to be worked, ~~W~~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 intent of a meal or meal allowance is when Employees could not prepare meals for an extended shift. 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.

- Clarification of the overtime meal allowance. Clear language showing the reason for the allowance
- Finning served Local 99 with an Estoppel that came into effect on May 1, 2016

Clause 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.

This change allows the Union the opportunity to be a part of the process of putting someone other than a Partsperson in a standby situation.

Clause 6.14 and 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.~~

Redundant and identical language. We don't normally point to an LOU.

Clause 8.01

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

- ~~• If the holiday falls on a normally scheduled workday, then it will be taken on that day.~~
- ~~• If the holiday falls on a scheduled day off, it will be taken on the next scheduled workday.~~

~~Holidays will be observed on the following dates:~~

Statutory Holiday Schedule for non-continuous shifts:

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

- Language from 8.01(a) was moved to 8.01
- Family day stat is now Alberta only
- Schedule updated to reflect the term of the agreement

Clause 8.01 (cont'd)

Statutory Holiday-Schedule	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
New Years Day	<u>Friday</u> – Jan 1	<u>Monday</u> – Jan 2	<u>Monday</u> – Jan 1	<u>Tuesday</u> - Jan 1
Family Day (AB only)	Monday – Feb <u>15</u>	Monday – Feb <u>20</u>	Monday - Feb <u>19</u>	<u>Monday</u> - Feb 18
Good Friday	Friday – Mar <u>25</u>	Friday – Apr <u>14</u>	Friday – <u>Mar 30</u>	<u>Friday</u> – Apr 19
Victoria Day	Monday – May <u>23</u>	Monday – May <u>22</u>	<u>Monday - May 21</u>	<u>Monday</u> – May 20
Aboriginal Day (NWT only)	<u>Tuesday</u> – Jun 21	<u>Wednesday</u> – Jun <u>21</u>	<u>Thursday Jun 21</u>	<u>Friday</u> – Jun 21
Canada Day	<u>Friday</u> – Jul 1	<u>Monday</u> – Jul <u>3</u>	<u>Monday</u> – Jul 2	<u>Monday Jul 1</u>
Citizens Day	Monday – Aug <u>1</u>	Monday – Aug <u>7</u>	<u>Monday - Aug 6</u>	<u>Monday Aug 5</u>
Labour Day	Monday – Sep <u>5</u>	Monday – Sep <u>4</u>	<u>Monday - Sept 3</u>	<u>Monday</u> – Sep 2
Thanksgiving	Monday – Oct <u>10</u>	Monday – Oct <u>9</u>	<u>Monday</u> – Oct 8	<u>Monday Oct 14</u>
Remembrance Day	<u>Friday</u> – Nov 11	<u>Monday</u> – Nov <u>13</u>	<u>Monday</u> – Nov 12	<u>Monday</u> – Nov 11
Christmas Eve	<u>Monday</u> – Dec <u>26</u>	<u>Monday</u> – Dec <u>25</u>	<u>Tuesday</u> – Dec 24	<u>Tuesday</u> - Dec 24
Christmas Day	<u>Tuesday</u> – Dec <u>27</u>	<u>Tuesday</u> – Dec <u>26</u>	<u>Wednesday</u> – Dec 25	<u>Wednesday</u> – Dec 25
Boxing Day	<u>Wednesday</u> – Dec <u>28</u>	<u>Wednesday</u> – Dec <u>27</u>	<u>Thursday</u> – Dec 26	<u>Thursday</u> – Dec 26

Clause 8.01(a)

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

(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 and the Employee works, 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 and the Employee works, 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.

Clause 8.01(a) (cont'd)

<u>Statutory Holiday Schedule</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
<u>New Years Day</u>	<u>Friday – Jan 1</u>	<u>Sunday– Jan 1</u>	<u>Monday– Jan 1</u>	<u>Tuesday - Jan 1</u>
<u>Family Day (AB only)</u>	<u>Monday – Feb 15</u>	<u>Monday – Feb 20</u>	<u>Monday - Feb 19</u>	<u>Monday - Feb 18</u>
<u>Good Friday</u>	<u>Friday – Mar 25</u>	<u>Friday – Apr 14</u>	<u>Friday – Mar 30</u>	<u>Friday – Apr 19</u>
<u>Victoria Day</u>	<u>Monday – May 23</u>	<u>Monday – May 22</u>	<u>Monday – May 21</u>	<u>Monday – May 20</u>
<u>Aboriginal Day (NWT only)</u>	<u>Tuesday – Jun 21</u>	<u>Wednesday– Jun 21</u>	<u>Thursday – Jun 21</u>	<u>Friday – Jun 21</u>
<u>Canada Day</u>	<u>Friday– Jul 1</u>	<u>Saturday– Jul 1</u>	<u>Sunday – Jul 1</u>	<u>Monday Jul 1</u>
<u>Citizens Day</u>	<u>Monday – Aug 1</u>	<u>Monday – Aug 7</u>	<u>Monday – Aug 6</u>	<u>Monday Aug 5</u>
<u>Labour Day</u>	<u>Monday – Sep 5</u>	<u>Monday – Sep 4</u>	<u>Monday – Sep 3</u>	<u>Monday – Sep 2</u>
<u>Thanksgiving</u>	<u>Monday – Oct 10</u>	<u>Monday – Oct 9</u>	<u>Monday – Oct 8</u>	<u>Monday Oct 14</u>
<u>Remembrance Day</u>	<u>Friday– Nov 11</u>	<u>Saturday– Nov 11</u>	<u>Sunday – Nov 11</u>	<u>Monday – Nov 11</u>
<u>Christmas Eve</u>	<u>Saturday– Dec 24</u>	<u>Sunday – Dec 24</u>	<u>Monday – Dec 24</u>	<u>Tuesday - Dec 24</u>
<u>Christmas Day</u>	<u>Sunday – Dec 25</u>	<u>Monday – Dec 25</u>	<u>Tuesday – Dec 25</u>	<u>Wednesday – Dec 25</u>
<u>Boxing Day</u>	<u>Monday– Dec 26</u>	<u>Tuesday – Dec 26</u>	<u>Wednesday – Dec 26</u>	<u>Thursday – Dec 26</u>


