

COLLECTIVE AGREEMENT

BY AND BETWEEN:

FINNING INTERNATIONAL INC.

and

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



Effective May 1, 2016 to April 30, 2019

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COLLECTIVE AGREEMENT

Between:

FINNING INTERNATIONAL INC.

Hereinafter referred to as the "Employer",

OF THE FIRST PART

AND

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

Hereinafter referred to as the "Union"

OF THE SECOND PART

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

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

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

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

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

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

ARTICLE 1 – BARGAINING AGENCY

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

ARTICLE 2 – UNION SECURITY

- 2.1 All Employees for whom the Union is recognized as the sole bargaining agency in accordance with Article 1 shall be required to become a member of the Union immediately, and the Union agrees to accept into membership all those who are so employed.
- 2.2 In the event any Employee refuses to join or fails to maintain membership in the Union, the Employer shall, upon being notified by the Union, dismiss that Employee. Provided, however, that the Employer is not bound to dismiss any Employee who is expelled from the Union for other than reasonable cause.
- 2.3 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. 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.

- 2.4 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.
- 2.5 Notwithstanding any other provision of this contract, the failure or refusal of any Employee to pass through or work behind any picket line lawfully established shall not be deemed a breach of this contract, and the Employer shall not discharge, discipline or otherwise discriminate against any such Employee.

ARTICLE 3 – DUES, DEDUCTIONS AND INITIATION FEES

- 3.1 The Employer agrees to deduct from the wages of each Employee, upon written authorization from the Employee (which the Employer shall submit to the Employee for signature at the time of hire), such monthly dues or assessments as are provided therein. This authorization will be forwarded to the Union Office within thirty (30) days of the employee's first day worked.
- 3.2 Notification of any change in dues or assessment shall be given by the Union to the Employer at least thirty (30) days in advance of a change in deduction.
- 3.3 The money deducted each month shall be forwarded to the Union Office not later than two (2) weeks following the date

of deduction, together with a statement of Employee's names, Facility number, and the amount and purpose of each deduction. Membership address information will be provided to the Union Secretary Treasurer or designate on a quarterly basis.

- 3.4 The Union may request, by providing thirty (30) days' notice, and the Employer will provide a current full bargaining unit list including names, addresses and phone numbers. Such request may be made a maximum of two (2) times per year.

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

ARTICLE 4 – SENIORITY

- 4.1 A current seniority list by layoff classification per Branch will be provided to the Union monthly upon request. This list shall show seniority date and date of hire as separate fields where an Employee has different dates for these purposes.

- 4.2 Employees who have only held positions outside of the departments relating to the bargaining unit shall not hold bargaining unit seniority.

- 4.3 Any Employee reverting to bargaining unit status after ninety (90) days has elapsed since the date of transfer shall be classified no higher than the Journeyperson or applicable Class "A" wage rate of any category.

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

- 4.4 Seniority shall be held only in the Branch where the Employee is currently employed. However, if an Employee transfers to another Branch, seniority shall be retained from the date of

hire. For the purpose of this Agreement, a Branch is defined as one or more places of business operated by the Employer in a geographical locality or municipality.

- 4.5 Permanent Employees: shall serve a probationary period of one hundred and twenty (120) consecutive calendar days. Extension of one hundred and twenty (120) day probation period will be by mutual agreement of the parties. Seniority shall become effective when an Employee completes the probationary period and shall be dated retroactively to the date of hire. Benefits entitlement will be as per Article 15.

Permanent Part Time Employees (applies to Parts Department Warehouse Only): Is any Employee who works less than a full shift or week on a regular basis. An Employee who works twenty (20) hours or more will have benefits and statutory holidays paid on a prorated basis. Permanent Part-time Employees, that work less than twenty (20) hours per week, will receive full benefit coverage upon Employee request. The Employee agrees to share the premiums on a 50% Employer and a 50% Employee basis.

The ratio of part time to full time in Branches with twenty- four (24) or more Employees will not exceed one (1) part time Employee, to three (3) full time Employees. The ratio of part time to full time in Branches with less than twenty- four (24) Employees will not exceed one (1) part time Employee, to two (2) full time Employees.

Temporary Employees (applies to new hires only): Part time or full time to a maximum of ninety (90) days. Summer students to a maximum of the University break.

Temporary and part time Employees will not be employed to displace full time Employees.

Temporary Employees and Students employed during their vacation period shall not acquire seniority.

Any Temporary Employee who becomes a permanent Employee will have his/her seniority dated retroactive to the date of hire upon completion of the probation period as a permanent Employee outlined above.

4.6 Seniority shall be considered as time worked in the bargaining unit.

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

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

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

4.06(a) Seniority shall be broken by:

- (i) Voluntarily quitting the job.
- (ii) Over-extending an authorized leave-of-absence.
- (iii) Discharged for just cause.
- (iv) If an Employee fails to return to work within two (2) weeks' notice requiring him/her to do so following lay-off

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

4.8 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.

However, on customer mine sites within the Wood Buffalo Region that are unable to offer straight day shift positions, Employees listed in the top 10% will not have the option to work straight day shift and will be compensated with the applicable premium as per Schedule "D" when required to work night shift. Employees who enjoyed the entitlement of

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

ARTICLE 5 – VACANCIES, POSTINGS, PROMOTIONS AND LAY-OFF

- 5.1 Where a vacancy occurs or a new job is created, notice will be posted on the Intranet and Internet sites for a minimum of fifteen (15) working days. The notice shall set out the job classification, location, branch, Facility, shift schedule, and qualification required. When the manpower level is not being increased, a posting will include the notation “Restricted to applicants from within the Branch.” If a posting is not awarded within ninety (90) calendar days, then the posting will be expired.
- 5.2 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 HR contact if they have any questions on the status of their application.
- 5.3 All applicants will be notified in writing within thirty (30) working days from the posting closing of their application status, so that applicants may have an opportunity to bid for any other vacancy that may occur pending award of the original vacancy.
- 5.4 When no suitable applicant is found within the Branch where the vacancy occurs, preference will be given to internal applicants from another Branch prior to consideration of external candidates.
- 5.5 In filling new positions or vacancies, including promotions, the job shall be filled on the basis of seniority, training, experience, and the ability to perform the duties required for

the position.