Clause 8.01(a) (cont'd)

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>	-

Clause 8.01(a)(cont'd)

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>	-	-	-	-	-	 <p>The remaining <u>4.5 hours of Stat Credit is applied on this day</u></p> <p><u>11.5 hrs of Stat Credit is applied on this day</u></p>		-	-	-	-	<u>8 Hrs Stat Credit</u>	<u>8 Hrs Stat Credit</u>	-

Clause 8.01(a) (cont'd)

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.

- 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)

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

- Clear language added here (moved from the O/S letter) to govern stat holiday pay
- New Stat holiday schedule for all continuous shifts
- Family day is Alberta only now. This is not actually considered by the NWT as a statutory holiday
- Stat holiday credit calculation charts added. This includes scenarios in which there is more than one stat holiday the occurs on a member's day off.

Clause 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.

Language moved here from 9.03 and modified clears up the issue of not getting a response from Finning on holiday requests

Clause 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.~~

Some of this language was move to 9.02. Introduction of “prime vacation period” definition. This clears up some issues when some managers and supervisors tried to use the Bank Time Letter to define the prime vacation period (this was never the intention)

Clause 9.05

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

Employment Period	Vacation Entitlement	
1 year or more	2 weeks	4.0% of gross earnings
2 years or more	3 weeks	6.0% of gross earnings
7 years or more	4 weeks	8.0% of gross earnings
13 years or more	5 weeks	10.0% of gross earnings
18 years or more	6 weeks	12.0% of gross earnings
25 years	6 weeks + 1 day	12.4% of gross earnings
26 years	6 weeks + 2 days	12.8% of gross earnings
27 years	6 weeks + 3 days	13.2% of gross earnings
28 years or more	6 weeks + 4 days	13.6% of gross earnings
30 years or more	7 weeks	14.0% of gross earnings

~~For continuous shift Employees vacation time will be converted to an hour entitlement (i.e. 1 week – 40 hours). Vacation will be taken at 12 hours per day, however with mutual agreement employees may choose to have vacation paid at 8 hours per day.~~

~~Effective October 2016 hourly member's vacation entitlement will be accrued on a bi- weekly basis vs a yearly vacation entitlement hours being loaded at the start of the year.~~

Clause 9.05 (cont'd)

- Removal of language allowing new hires to take vacation after six months
- Language has been adapted from the O/S letter and the Continuous shift letter to require members to have mutual agreement from the company in order to take vacation at 8 hours per day vs 12 hours per day
- Finning is changing the way that it calculates vacation entitlement. This ties in with their addition of the "Workday" software. This does not affect the total entitlement. Members are allowed to draw their vacation hours into the negative during the year. They still will not be allowed to take more than their entitlement.

Clause 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.

This language clarifies this clause. Shows when vacation accumulation stops at ninety days and when it stops at one year.

Clause 9.09

Leave of Absence

When an Employee requests time off without pay or an extended personal leave of absence without pay, the Employer, taking into consideration the needs of the business, may grant the leave. The Employee will provide the reasons for the requested leave. Before an extended leave of absence can be taken, the employee will be required to utilize their vacation and/or banked time.

New language: This covers any leave of absence that is **not** related to a death in the family

Clause 10.01

Apprentices attending school shall be paid at their normal rate of pay (8 hours per day straight time) while attending apprenticeship technical training. In addition to their normal rate of pay, Apprentices that are required to go to school away from their normal place of residency will receive a living subsidy from the Employer for up to \$250.00/week to assist in covering living and travel and weekend expenses while the apprentice attends school. The apprentice will be required to travel a minimum of one hundred (100) km to qualify for the living subsidy. The Apprentice is required to provide receipts and submit an expense report to the Apprenticeship group.

In order to qualify for the living subsidy, apprentices need to travel 100km now

Clause 10.02

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

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

If the Employer does not allow the Apprentice to attend school, the normal increased rates of pay will be paid to that Apprentice retroactively to the anniversary date, upon successful completion of the test for the applicable year. Should the Employee decide not to attend school when scheduled, they will no longer be eligible to receive retro pay. If an apprentice is assigned to work in the Field, the % of pay rate will reflect that of a Journeyperson Field Rate.

Apprentices cannot be assigned on a temporary basis to the field for any period longer than one hundred eighty (180) days. After one hundred eighty (180) days they must have received a posting or return to the shop they came from.

If an apprentice chooses to delay going to school they would not be entitled to retro pay.

Clause 10.03

An Apprentice having met all requirements ~~the required number of~~ (hours, months and passed government examination) will be classified within the Journey person or applicable class "A" rate for his/her respective trade.

If the Employer does not allow the Employee to attend school, the normal increased rates of pay will be paid to that Employee retroactively to the anniversary date, upon successful completion of the test for the final year. Should the Employee decide not to attend school when scheduled, they will no longer be eligible to receive retro pay.