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

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

5.7 Employees in the Edmonton, Calgary, and Oil Sands / Wood Buffalo Power Systems Divisions will be separated from the main shops for the purpose of layoff.

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 December 2016. This will give Employees the opportunity to post to other Oil sands positions if they choose.

5.8 Recall of laid off Employees will be carried out in order of seniority. The most senior Employee of a classification in a Branch affected shall be recalled first by means of telephone contact and a letter. Where an Employee is not contacted by telephone, a letter requiring proof of receipt by signature shall be sent to their last known address. The Employee must respond within ten (10) calendar days, excluding Saturdays, Sundays and statutory holidays from the date mailed.

5.9 The mandatory recall period will be effective for twelve (12) months following layoff.

5.10 Providing an Employee is not working, Provincial Health Care premium sharing and Extended Health Insurance benefits found in clause 15.01, will be provided to the laid off Employee for up to four (4) months on the same premium share/pay basis.

5.10(a) In the event that the layoff continues beyond the provision in 5.10 above, Employees may continue their medical coverage

by prepaying the entire costs of their Alberta Health Care and Extended Health Insurance premiums for eight (8) additional months. If the Employee returns to work on a permanent basis during the one-year period, they may claim a refund for the overpaid amount. Dental coverage is valid up to and including the last day of the month in which the premium is collected and/or the layoff occurs.

5.11 Job classifications for the purpose of layoffs, and job transfers allowed within those classifications due to a lack of work, are identified in Schedule "B".

5.12 If there are no Employees on layoff status at a Branch where a vacancy occurs, Employees on layoff 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, before the Employer hires from outside.

5.13 When business conditions exist, an Employee on layoff may be recalled to perform work for a short term or temporary nature. The nature and duration of the work will be discussed with the Employee prior to the Employee returning to work.

If an Employee refuses a recall for short term or temporary work, the Employee's recall rights per 5.09 will not be affected.

5.13(a) A temporary recall period will not exceed fourteen (14) calendar days. On day fifteen (15) the recall will be considered permanent and seniority will dictate who will be recalled for the permanent position.

5.14 Branch Closure

- (i) Employer will advise Union Executive.
- (ii) Employer will advise affected Employees.
- (iii) Employer will advise all other Branches.
- (iv) Employer will place affected Employees in vacancies in other Branches within their job classification. If there are no vacancies in other Branches, layoff 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, they will receive severance as per Article 22 and end recall rights rather than accepting another position as per (iv) above.

5.15 Temporary Transfers

Any active Employee who accepts a temporary transfer to another Branch will receive transportation, travel time at applicable rates and accommodation for the duration of the assignment. The Employer will also pay \$70.00 per diem (\$20.00 breakfast, \$20.00 lunch, \$30.00 dinner) to cover the costs of meals, except when an Employee is provided with camp accommodations. The 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 Facility that has a continuous shift schedule will be placed on the shift schedule of that Facility. 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 ninety (90) days without Union approval.

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

ARTICLE 6 – HOURS OF WORK AND OVERTIME

- 6.1 This Article, where it defines the normal hours of work and workweek, shall not be construed as a guarantee of hours of work per day or per week, but merely provides the basis for

the calculation of overtime. Neither shall it serve as a restriction on the scheduling of a longer or shorter day or workweek.

6.2 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 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.

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

6.4 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.

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

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

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

6.7 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 the Employee of the overtime opportunity to be worked, 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.

6.8 Overtime shall be distributed as equitably as possible first among all Employees within the department and then amongst Employees capable of performing the work within the Facility or division. Any opportunity which is not worked will be counted as time worked when assessing the distribution. The

distribution will be assessed on a quarterly basis. This will be discussed with the Shop Steward, who shall be provided a copy of the overtime records upon request.

6.9 Unscheduled call-in at the end of a regularly scheduled workday will be paid at a minimum of three (3) hours overtime pay. When a person is called in on a scheduled day off or a statutory holiday and is required to work, that person will be paid a minimum of four (4) hours at the regular overtime rates in addition to any statutory holiday pay. However, the Employer may require the Employee to work the three (3), or four (4) hour period.

6.10 Parts Countersales Employees assigned to scheduled standby duty shall receive \$5.00 per hour for each hour of standby duty.

If a phone call is received at home and no order is placed, the time is considered covered by the standby pay.

If an order is placed from home via telephone or Personal Computer, then the Employee will be compensated at two (2) hours at the applicable overtime rates. Only one call-in shall be paid each two-hour (2) period.

If an Employee is required to go to the Employer's premises as a result of the call, the Employee shall be compensated at four (4) hours at the applicable overtime rates or the actual hours worked, whichever is greater. Only one (1) call-in shall be paid in each four (4) hour period.

Where appropriate and practical, those Employees assigned to scheduled standby duty will rotate.

6.11 No other Employee shall be scheduled or required to be on standby. Where standby may be agreed to by the Employee, the Union, and the Employer, the Employee shall receive standby pay at \$5.00 per hour for each hour of standby.

6.12 It is intended that every Employee should have a full shift break between shifts. In the event that an Employee is recalled to work before a full shift break occurs, he/she shall be considered as still working on his/her previous shift and shall be paid the appropriate overtime rates for work

performed after recall.

No Employee shall be permitted to resume work of his/her own accord until a full shift break occurs without permission of his/her supervisor.

Clarification of Shift Break: Employees working overtime will not lose the time taken from their next shift to make up the eight (8) hour break.

ARTICLE 7 – SATURDAYS, SUNDAYS AND HOLIDAY PAY

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

ARTICLE 8 – PAID HOLIDAYS

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

Statutory Holiday Schedule for non-continuous shifts:

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

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

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.

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

Statutory Holiday Schedule	2016	2017	2018	2019
Christmas Day	Sunday – Dec 25	Monday – Dec 25	Tuesday – Dec 25	Wednesday – Dec 25
Boxing Day	Monday – Dec 26	Tuesday – Dec 26	Wednesday – Dec 26	Thursday – Dec 26

Statutory Holiday Credit Calculations

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

The following charts show examples of Statutory Holiday credit calculations for continuous shifts.

Normal Rotation (no Statutory holidays on Days Off)

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

Statutory Holiday Falls on Days Off

<u>7 x 7 Shift</u>	<u>Day 1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>
<u>S/T</u>	<u>11.5</u>	<u>11.5</u>	<u>11.5</u>	<u>11.5</u>	<u>11.5</u>	<u>11.5</u>	<u>3.5</u>	<u>Off</u>	<u>Off</u>	<u>Off</u>	<u>Off</u>	<u>Off</u>	<u>Stat Holiday</u>	<u>Off</u>
<u>O/T</u>	<u>0.5</u>	<u>0.5</u>	<u>0.5</u>	<u>0.5</u>	<u>0.5</u>	<u>0.5</u>	<u>8.0</u> <u>+</u> <u>0.5</u>	-	-	-	-	-	<u>12 Hrs Stat Pay</u>	-

<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>Stat Credit application</u>	-	-	-	-	-	-	<u>8 hrs of Stat Credit is applied on this day</u>	-	-	-	-	-	<u>8 Hrs Stat Credit</u>	-

More than one statutory holiday falls on Days Off

7 x 7 Shift	<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/I</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/I</u>	<u>0.5</u>	<u>0.5</u>	<u>0.5</u>	<u>0.5</u>	<u>0.5</u>	<u>4.5 + 0.5</u>	<u>11.5 + 0.5</u>	-	-	-	-	<u>12 Hrs Stat Pay</u>	<u>12 Hrs Stat Pay</u>	-
<u>Stat Credit application</u>	-	-	-	-	-	<u>The remaining 4.5 hours of Stat Credit is applied on this day</u>	<u>11.5 hrs of Stat Credit is applied on this day</u>	-	-	-	-	<u>8 Hrs Stat Credit</u>	<u>8 Hrs Stat Credit</u>	-

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

- Sick Time for the Entire "Days On" Period = No Stat Hours Counted
- Sick or Vacation on Last Day of "Days On" = eight (8) hours Stat Credit will be applied to the last regular work day worked
- Vacation – twelve (12) Hours per day Taken = eight (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

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

ARTICLE 9 – VACATION WITH PAY

- 9.1 Employees shall earn and receive vacation with pay subject to terms and conditions set out as follows:
- 9.2 Vacation requests submitted prior to April 15th of the current vacation year will be governed by seniority preference. All vacation requests will be responded to by May 15 of the current vacation year. Requests after April 15th will be considered on a first come first serve basis. All vacation requests will be responded to within 30 days of submission of the request. In order to maintain an efficient Branch, the Employer may change scheduling of vacation periods if necessary.
- Vacation period requests of less than five (5) days are subject to workload conditions and require express approval of the Supervisor.
- 9.3 During the prime vacation period 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.
- 9.4 When a designated holiday occurs during a vacation period,

the Employee may take an extra day at the beginning or end of the vacation period. The immediate Supervisor must be notified concerning the Employee's intention prior to commencement of vacation.

- 9.5 Employees who have been employed continuously for specified periods are eligible for paid vacation as specified in the table below.

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 twelve (12) hours per day, however with mutual agreement Employees may choose to have vacation paid at eight (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.

- 9.6 Where an Employee is absent from work on an approved leave of absence for a period exceeding ninety (90) consecutive days, vacation credit accumulation will cease between the ninety first (91) day to the date when the Employee returns to work. Employees who are off work on STD, LTD, Maternity/Paternity Leave or WCB will continue

vacation credit accumulation for up to one year only.

9.7 An Employee is not allowed to work in lieu of taking annual vacation.

9.8 The basis of the calculation for the vacation pay will be 2% of the gross wages for every week of vacation to which the Employee is entitled. The Employee will be paid his/ her regular pay for every week of vacation to which he/she is entitled. The variance between the regular pay and the 2% of the gross wages per week can be paid at any time by regular pay cheque upon a written request of seven (7) days' notice. Any residual variance will be paid on or before January 31st.

Definition: Gross Wages

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

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

9.9 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.

ARTICLE 10 – APPRENTICESHIP ASSISTANCE

10.1 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.

10.2 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 ninety (90) days. After ninety (90) days they must have received a posting or return to the shop they came from.

10.3 An Apprentice having met the all requirements (hours, months and passed government examination) will be classified within the Journeyperson 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.

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

- 10.5** Any member from the bargaining unit transitioning into an

Apprenticeship position from a skilled / semi-skilled position will have their wage (if higher than the applicable apprenticeship rate) red circled from the date of transition forward.

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

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

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

ARTICLE 11 – GENERAL PROVISIONS

- 11.1** It is agreed between the parties hereto that, except as provided herein, time off shall not be given in lieu of overtime unless in the discretion of the Employer it is deemed necessary or advisable to do so and the Employee agrees.
- 11.2** Without limiting the Union's recognition of Management as found in Clause 14 hereof, the Employer agrees that no member of the Union shall be in a position to exercise any function of management relating to discipline or discharge of any Employee.