- Language change clears up requirements for achieving "A" Rate.
- New language clears up retroactivity for pay dependent on who initiates the delay

Clause 10.04

The Employer will cover the costs of tuition, books and normal rate of pay for the first attempt at each appropriate apprenticeship schooling level or red seal endorsement, and if required, one additional attempt to pass the necessary exams (considered the second attempt). If the Apprentice fails at any level of the apprenticeship program or red seal endorsement, a joint discussion with the Apprentice, Union Business Representative and the manager will be arranged by the Employer. If it is determined that more schooling is required, the apprentice will be responsible for those costs and Finning will grant the Employee an approved leave of absence except in the case of proven extenuating circumstances agreed to by both parties.

In the event that an Employee who has been hired into an Apprenticeship Program voluntarily terminates employment within twelve (12) months following the completion of any apprenticeship training, the employee will be required to reimburse the Employer for tuition fees, textbooks, and normal rate of pay for attending apprenticeship school on a pro-rated basis for the previous year of schooling.

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

Clause 10.04 (cont'd)

- allows for a leave of absence for an apprentice who needs extra schooling
- Changes require an apprentice to pay back the cost of tuition fees, books and wages if they sever their employment within 12 months. This is to be done on a prorated basis and only for the previous year of schooling

Clause 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.

The term "Foremen" is not used in the CBA or Finning

Clause 11.04 (iii and iv)

- Field Serviceperson Uniforms. For those Employees in this classification ~~for sixty (60) days or more~~ uniforms will be issued, upon request. Field Serviceperson uniforms will not be provided to employees permanently working on a customer mine site
- Field servicepersons will be provided without charge three pairs of Aarctic 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 winter protective gear not be provided by September 30th of the year, an Employee will be reimbursed for the purchase of one (1) pair of Arctic coveralls (or pants and jacket) to a maximum of \$600.00 to provide the required Personal Protective Equipment until the Employer can provide the subsequent pairs. 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.

Clause 11.04 (iii and iv) (cont'd)

- Removal of 60 days from language
- Field Service personnel on mine sites will not be issued field uniforms
- If a member is without winter gear and it is not supplied by Sept 30, the member may go out and purchase a set and be reimbursed. This is a value of up to \$600.

Clause 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.

This change now allows Letters of Expectation to be removed from a member's personal file 1 year after the date on the LOE. Any letter of Expectation that is not dated, the letter can be removed no sooner than 1 year from ratification upon Employee request.

Clause 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

This is clerical change. Renaming Field Serviceperson to HET.

Clause 11.09 (cont'd)

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 their probationary period of one-hundred and twenty (120) days. ~~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.

This change reflects the change in probationary period made in previous CBA's

Clause 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.

Increase in Per Diems for meal amounts

Clause 11.13(b) **renumbered to 11.13(a)

Tool Boxes:

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

Employees who suffer a layoff from a facility outside of their permanent residence will be eligible, once in a twelve (12) month period, to have their tools boxes shipped to their home address at the employer's expense, to a maximum of \$750.

New language allows members who get laid off to have their toolboxes shipped home.
Maximum of \$750

Clause 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 expression~~sex~~, 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~~.

Updating of discrimination language to reflect modern terminologies

Clause 12.04

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

Removal of redundant language

Clause 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.

<u>2.00%</u> General <u>Decrease</u>	Effective May 1, <u>2016***</u>
<u>0.00%</u> General Increase	Effective May 1, <u>2017</u>
<u>1.00%</u> General Increase	Effective May 1, <u>2018</u>

Wage changes for the term of the agreement: ***NO retroactivity for the decrease. This comes into effect once the contract is ratified.

Clause 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~~.

Job discussions will be held once per year. Removal of redundant language... "B" rate has been removed in previous CBA's...

Clause 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.

This language now allows the member who suffers any kind of loss (NSF fees, credit rating damage, etc) to get Finning to fix the issue (i.e.: produce a letter for financial institutions indicating what happened) and pay for any of the financial losses as a result of that error.

Clause 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.

New language requires Finning to post any premium posting if a member fills in that position for a duration of 90 days.

Clause 13.08

The ~~Union~~ IAMAW Lodge 99 Business Representative and the Employer will meet and discuss each individual situation where an employee is removed from a third party site within 15 days of the removal ~~as it occurs~~.

This language creates a structure for the conversations after a member is removed from a third party site.

Clause 14.01

The Union recognizes the right of the Employer to exercise the functions of management including, without limiting the generality thereof, the right to hire new Employees and to direct the working force, to promote and demote, transfer, lay-off due to lack of work, suspend or otherwise discipline or discharge for just cause any Employee, subject to the right of the Employee to lodge a grievance in the manner and to the extent herein provided. The Employer agrees to give to the Union reasonable notice of discharge for cause of any Employee.

The Employer will exercise its' authority and discretion under the Collective Agreement in a fair and reasonable manner.

This was a recommendation from our legal team to add to the collective agreement. This is common language that is added to collective agreements.

Clause 15.02

Group Insurance:

Coverage	Employer Pays	Employee Pays
Provincial / Territorial Health Care Insurance Coverage	100% of current premiums	
Extended Health Insurance Plan (SunLife #25243)	75% of current premiums	25% of current premiums
Dental Plan (SunLife #25243)	75% of current premiums	25% of current premiums
Life Insurance Plan (SunLife #56243)	Employer maintains and pays the premium costs thereof.	Employee pays premium assessed for Dependent Life Insurance.
Accidental Death & Dismemberment Plan (AIG Assurance - 9029958)	Employer maintains and pays total premium cost thereof.	
Long-term disability (SunLife #56243)	-	100% of current premiums

*Policy numbers are for reference purposes only. The Union will be notified of any replacement policy providing the same benefits.

- Policy numbers added
- LTD policy and percentages of pay added

Clause 15.02 (cont'd)

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.

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.