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

11.4 Service Department Protective Clothing:

- (i) Coveralls will be supplied and cleaned without charge to those who normally wear coveralls. There will be sufficient number to ensure clean coveralls are available.
- (ii) Immersion suits and fireproof coveralls will be made available as a tool room item for those required to wear them on job assignments.
- (iii) Field Serviceperson Uniforms: for those Employees in this classification, uniforms will be issued upon request. Field Serviceperson uniforms will not be provided to Employees permanently working on a customer mine site.
- (iv) Field Servicepersons will be provided without charge three (3) pairs of Arctic coveralls (or pants and jacket) and cold weather protective gloves. These items shall be supplied to the Employee by September 30th of the year. Should 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.
- (v) Arctic coveralls (or pants and jacket) and cold weather protective gloves will be available in each Facility for other Servicepersons on temporary field assignments. Upon agreement between the Shop Steward and branch management other arrangements may be made as appropriate.
- (vi) Welders will be provided, without charge, protective gloves and a fresh air welding helmet. Employees will be encouraged to wear fresh air helmets for welding work. Replacement will require surrender of unserviceable

items.

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

11.5 Parts department Employees who are required to wear uniform shirts shall have them supplied by the Employer without charge. Cleaning of the shirts shall be the Employee's responsibility. The Employer agrees to supply and clean smocks or coveralls without charge for Parts Department Employees and tool room attendants where required. Arctic coveralls (or pants and jacket) and cold weather protective gloves will be supplied to parts department Employees where the work assignment dictates the need.

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

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

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

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

11.7 All Employees attending Parts or Service meetings will be paid their regular pay, during normal working hours.

- 11.8** If an Employee chooses, he/she may review their personnel file with their Supervisor on an annual basis.

Any disciplinary notice or Letter of Expectation older than one (1) year will be removed from the file provided there has been no further discipline imposed during the period.

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

Tool Allowances:

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

In the event that an Employee transfers to or from a 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 lay-off 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.

The Employee will take their personal air and/or battery operated tools home and the Employer will supply an Employer owned tool. However, it will be at management's discretion whether an air or battery operated tool will be provided. If required for business purposes, the Employee may bring their own personal air and/or battery operated tool

to work. Prior to the Employee bringing in their own air and/or battery operated tool, they must have management approval. Employees responsible for tools provided by the Employer must ensure that the tools are returned to the Employer in event of layoff or termination.

11.10 Employees called for jury duty, a Crown or subpoenaed witness will receive their regular rate of pay for the time spent in this service when it occurs on regular scheduled workdays.

11.11 When work is required to be performed in temperatures below -25 Celsius, adequate protection and some form of heat will be provided to Employees. Both the Employer and Employee agree to cooperate to make certain the work can be completed in a safe and timely manner.

11.12 Employees will submit expense reports for any expenses other than those outlined below, within one (1) week of incurring expenses when possible and payment of expenses will then be made within two (2) weeks of submission of the report.

(i) \$70.00 per diem (\$20.00 breakfast, \$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 per diem (\$20.00 breakfast, \$25.00 lunch, \$35.00 dinner) for NWT Field Serviceperson away from their home branch overnight on a field assignment.

11.13 Tool Insurance:

The Employer will reimburse Employees for lost or stolen tools with a minimum value of two hundred dollars (\$200.00) and no maximum on any loss. The Employee shall be responsible for maintaining a written up-to-date tool list, which will be kept on file at the Facility. The exact amount of loss will be based on the evaluation of a claim by insurance adjusters based on the Employee tool list that must be on file. Theft must show forced entry on a locked vehicle, toolbox or storage area, or non-negligence on the Employee's behalf.

11.13(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.

- 11.14** Any travel time for required training and/or orientation will be paid at straight time rates, however travel time for training and/or orientation will not attract the field premium. Any appropriate expenses incurred to travel to/from and attend training courses and/or orientation will be reimbursed by the Employer.

ARTICLE 12 – NO DISCRIMINATION

- 12.1** An Employee will not be transferred, dismissed or discriminated against for any lawful Union activity, or for serving in a responsible capacity with the Union, or for reporting to the Union any violation of the provisions of this Agreement.
- 12.2** Any Employee alleging wrongful transfer, dismissal or discrimination, may place his/her alleged complaint before Union representatives and if it is merited the complaint shall become a grievance and be subject to the grievance procedure as established in this Agreement.
- 12.3** 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, 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.
- 12.4** Harassment is not tolerated in the workplace. Every reasonable effort will be taken to assure no Employee is subject to harassment in any form. Both parties will jointly

co-operate in resolving and investigating complaints relating to bargaining unit Employees in a confidential and appropriate manner.

ARTICLE 13 – RATES OF PAY

- 13.1 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.

2.00% General Decrease	Effective May 1, 2016
0.00% General Increase	Effective May 1, 2017
1.00% General Increase	Effective May 1, 2018

- 13.2 In the event that work classifications other than those set forth in Schedule “A” are instituted, the Employer and the Union shall meet and negotiate a rate of pay for such work.
- 13.3 The Employer will hold job discussions annually for all Employees who are covered by this Agreement.
- 13.4 The job discussion will consist of an evaluation of the Employee’s performance and a personal interview with the Department Supervisor. The Supervisor conducting the interview shall state, in writing, on the job discussion form, the developmental action required of the Employee to attain the Class “A” rate. An Employee not satisfied with the results of the interview may discuss the matter with the next level Supervisor or Manager.
- 13.5 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 (seven) working days of the Employer being notified of the error. If the Employee can substantiate any losses as a result of these errors, the Employer agrees to make the Employee whole in all respects. The Employee must submit details of the error in writing to their Supervisor or designate. The Employer will provide pay notifications in compliance with Employment Standards.

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

13.7 All Parts and Service Employees filling in a premium position get the premium rate of pay for the number of hours spent in that position. This would not apply to Apprentices on rotation. Parts persons scheduled to cover for Counter Sales will receive the premium wage rate for the time spent in the position.

The maximum duration of any Employee filling in a premium position will be ninety (90) days. After ninety (90) days, the premium position will be posted.

13.8 The 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 fifteen (15) days of the removal. During such time, the Employee will remain employed.

ARTICLE 14 – MANAGEMENT RIGHTS

14.1 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, layoff 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.

- 14.2 The Union also recognizes the right of the Employer to operate and manage its business in all respects in accordance with its obligations and to make and to alter from time to time reasonable rules and regulations, to be observed by Employees, which shall not be inconsistent with the provisions of this Agreement.
- 14.3 The Employees and the Union agree that the foregoing enumeration of Management's rights shall not exclude any other recognized function of management not specifically covered by this Agreement.

ARTICLE 15 – GROUP INSURANCE, SICK BENEFITS AND BEREAVEMENT LEAVE

- 15.1 Entitlement to benefits in this clause commence as follows:

Benefit Entitlement:

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

Optional Insurance	No	Yes
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During the term of this Agreement, it is agreed that the benefit plan coverage provided within the Collective Agreement will be maintained. Details of the benefits are covered in various contracts of which will be provided to the Union.

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

15.2 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)		100% of current premiums
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.

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

The Employer agrees to maintain 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 Facility.

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) dollars 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 a return to a workplace assignment based on medical documentation.

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

15.3 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 layoff. 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.

15.3 (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 (One-hundred-and-twenty (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 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.

15.4 Bereavement Leave:

Without loss of pay, Bereavement Leave 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.

If an Employee requires 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 time

off without pay.

ARTICLE 16 – HEALTH & SAFETY

- 16.1** The Employer agrees to make reasonable provisions for the maintenance of acceptable health and safety standards in the workplace and shall comply with the Occupational Health and Safety Act.
- 16.2** Joint safety committees shall be constituted and make monthly inspections of the workplace and equipment. The Union and the Employer will encourage Employees to participate in the joint health and safety committees and the Union may nominate Employees for participation to Management when hourly representation is below fifty per cent (50%). Inspection reports shall be forwarded to Department Supervisors, Union Stewards and the Manager Health and Safety for required action within seven (7) days of the meeting.
- 16.3** Employees who are required by the Employer to take either a defensive driving course or a first aid course will be paid for such time and the course. The Employer agrees to schedule courses during regular working hours.
- 16.4** Employees covered by this Agreement who obtain a First Aid Certificate (acceptable to the Employer) will be paid a premium of thirty-five cents (\$0.35) per hour for all hours worked upon attainment, maintenance and subsequent renewals. Where the Employer requires an Employee to obtain a First Aid Certificate, clause 16.03 applies.
- 16.5** Glasses, goggles and face shields will be worn as per the Finning (Canada) A Division of Finning International Inc. Health and Safety Handbook. These eye protection items will be supplied by the Employer at no charge to the Employee. Prescription safety glasses will be obtained through the registered plan between Finning (Canada) A Division of Finning International Inc. and the Optometrist's Association.
- 16.6** Employees will be reimbursed 100% of the cost of one pair of custom earplugs every 2 years for Employees that require earplugs at their work site.

ARTICLE 17 – PENSION RIGHTS

- 17.1** All Employees covered by this Agreement shall participate in a Defined Contribution pension plan as set forth in an Agreement between the Employer and Sun life Financial and outlined in 17.02. (The Defined Contribution plan – registration no. C-44803)
- 17.2** The Employer will make contributions equal to 6.00% of an Employee's eligible income. Employees may voluntarily contribute up to a maximum of five point two five percent (5.25%) to their Defined Contribution Pension Plan of which the Employer will match at a rate of one-fourth (1/4) of the first four percent (4%) to a maximum of one percent (1%). Employees may make a further contribution up to an additional one and one-quarter percent (1.25%) to their Defined Contribution Pension Plan without further contribution by the Employer.
- 17.3** Eligibility for Pension Plan membership will commence upon date of hire. Vesting will be immediate upon date of hire. 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 Human Resources contact. The official Pension plan document provides a full description of the governing terms and conditions.

ARTICLE 18 – NO STRIKES AND LOCKOUTS

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

ARTICLE 19 – UNION RIGHTS

- 19.1 The Union shall keep the Employer advised in writing with up to date lists of names of Executive Officers and Stewards who are authorized to act on behalf of the Union with the Employer. The Employer agrees to recognize only those representatives whose names have been submitted in writing. It is understood that members of the Union's Executive and Business Representatives are also designated to act as Stewards.
- 19.2 Stewards shall be Finning (Canada) a division of Finning International Inc. Employees and shall be selected in any manner the Union decides upon.
- 19.3 Stewards shall be appointed to represent each department at all Branches as may be required from time to time.
- 19.4 Stewards shall meet with representatives of the Employer monthly, if required by either party, in order to discuss problems which may arise.
- 19.5 Where investigative meetings may lead to discipline, suspension or termination and in the event of discipline, suspension or termination, the Employee is entitled to Union Steward representation, which Steward will be the Employee's choice, if available.
- 19.6 Stewards will be allowed a reasonable amount of time per month, without loss of pay, to discuss issues or present grievances to representatives of the Employer under Steps 1 and 2 of the Grievance Procedure, provided they first obtain permission from their Supervisor to leave their work assignment.
- 19.7 Employees having grievances shall not discuss them with Stewards during working hours unless they have first obtained permission from their Supervisor. The Employer agrees such permission will not be unreasonably refused.
- 19.8 IAMAW Lodge 99 Executive members will be granted all time off necessary for them to carry out their duties. The Union will make every reasonable effort to minimize this time away from work.

- 19.9** Members of the bargaining committee, not to exceed four (4) in number, shall be paid at regular rates for a period of time not to exceed one hundred and sixty (160) 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.
- 19.10** Lockable 24" x 36" Bulletin boards will be supplied on Employer premises for the purpose of posting official Union notices and papers. The Union agrees that such notices and papers will not contain references detrimental to the maintenance of a harmonious relationship between the Employer and the Union. The keys to the bulletin board will be held by the Steward(s) and a Facility Management representative/designate.
- This will apply on third party sites with the customer's agreement.
- 19.11** If a member of the bargaining unit is elected to a full-time position representing Local Lodge 99, the Employer will grant an unpaid leave of absence. The seniority for the member will continue to be accumulated during the length of the leave. Upon return the member will be eligible for their previous position or equal position.
- 19.11(a)** If a member(s) of the bargaining unit is elected to a full- time position representing labour affiliates, the Employer will grant an unpaid leave of absence. The seniority for the member(s) will continue to be accumulated during the length of the leave. Upon return the member will be eligible for their previous position or equal position. There will be no more than two (2) members on this leave at any one time.
- 19.12** The Representatives of the Union may have access to the Employer's shops/yard by applying for permission through the Branch Manager/Supervisor. Permission will not be unreasonably withheld. The representatives agree that union members will not be disrupted from performing their work.