LTD language was moved to here from 15.03(b)

Clause 15.03 and LOU 16-05

15.03 Sick Leave benefits

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

After working two (2) consecutive months, an employee will have earned four (4) hours of sick leave credits, and will accumulate four (4) hours per month thereafter to a maximum of forty (40) hours. On January 1st of each year thereafter, Employees will receive credit for forty (40) hours' Sick Leave to apply to the current years' service. Sick Leave credit will be maintained but not accumulated during lay-off. Sick Leave credit will be accumulated while on Short-Term Disability, Long-Term Disability or WCB. Employees who report sick during any day will have their Sick Leave allotment reduced by the number of hours not worked during that day.

Sick Leave is not to be used for any purpose other than legitimate illness and/or for Doctor and Dentist appointments (can be taken in one (1) hour increments). Sick Leave as described above, can also be used if an Employee's spouse or children is/are sick or injured.

It is the Employee's responsibility to notify his or her Department Supervisor of absence due to illness prior to the start of their shift.

All sick days not used can be accumulated to a maximum of two hundred (200) hours. This maximum is inclusive of the current year's eligibility. Accumulated sick leave may only be used after the current year's annual forty (40) hours sick leave has been used up. The Employee may also choose to delay STD payments with the use of accumulated sick leave, however the STD process must still be followed.

Any employee with ten (10) or more years' service shall be paid all accumulated sick time when the employee retires.

Clause 15.03 and LOU 16-05

LOU 16-05

As part of the 2016 negotiations the parties agree to the following Letter of Understanding (LOU) that will be implemented within 30 days of ratification of the new collective agreement.

Employees who were active employees at the conclusion of the 2013 – 2016 Collective Agreement will also be entitled to a 2016 initial balance of sick time as follows:

<u>Years of service</u>	<u>Shift schedule</u>	<u>Number of hours for preload</u>
<u>5 years or less</u>	<u>8 hours/day</u>	<u>40 hours</u>
<u>5 years or less</u>	<u>10 hours/day*</u>	<u>50 hours</u>
<u>5 years or less</u>	<u>12 hours/day</u>	<u>60 hours</u>
<u>6 years or more</u>	<u>8 hours/day</u>	<u>40 hours + 8 hours per year of service over 5 years</u>
<u>6 years or more</u>	<u>10 hours/day*</u>	<u>50 hours + 8 hours per year of service over 5 years</u>
<u>6 years or more</u>	<u>12 hours/day</u>	<u>60 hours + 8 hours per year of service over 5 years</u>

*=permanent 10-hour shifts

Employees working a rotating 8/10-hour shift will be compensated so that they suffer no loss of wages should they need to utilize sick days while working the 10-hour portion of their rotation during this transitional period.

This LOU will expire December 31, 2016

Clause 15.03 (b) **renumbered to 15.03(a)

15.03 (a) Short-Term Disability Benefits:

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

After completion of the probationary period (120 days) employees will be eligible to participate in the company paid Short Term Disability plan.

Sickness or Disability lasting more than five (5) consecutive work 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.

Short Term disability Disability Benefits shall be eighty (80%) percent of the Employees' current base wage rate.

Coverage is contingent upon both the Employee and the doctor providing the required claim form information showing total disability to the satisfaction of the benefits carrier for a period not to exceed twenty-six (26) weeks.

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.

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.

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.

Clauses 15.02, 15.03. 15.03(B)

WCB

- Will be topped up to the eligible STD amount by Finning.

LTD (day 188+)

We need to look at sick time, STD and LTD as one interrelated package and work through this backwards

- Without changes to the LTD program, the premiums will jump 251% in January 2018. The average premium paid by our members in June is \$193.00.
- This increase will raise the average premium to \$677.43 PER MONTH
- Even with changes, we are likely to see a 47% increase.

Why is this?

- It's called "Experience Rating". This means that the more we use LTD, the more the cost will go up. Because we transition to LTD after 105 days, more people transition to LTD. It's the same as Automobile insurance. Get in an accident, and your rates go up.

How do we reduce the Experience rating?

- Two ways: time and using the plan less

How do we use the plan less?

- By extending the STD period out to 6 months, less people will go onto LTD
- If less people go onto LTD, over a period of time, the Experience Rating improves and our LTD premiums will come down again.

Clauses 15.02, 15.03. 15.03(B) (cont'd)

Short-term Disability (day 6-187):

- This is paid for by Finning. Previously, Finning paid 100% for 105 days.
- In order to lower the LTD experience rating, the STD period needs to be longer. In order for the STD period to be longer, it can't pay 100% over a longer term...the costs are simply too high.
- If STD cannot be maintained at 100% over 6 months (the industry standard for STD and the best number to lower the LTD experience rating), then it has to be reduced...which forces changes to the sick plan due to the costs involved.
- The negotiated STD percentage is 80% over 6 months

Sick Plan (day 1-5)

- The new plan allows for 40 sick hours per year (similar to BC)
- These days can be used for the member or their immediate family
- Sick hours can be banked (up to 200 hours) and/or used for doctor's appointments (1 hour increments)
- All current members will have their bank topped up (maximum of 160 hours) as per **LOU 16-05** based on how long they have been with Finning.
- Members who retire with 10 years of service or more will be paid out for any banked hours remaining.
- Banked sick days can be used to top up STD pay to 100%

Clauses 15.02, 15.03. 15.03(B) (cont'd)

Example of coverage for a field mechanic working in the Oilsands who is injured and off work for 6 months:

Current plan (after taxes (assuming a 40% tax rate)): \$ 33,385.40

New Plan (after taxes (assuming a 40% tax rate)): \$33,843.46

The new plan would pay this member \$458.06 more over 6 months than the old plan. If this member used some banked days to offset the first of the 80% days, this number would be even higher.

This member would also be paying 204% less for their LTD premiums!!

Please keep in mind this is just an example. Each person's wage rate and situation will affect these numbers greatly.