Upon request, due to an emergent issue the Employer will make arrangements to allow Union representatives access to third party sites. However, if the Union requests an employee group meeting on site, 7 days' notice shall be provided to the Employer.

- 19.13 The Employer is committed to positive and collaborative Employee relations at all levels of the organization and as such will commit that all new hires will be given up to a half (0.5) hour orientation by a Union Steward on Employer property. The Supervisor/Manager will schedule this time within the first four (4) weeks of their start date. The time will be covered by the Employer.

ARTICLE 20 – GRIEVANCE PROCEDURE

- 20.1 The Employer and the Union both agree that the settlement of any dispute or grievance arising out of the terms of this Agreement should, so far as possible, be arranged between the Employer's representative and the Employee or the Union's grievance committee. A difference between the Employer and the Union as to the meaning and application of the provisions of this Agreement shall be considered a policy grievance. All policy grievances will be processed by the Union, and shall be submitted to the HR Business Partners under Step 2 of the Grievance Procedure.
- 20.2 A grievance concerning the discharge of an Employee may be submitted into Step 2 of the Grievance Procedure.
- 20.3 Unless a grievance of an Employee or a policy grievance is presented to the Employer within thirty (30) working days of the grievor from the date when the grievance first arose, or in the case of dismissal of Employees within thirty (30) working days of notification to the Union of such dismissal, the grievance is waived and the Employee or the Union shall not be permitted to present the same to the Employer thereafter. Failure of the Employer to respond within its allotted times indicates that it is in agreement with the grievor.

20.4 Any complaint, disagreement or difference of opinion between the parties hereto concerning interpretation, application, operation, or any alleged violation of the terms of this Agreement shall be considered a grievance and the procedure of settlement shall be as follows:

STEP 1: If the complaint or grievance is not satisfactorily resolved in discussion between the Employee and/ or the Union Steward and his/her immediate Supervisor/ Branch Management, the grievance shall be set out in writing citing the alleged violation of the Collective Agreement including the Clause(s) affected. It shall be submitted in this form to the immediate Supervisor within the time limits specified in Clause 20.03. A decision will be forwarded to the Union steward from the supervisor within ten (10) working days of receiving the grievance.

STEP 2: If the grievance is not satisfactorily resolved in Step 1, the Union Office shall submit the grievance to the Human Resources department designates within fifteen (15) working days of receiving the reply in Step 1.

The Human Resources Department will arrange for a meeting within fifteen (15) working days of receiving the grievance at Step 2 with the Business Representative/Union Executive, Steward and the griever to hear the grievance and render a decision within Fifteen (15) working days.

STEP 3: If the Step 2 decision of management is unsatisfactory to the Union, the Union Executive may then submit the grievance to arbitration within thirty (30) working days of receiving the decision. The notice of submission to arbitration must be given in writing.

20.5 The time limits expressed in the foregoing shall exclude Saturdays, Sundays, designated Holidays and normal time

off. The time limits set out above may be adjusted in exceptional circumstances by mutual agreement. The time limits set out are considered mandatory and not directory.

ARTICLE 21 – BOARD OF ARBITRATION

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

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

Who shall be selected as follows:

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

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

21.3 Grievances submitted to arbitration shall be governed by the provisions of this Agreement. The Arbitrator shall not be

vested with the power to change, modify or alter this Agreement in any of its parts, but may, however, interpret its provisions. The expense of the Arbitrator shall be borne equally by the Employer and the Union, unless otherwise provided by law. The findings and decision of the Arbitrator shall be binding and enforceable on all parties.

Should either party be responsible for postponing arbitration, the party requesting a postponement will bear the full cost of any expense charged by the arbitrator for the postponement.

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

ARTICLE 22 – SEVERANCE PAY

- 22.1 Severance Pay shall be paid to an Employee in the amount of, three (3) weeks per completed year of service to a maximum of twenty-four (24) months in the event of layoff, along with the final earnings paycheck.
- 22.2 Severance Pay is due to an Employee immediately upon layoff. If an Employee is recalled within the period for which Severance was paid, the Employer is entitled to recover the balance. (This is intended to avoid the possibility of double pay in the case of an early recall.) Employees on a temporary recall will not be required to pay back the severance until such time when the recall becomes permanent.
- 22.3 Severance pay entitlement occurs only once in any twelve (12) month period. If an Employee was laid-off, recalled, and again laid-off within twelve (12) months of the first instance, he/she is not entitled to Severance Pay on reoccurrence.
- 22.4 Notwithstanding 22.03, in the event the Employer recovers the balance of initial Severance Pay entitlement as specified in 22.02, an Employee is eligible to receive the amount of that balance should a layoff recur within twelve (12) months of the first instance.
- 22.5 If a laid-off Employee is called back after the recall period and

is subsequently laid-off after more than twelve (12) months has elapsed since the first instance, then Severance Pay entitlement is determined by the Agreement.

- 22.6 If the Employer rehires anyone when more than twelve (12) months has elapsed since layoff, that person would be treated as a newly hired Employee.

ARTICLE 23 – DURATION & RETROACTIVITY OF AGREEMENT

- 23.1 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 and if they fail to conclude a new Collective Agreement before April 30, 2019 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 until the date of the ratification of the new Collective Agreement provided there is no Strike. All retroactivity on other proposals will be determined upon signing of a Memorandum of Agreement.
- 23.2 This Agreement shall be effective from May 1, 2016 until April 30, 2019 and thereafter to the date when a new Collective Agreement comes into force or until a strike or lockout occurs, whichever is first.