Clause 15.04

Bereavement Leave:

Without loss of pay will be provided upon the death of a member of an Employee's immediate family. The maximum amount of bereavement leave with pay allowed will be five (5) days. The Employee's immediate family shall be defined as an Employee's spouse, parents, grandparents, spouse's grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, plus sons, daughters, brothers, sisters, or their spouses, and any relative residing permanently with an Employee.

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

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

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

~~When If an Employee requests requires a personal leave of absence without pay additional time off as a result of the loss of a family member~~, the Employer, taking into consideration the needs of the business, may grant the ~~leavetime off without pay. The Employee will provide the reasons for the requested leave.~~

New leave of absence language for a member who loses a family members

Clause 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.

Alberta law forced this change. Pension vesting is the time in which the employee can recover the **employer's** contribution to their pension. This is immediate in Alberta as of 2014.

Clause 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.

Clearer language for Union executive members to get time away from their place of work to do Union business

Clause 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.

New language based on Local 99's bylaws. Lower numbers of people on the bargaining committee. Finning agreed to increase the number of hours paid. They also agreed to give bargaining committee members all the time off they require to perform bargaining duties.

Clause 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.

Increasing the number of days in step 1 of the grievance process to allow the parties to discuss the issues prior to filing of the grievance. This is intended to improve communication and reduce the number of grievances filed

Clause 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, 2019~~6~~ and if they fail to conclude a new Collective Agreement before April 30, 2019~~6~~ 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, 2019~~6~~ 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

- New dates to reflect the term of the agreement
- NO retroactivity on wage reductions

Clause 23.02

This Agreement shall be effective from May 1, 201~~6~~³ until April 30, 201~~9~~⁶ and thereafter to the date when a new Collective Agreement comes into force or until a strike or lockout occurs, whichever is first.

New dates to reflect the term of the agreement

Schedule "A"

- Wages adjusted reflective of wages in 13.01
- Addition of Ekati to Main Schedule
- Addition of MSA's to Ekati Schedule
- Minor changes to formatting

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 a~~ 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)~~ ninety (90) 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.

Schedule "b" (cont'd)

- Increase schedule "b" transfer time from 45 days to 90 days
- Removal of redundant language
- Formatting changes
- Rename "Lab Technician (uncertified)" to "Lab Clerk"
- Add "unlicensed" to Field Lubrication Serviceperson
- Separation of Shop and Field for the purposes of **layoff only** in Wood Buffalo and Edmonton regions.
- Add cable shovels and drills layoff categories to schedule
- Insertion of proper terminologies and removal of unused terminologies

LOU's inside the agreement not changed

- Benefit and Premiums
- Spousal assistance
- Leave of Absence: Bob MacKinnon
- Leave of Absence: Kevin Clark
- Tuesday to Saturday
- Customers working in Finning Shops or yards
- Power generation electricians
- Ticketed automotive technicians
- Material supply assistants

LOU's inside the agreement with clerical changes

- Tuesday to Saturday shift – removal of “wherever practical”
- Continuous shift – removal of “Branches”
- Gas Compression – renumbering to match the rest of the CBA

LOU's inside the agreement Deleted

- Material Supply Assistant training
- Midnight shift PDC Edmonton

LOU's inside the agreement modified

- **Banked overtime**

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.~~

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.~~

l. Monetary (as opposed to hours banked out) withdrawals from bank can only be done a maximum of two (2) times / year – if there is a third (3rd) request the entire bank will be withdrawn.

- Removal of 80 hour bank out limit.
- Removal of Prime Vacation period language
- Limitations on the number of monetary withdrawals from a member's bank

LOU's inside the agreement modified

- Regional Wage Adjustment

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 ~~12.5~~12% 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.

Reduction of RWA for the Oilsands and NWT to 12%

LOU's inside the agreement modified

- Union Management Relationship

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.

Increases the maximum number of hours Finning can pay for a committee member to attend meetings. We have many members that work 12 hour shifts

LOU's inside the agreement modified (1-5)

- Twelve-Hour Shift Agreement for Municipality of Wood Buffalo, Oil Sands 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;
- b. Town Shop ~~/Power Systems~~: 7 on and 7 off, and/or 14 on and 14 off (as well as Grandfathered 12 on and 12 off);

.....

D06 field Employees will be marshalled from their facility unless placed on a customer site for more than 6 consecutive shifts.

Updating of shifts worked in Finning shops.

Clear language about D06 field mechanics marshalling point

LOU's inside the agreement modified (2-5)

- Twelve-Hour Shift Agreement for Municipality of Wood Buffalo, Oil Sands Operations

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. On customer mine sites only, if the top ten privilege is unable to be honoured, Employees will receive an additional premium (above the night shift premium in schedule “D”) of one (1) dollar per hour for all hours worked.

Allows members to collect a \$1 per hour premium above the nightshift premium should they be unable to only work straight days (as per the top 10% language in the CBA) as a result of customer site requirements

LOU's inside the agreement modified (3-5)

• Twelve-Hour Shift Agreement for Municipality of Wood Buffalo, Oil Sands Operations

Inconvenience Pay

- ~~\$17.00~~~~35.00~~ for each day of work shall be paid to Employees who ride the bus from Fort McMurray to Suncor; ~~\$17.00~~~~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 or Syncrude Base Mine.
- ~~\$22.00~~~~45.00~~ for each day of work shall be paid to Employees who are required to travel ~~with the use of their personal vehicle~~ from Fort McMurray to the Mildred Lake shop and Syncrude Base Mine and back ~~unless transportation is supplied~~. In addition, ~~\$22.00~~ 45.00 Inconvenience Pay shall also be paid for unscheduled call-outs from Fort McMurray to the Mildred Lake shop.
- Employees travelling from Fort McMurray to any permanent worksite North of Mildred Lake will be paid receive Inconvenience Pay of ~~\$27.00~~ 55.00 per day for each day worked on- site or at a Finning Facility, unless noted in a specific site LOU.
- Kearl site – Employees travelling to and from the Kearl site to camp will be paid Inconvenience Pay of ~~\$17.00~~ 35.00 per day until such time that the onsite camp at Kearl is available. ~~**Without prejudice to the existing Arbitration.**~~
- Any new site added to the Oilsands region will follow this LOU.