ARTICLE 24 – TECHNOLOGICAL CHANGE

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

Technological change will be considered the introduction of new or modified equipment, or work processes, which will displace any Employees in a Branch. The Employer will provide information

about the new technology and the impact on the Employees and will disclose all details to the Union. The Employer will agree to work with the Union to avoid any displacement of Employees.

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

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

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

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

ARTICLE 25 – CONTRACTING OUT

Principles:

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

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

Enhanced Protections:

Where despite ongoing good faith efforts, the Employer

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

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

SCHEDULE A: WAGE CATEGORIES

Certified Trades Service Department

	2016	2017	2018
<u>Field Serviceperson</u>			
Resident	\$51.37	\$51.37	\$51.89
Leadhand	\$48.97	\$48.97	\$49.46
Journey person: Welder, Power Generation Electrician, Millwright, Machinist,	\$46.71	\$46.71	\$47.17
Heavy Equipment Technician (HET)			
Journey person: Heavy Duty Equipment Mechanic (Off-Road),	\$45.20	\$45.20	\$45.65
Journey person Truck & Transport Mechanic (On-Hwy, Power Systems only),			
Power Generation Electrician (EGS Technician / Motor Rewind Technician)			
Probationary	\$45.05	\$45.05	\$45.50
<u>Shop Servicepersons</u>			
Machinist, Non Destructive Testing (NDT) Technician			
Leadhand	\$46.55	\$46.55	\$47.02
Journey person	\$44.31	\$44.31	\$44.75
Probationary	\$42.80	\$42.80	\$43.22

Certified Trades Service Department

	2016	2017	2018
Journeyperson			
Chargehand*	\$48.25	\$48.25	\$48.73
Leadhand	\$46.10	\$46.10	\$46.56
Journeyperson: Heavy Equipment Technician (HET), Welder, Warranty Technician, Power Generation Electrician, Estimator, Millwright, Gas Compression Technician (With HET)	\$43.91	\$43.91	\$44.35
Journeyperson: Heavy Duty Equipment Mechanic (Off-Road), Journeyperson Truck and Transport Mechanic (On-Hwy, Power Systems Only), Gas Compression Technician (Automotive / Millwright), Power Generation Electrician (EGS Technician / Motor Rewind Technician)	\$42.64	\$42.64	\$43.07
Probationary	\$41.74	\$41.74	\$42.16
Apprentice: Power Generation Electrician, Millwright, Machinist			
4th Year	\$39.53	\$39.53	\$39.93
3rd Year	\$35.15	\$35.15	\$35.50
2nd Year	\$30.76	\$30.76	\$31.07
1st Year	\$26.35	\$26.35	\$26.62
Apprentice: Heavy Equipment Technician (HET)			
4th Year: Journeyperson Heavy Duty Equipment Mechanic (Off-Road) or Journeyperson Truck and Transport Mechanic (On-Hwy, Power Systems Only), Registered in 4-year (HET) program)	\$42.64	\$42.64	\$43.07

3rd Year	\$35.15	\$35.15	\$35.50
2nd Year	\$30.76	\$30.76	\$31.07
1st Year	\$26.35	\$26.35	\$26.62

Certified Trades Service Department

	2016	2017	2018
Apprentice Welder			
3rd Year	\$37.34	\$37.34	\$37.71
2nd Year	\$32.94	\$32.94	\$33.27
1st Year	\$28.56	\$28.56	\$28.84
Electronic Repair Technician			
Class A	\$36.79	\$36.79	\$37.16
Class B	\$30.92	\$30.92	\$31.23
The "*" positions include Employees hired prior to May 1, 2002 and are grandfathered at the rate for the position. It is not intended to use these categories after this date.			

Maintenance Department

	2016	2017	2018
Maintenance Person – Licensed			
Leadhand	\$47.78	\$47.78	\$48.25
Journey person	\$45.50	\$45.50	\$45.96
Probationary	\$42.52	\$42.52	\$42.95
Maintenance Person – Unlicensed			
Class A	\$35.89	\$35.89	\$36.25
Probationary	\$33.56	\$33.56	\$33.89

Parts Department

	2016		2017		2018	
Certified Parts Trades (categories)	#1	#2	#1	#2	#1	#2
Chargehand*	\$42.62	\$39.65	\$42.62	\$39.65	\$43.05	\$40.05
Leadhand	\$40.69	\$37.83	\$40.69	\$37.83	\$41.10	\$38.21
Journey person	\$38.72	\$36.04	\$38.72	\$36.04	\$39.11	\$36.40
Probationary	\$34.53	\$31.84	\$34.53	\$31.84	\$34.87	\$32.16
Parts Apprentice						
3rd Year	\$32.91		\$32.91		\$33.24	
2nd Year	\$29.05		\$29.05		\$29.34	
1st Year	\$25.18		\$25.18		\$25.43	
Materials Supply Assistant(categories)	#2	#3	#2	#3	#2	#3
Leadhand	\$32.39	\$30.89	\$32.39	\$30.89	\$32.71	\$31.20
Warehouse person	\$30.85	\$29.42	\$30.85	\$29.42	\$31.16	\$29.71
19-24 Months	\$29.04	\$27.71	\$29.04	\$27.71	\$29.33	\$27.99
13-18 Months	\$27.28	\$25.94	\$27.28	\$25.94	\$27.56	\$26.20
0-12 Months	\$25.47	\$24.24	\$25.47	\$24.24	\$25.72	\$24.48
The "*" positions include Employees hired prior to May 1, 2002 and are grandfathered at the rate for the position. It is not intended to use these categories after this date.						
Parts Department Categories:						
1. Instore / Counter sales, Service Supply Clerk 1.						
2. Warehouse person (includes used parts warehouse, can perform all parts functions except those in category #1). (Note: Category 2 Journey person will only include those grandfathered Employees and temporary apprentice graduates).						
3. Parts Picker/Stockier.						
Used Parts Department Categories:						
1. Instore/Counter Sales.						
2. Used Parts Warehouse						