Reduction of ICP amounts to just under 50% of 2013 CBA rates. This was the least concerning rate to members affected as per the recent survey

LOU's inside the agreement modified (4-5)

- Twelve-Hour Shift Agreement for Municipality of Wood Buffalo, Oil Sands Operations

Vacation Time

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). With Employer agreement, 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.

Outside of the Prime Vacation Period, vacation time can only be taken at 8 hours per day with Finning's agreement

LOU's inside the agreement modified (5-5)

- Twelve-Hour Shift Agreement for Municipality of Wood Buffalo, Oil Sands Operations

Camp Accommodations

(vi) Employees staying in currently provided camp situations, with the exception for those at Kearl (Noted in #11)~~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.

This is a clerical change as a result of deleted language within the LOU moving language up within the LOU.

LOU's inside the agreement modified (1-9)

- Ekati Mine operation

3. Employees living in the Northwest Territories and working at the Ekati site will receive the Yellowknife location allowance as outlined in Schedule "C". All Employees working at the Ekati Mine Site, including temporary transfers, will receive the Regional Hourly Wage adjustment as outlined in the Regional Wage Adjustment Letter of Undertanding of 15%.

All employees will receive RWA regardless of temporary or permanent. New language refers back to the RWA LOU rather than listing the rate.

LOU's inside the agreement modified (2-9)

- Ekati Mine operation

4. The marshalling points will be Yellowknife, and 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.~~

Removal of Edmonton as a marshalling point. The customer ended the flight program and is now flying our members up from Yellowknife and Hay River only.

LOU's inside the agreement modified (3-9)

- Ekati Mine operation

5. Travel time paid at straight time rates will be provided for as follows: ~~Edmonton~~ Employee's residence 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.~~

The travel time from home to Yellowknife is 2.5 hours. No need to go through Edmonton to be paid these hours.

LOU's inside the agreement modified (4-9)

- Ekati Mine operation

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, and 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.

- These changes are a result of the change of the marshalling point
- Finning has committed to deal with weathering-out and weathering-in situations on a case-by-case basis as it's done in the Oilsands.

LOU's inside the agreement modified (5-9)

- Ekati Mine operation

9. ~~Vacation time will be converted to hour entitlement and they Employees will have the option of taking vacation in blocks of hours vs. weeks (1 week 1-week vacation time = 40 hours) only with mutual agreement between the Employee and the Company.~~—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 (with mutual agreement between the Employee and the Company) 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.

- Vacation time needs to be taken as per the main body of the CBA now. 8 hours per day vacation can be taken with agreement from Finning.
- Continued use of Prime Vacation Period language.

LOU's inside the agreement modified (6-9)

- Ekati Mine operation

10. Those Employees assigned on a permanent basis to the Ekati site will receive an isolation ~~travel~~-allowance while working at the mine to compensate for the additional NWT payroll tax. The allowance of \$1.00 per hour will apply to Employees who have completed their probationary period and will be paid twice per year. The payment will be made in November and May of each year and will be made on a separate deposit and an explanation of how it is calculated will be provided.

~~11. Lead hand rate will be provided to Employees covering for temporary periods.~~

- The isolation pay now references the offset to the NWT payroll tax. This is not a dollar-for-dollar offset at this time.
- The temporary leadhand language does not need to be here. 13.07 covers this language...redundant

LOU's inside the agreement modified (7-9)

- Ekati Mine operation

~~12. 11. Twelve (12) hours per day will be paid while on-site~~ Sick hours paid while on site ~~leave or STD~~ will 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~~ sick hours paid will not count towards the one hundred and sixty (160) hour total.

~~13~~**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.

- Sick time is covered under Article 15 other than the specifics of the 160 count
- Removal of "future" should have been done years ago. Adding MSA's to this and Schedule A allows the deletion of LOU 14-01

LOU's inside the agreement modified (8-9)

- Ekati Mine operation

1516. A Travel Allowance for a portion of airfare, parking and meals for Employees to travel from home to the marshalling point and from the marshalling point to home 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.

These changes were made as a result of the marshalling point being changed

LOU's inside the agreement modified (9-9)

- Ekati Mine operation

1617. 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.

Clause 6.02 will apply, however Employees already on overtime pay, who are 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, double time ~~overtime~~ will be paid for the days less the appropriate notice to a maximum of two (2) days.

- Shift and schedule notice changes now refer back to the main body of the CBA.
- If a member is working overtime and is reassigned (nights to days and vice versa) that member will be paid up to 2 days at double time for switching

LOU's outside the agreement agreed to without changes

- 08-04 Employees Moving
- 10-01 Collicutt Employees
- 10-06 Suncor Labourers
- 11-02 HVAC Dual ticket program
- 11-04 Spectra Peace Arch Project
- 12-01 Sitech
- 12-02 2nd and 3rd year apprentices doing PM work in the field
- 13-04 Field Lubrication Serviceperson
- 16-02 Expanded Mining Field Division (D14)
- 16-03 Welder/Machinist recall rights to the COE

LOU's outside the agreement agreed to with clerical changes

- 06-12 Working out of Canada – removal of bolding on \$240
- 10-05 Oilsands shift exceptions – Removal of “Wendy Lastiwka”: she retired
- 10-07 Twelve hour shifts for PM group – Language moved into CBA
- 12-07 Twelve hour shifts for Teck Coal and Coal Valley – removed reference to Coal Valley (no longer in business) and reduction of number of current employees from 4 to 2
- 13.01 Rotating shift for D37 Power Systems – Language moved into the CBA
- 14-06 Permanent Part Time MSA D17 – Repaired wording, Language moved into the CBA
- 14-09 Afternoon Shift for COE Maintenance – Updated the number of positions working this shift, language synchronized with other 10 hr shifts, moved into the CBA.
- 14-10 10 HR shift agreement for D30 – Removed facility D32, language synchronized with other 10 hr shifts, moved into the CBA.
- 15-02 Compressed Work Week for Grande Prairie D11: Add D11 to title, language synchronized with other 10 hr shifts, moved into the CBA.
- 15-04 10 HR shift for D18: Language removed to synchronize with the main body of the CBA
- 15-07 LOA Ryan Ermet :Move LOU into the main body of the CBA, clean up language.

LOU's outside the agreement deleted

- 10-10 Twelve hour shift for Grand Cache Coal
- 11-05 ICP for KMC group (added to O/S LOU)
- 11-06 Twelve hour shift for Kidco
- 11-07 Midnight shift for D34 Calgary
- 12-04 Finning Shovels and Drills
- 14-01 Ekati MSA (added to the Ekati LOU)
- 14-03 4 and 4 shift for Calgary general line
- 14-04 Parts countersales standby duties
- 14-07 ICP for Syncrude Basemine (added to O/S LOU)
- 14-08 MSA's for Grande Prairie
- 14-11 4 and 4 for Edmonton Power systems for Edson/Hinton
- 15-01 Shovels and Drills projects and Assemblies
- 15-05 Emergency manpower transfers

LOU's outside the agreement left pending

- 11-08 Reciprocity Agreement

This is a three party agreement (LL 692, LL99, Finning) so can't be negotiated within the confines of our bargaining process. A separate meeting has been scheduled with all of the parties to negotiate this LOU

LOU's outside the agreement modified

- 90-02 Finning Parts Express

There are approximately ~~four (4)~~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 four (4) 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.~~

This has been updated to reflect the current circumstances

LOU's outside the agreement modified

- 92-01 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, for work normally performed by the bargaining unit.
~~This letter is outside of the Collective Agreement and does not form part of it.~~

New language allows the Union to collect contractor dues when a contractor does work at a facility or for that facility... if the work is normally done by our members

LOU's outside the agreement modified

- (08-10) 10 hr shift (afternoon) agreement for D31, D39, D40, D41

5. Vacation

The Employee will ~~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.

This language refers back to the main body of the CBA. It was redundant.

LOU's outside the agreement modified (1-5)

- (08-12) ThinkBIG ~~and FINNTech~~ programs

Employment opportunities for the ThinkBIG program (or the Apprenticeship Program) will be posted online two (2) times per year to identify and pre-screen interested employees.

The Think BIG ~~and FINNTech~~ Programs ~~are~~ is intended to **supplement** the traditional apprenticeship program. ~~This~~ 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 Think BIG ~~Big~~ 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.~~

Removal of the FINNTech program references

LOU's outside the agreement modified (2-5)

- (08-12) ThinkBIG ~~and FINNTech~~ programs

~~All openings for these programs will be posted on the Employers job posting board (online and in the branches). Prior to a current Finning Employee being accepted into the ThinkBIG program a discussion with the facility management, Employee and the Apprenticeship Group will be conducted to determine whether a traditional apprenticeship program or the ThinkBIG program is most suitable at the time.~~

Facility management, the Employee and the Apprenticeship group will get together to determine whether the ThinkBIG program or a traditional apprenticeship is the right path for the facility and the member

LOU's outside the agreement modified (3-5)

- (08-12) ThinkBIG ~~and FINNTech~~ programs

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) upon completion of, ~~enrolled in~~ the ThinkBIG Big 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~~ entering the a program from an existing higher paid position ~~Clause 10.05 of the collective agreement will apply. will never be paid less than the base rate he/she earned immediately prior to transitioning into the program.~~
- D. Work terms may be in any Finning facilities and apprentices will be entitled to expense up to \$600 (with receipts) for travel costs associated to travel to and from work term placements. Temporary transfer provisions outlined in 5.15 will not be applicable;
- E. Current employees (including those on layoff) who qualify based on program requirements will be accepted into the programs within twelve (12) months.
- F. 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.

LOU's outside the agreement modified (4-5)

- (08-12) ThinkBIG ~~and FINNTech~~ programs

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, with the Alberta Apprenticeship and Industry Training program (AIT) upon completion of 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. Work terms may be in any Finning facilities and apprentices will be entitled to expense up to \$600 (with receipts) for travel costs associated to travel to and from work term placements. Temporary transfer provisions outlined in 5.15 will not be applicable;
- E. 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.

LOU's outside the agreement modified (5-5)

- (08-12) ThinkBIG ~~and FINNTech~~ programs

Employees who have successfully completed the requirements of the ThinkBIG ~~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.

- Clear language about indenturing after the completion of the program
- clear Red circling language
- \$600 travel allowance
- Clerical changes

LOU's outside the agreement modified

- (08-20) CNRL

b) CNRL provides flights at no cost to the Employee. The marshalling points for these flights are Calgary and Edmonton. Employees can also choose to fly commercially 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. These employees will be required to stay in customer provided camp. Employees who currently maintain a residence in Ft McMurray and utilize the flight program will be compensated for their Housing Allowance until Dec 31, 2016

e) — 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 of the cancellation of compensation for flight expenses. From the date of Union notification, 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.

- Members can fly commercially or take CNRL's flights, but need to stay in camp. Members who currently live in Ft McMurray have until Dec 31, 2016 to either move to camp or forfeit the flights. Member choice: Camp and Flights or Housing and ICP
- Members who currently live in Ft McMurray will receive housing and ICP.

LOU's outside the agreement modified

- (09-09) Compressed work week for CSC

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 ½) the straight time rate.~~ The normal work week will be four (4) consecutive ten (10) hour shifts.

5. Vacation

The Employee will ~~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 ~~four~~ty hour work week.

Refers back to the main body of the CBA, Clerical changes

LOU's outside the agreement modified (1-4)

- (13-02) Kearl Site

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

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

- Renaming of the Kearl Site
- Removal of old redundant language

LOU's outside the agreement modified (2-4)

- (13-02) Kearl Site

1. The shift schedule for the Kearl ~~Project~~ site will be 10 days on and 10 days off; however, the day shift will operate on a split shift. This results in the shift starting midday, first day in, and finishing midday last day out. The company recognizes that this results in 11 starts instead of 10 while on day shift. Therefore, the company is prepared to compensate those Employees working the ~~full-scheduled-split~~ shift by paying 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.

~~2. Sick time is paid at straight time rates.~~

~~32.~~ 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, the ~~y~~ 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

Clear language on how a stat is applied when it falls on day 11 of the shift

LOU's outside the agreement modified (3-4)

- (13-02) Kearl Site

~~4. All Leadhand/Journeypersons will be required to successfully complete the three (3) day mentoring workshop as part of their normal job duties.~~

~~53.~~ 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.

~~64.~~ All Employees working at the Kearl 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 Kearl Allowance will require renegotiation between the Employer and the Union.

- Removal of language that was never possible to use (mentoring program)
- Clerical changes

LOU's outside the agreement modified (4-4)

- (13-02) Kearl Site

~~97~~. Finning (Canada) will pay housing allowance to all Employees working at the Kearl site who maintain a permanent residence in Municipality of Wood Buffalo.

~~119~~. Kearl Allowance: Employees will be paid a Kearl allowance of \$300.00 per month that they are employed at the Kearl site and take the customer provided flights.

- Clarification of housing allowance for members who work at Kearl (with Mandatory camp) and maintain a house in the Wood Buffalo Region
- Members who work at Kearl and take the customer provided flights are eligible for \$300 per month

LOU's outside the agreement modified (1-2)

- (13-03) 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.

Clerical and redundant language removal

LOU's outside the agreement modified (2-2)

- (13-03) Fort Hills Site

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

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

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

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

(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.~~

- Updating of language
- Camp is mandatory, so a housing allowance is paid to members who live in the Wood Buffalo region
- Fort Hills Allowance language updated

LOU's outside the agreement modified (1-3)

- (15-03) Snap Lake and (15-06) Gahcho Kue (identical wording other than the name)

4. 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, including temporary transfers, will receive the Regional Hourly Wage adjustment as outlined in the Regional Wage Adjustment Letter of Understanding 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).

~~7.~~ Travel time paid at straight time rates will be provided for as follows: Edmonton Employee's residence 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.~~

These LOU's (and 16-01 Nuna) are based off of the Ekati letter and have been changed in the same way

LOU's outside the agreement modified (2-3)

- (15-03) Snap Lake and (15-06) Gahcho Kue (identical wording other than the name)

~~13. 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.

~~14. 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~~.

These LOU's (and 16-01 Nuna) are based off of the Ekati letter and have been changed in the same way

LOU's outside the agreement modified (3-3)

- (15-03) Snap Lake, (15-06) Gahcho Kue (identical wording other than the name)

15. Those Employees assigned on a permanent basis to the Snap Lake site will receive an isolation ~~travel~~ allowance while working at the mine to compensate for the additional NWT payroll tax. The allowance of \$1.00 per hour will apply to Employees who have completed their probationary period and will be paid twice per year. The payment will be made in November and May of each year and will be made on a separate deposit and an explanation of how it is calculated will be provided.

18. A Travel Allowance for a portion of airfare, parking and meals for employees to travel from home to the marshalling point and from the marshalling point to home 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.

20. Clause 6.02 will apply, however Employees already on overtime pay, who are 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, double timeovertime will be paid for the days less the appropriate notice to a maximum of two (2) days.

These LOU's (and 16-01 Nuna) are based off of the Ekati letter and have been changed in the same way

LOU's outside the agreement modified

- (16-01) Nuna Logistics

Identical wording changes as done in the Ekati LOU. The numbering for the subsections within this LOU is different than the Ekati LOU.

LOU's outside the agreement modified

- (16-04) MSA training

LETTER OF UNDERSTANDING

Reference: Material Supply Assistant (training)

This is a transitional 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.

Current Material Supply Assistants can apply until December 31, 2016 and will be allowed an unpaid leave of absence (with adequate notice) to attend parts apprenticeship school providing:

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

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

It is understood that work schedules may need to be adjusted to make certain the needs of the business and the individuals may be accommodated.

This may mean limiting the number of people who can attend apprenticeship school at any one time from any one location.

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

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

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

In December, the union will be provided a list of all Material Supply Assistants who have applied and are undergoing Parts Apprenticeship Schooling under the terms and conditions of this Letter of Understanding.

This Letter of Understanding will expire January 1, 2017

New LOU to allow current MSA's a grace period to begin their apprenticeships

Wrap up

- Questions?
- We will now cross your name off the list and give you a ballot.
- Please leave the pens and the printed Memorandums in this room.
- **Thank you** for your attention and participation.