Customer Support Centre

	2016	2017	2018
Partsperson			
Leadhand	\$43.36	\$43.36	\$43.79
Journeyperson	\$41.36	\$41.36	\$41.77
Probationary	\$36.90	\$36.90	\$37.27

Skilled / Semi Skilled

	2016	2017	2018
Category A: Painter, Heavy Truck Driver (Over 3 Ton), Track Press Operator, Auto-Welding Machine Operator			
Leadhand	\$38.00	\$38.00	\$38.38
Class A	\$36.20	\$36.20	\$36.56
Class B	\$34.83	\$34.83	\$35.18
Probationary	\$33.57	\$33.57	\$33.91
Category B: Hydraulic Hose Press Operator, Yardperson, Tool Room Attendant, Shipper/Receiver (Service Dept.)			
Leadhand	\$37.32	\$37.32	\$37.69
Class A	\$35.54	\$35.54	\$35.90
Class B	\$34.20	\$34.20	\$34.54
Probationary	\$32.96	\$32.96	\$33.29
Category C: Washbay Attendant			
Class A	\$30.00	\$30.00	\$30.30
Class B	\$28.81	\$28.81	\$29.10

Skilled / Semi Skilled

	2016	2017	2018
Category D: Labourer, Janitor			
Class A	\$25.05	\$25.05	\$25.30
Class B	\$23.74	\$23.74	\$23.97
Probationary	\$22.41	\$22.41	\$22.64
Oil Lab			
Chargehand*	\$39.12	\$39.12	\$39.51
Leadhand	\$37.32	\$37.32	\$37.69
Interpreter	\$37.82	\$37.82	\$38.20
Lab Technician – Certified	\$35.54	\$35.54	\$35.90
Probationary: Lab Technician Certified	\$32.55	\$32.55	\$32.87
Lab Technician – Uncertified	\$32.55	\$32.55	\$32.87
Probationary: Lab Technician Uncertified	\$29.29	\$29.29	\$29.59
Benchhand CRC			
Benchhand **	\$35.15	\$35.15	\$35.50
Field Lubrication Serviceperson***			
Field Lubrication Serviceperson – Non-Ticketed	\$38.37	\$38.37	\$38.75
Probationary: Field Lubrication Serviceperson – Non-Ticketed	\$35.61	\$35.61	\$35.97
<p>“**” These positions include Employees hired prior to May 1, 2002 and are grandfathered at the rate for the position. It is not intended to use these categories after this date.</p> <p>“***” These positions include Employees hired prior to May 1, 1990. It is not intended to use this category after this date.</p> <p>“****” It is agreed that these positions are not to replace or displace any mechanical position in the bargaining unit. It is agreed that this position will not to be used within Power Systems.</p>			

Grande Prairie and Peace River Certified Trades Service Department

RWA included for information purposes only	2016	5% RWA	2017	5% RWA	2018	5% RWA
Field Serviceperson						
Resident	\$51.37	\$53.94	\$51.37	\$53.94	\$51.89	\$54.48
Leadhand	\$49.04	\$51.49	\$49.04	\$51.49	\$49.53	\$52.01
Journeyman: Welder, Power Generation Electrician, Millwright, Machinist, Heavy Equipment Technician (HET)	\$46.71	\$49.04	\$46.71	\$49.04	\$47.17	\$49.53
Journeyman: Heavy Duty Equipment Mechanic (Off-Road), Journeyman Truck & Transport Mechanic (On-Hwy, Power Systems only), Power Generation Electrician (EGS Technician / Motor Rewind Technician)	\$45.20	\$47.46	\$45.20	\$47.46	\$45.65	\$47.93
Probationary	\$45.05	\$47.30	\$45.05	\$47.30	\$45.50	\$47.78
Shop Servicepersons						
Machinist						
Leadhand	\$46.55	\$48.88	\$46.55	\$48.88	\$47.02	\$49.37
Journeyman	\$44.31	\$46.52	\$44.31	\$46.52	\$44.75	\$46.99
Probationary	\$42.80	\$44.94	\$42.80	\$44.94	\$43.22	\$45.39
Journeyman						
Chargehand*	\$48.25	\$50.66	\$48.25	\$50.66	\$48.73	\$51.16
Leadhand	\$46.10	\$48.40	\$46.10	\$48.40	\$46.56	\$48.89

***Grande Prairie and Peace River Certified Trades Service
Department***

RWA included for information purposes only	2016	5% RWA	2017	5% RWA	2018	5% RWA
Journeyman: Heavy Equipment Technician (HET), Welder, Warranty Technician, Power Generation Electrician, Estimator, Millwright, Gas Compression Technician (With HET)	\$43.91	\$46.11	\$43.91	\$46.11	\$44.35	\$46.57
Journeyman: Heavy Duty Equipment Mechanic (Off- Road), Journeyman Truck and Transport Mechanic (On- Hwy, Power Systems Only), Gas Compression Technician (Automotive / Millwright), Power Generation Electrician (EGS Technician / Motor Rewind Technician)	\$42.64	\$44.77	\$42.64	\$44.77	\$43.07	\$45.22
Probationary	\$41.74	\$43.83	\$41.74	\$43.83	\$42.16	\$44.26
Apprentice: Power Generation Electrician, Millwright, Machinist						
4th Year	\$39.53	\$41.51	\$39.53	\$41.51	\$39.93	\$41.92
3rd Year	\$35.15	\$36.91	\$35.15	\$36.91	\$35.50	\$37.28
2nd Year	\$30.76	\$32.30	\$30.76	\$32.30	\$31.07	\$32.62
1st Year	\$26.35	\$27.67	\$26.35	\$27.67	\$26.62	\$27.95

**Grande Prairie and Peace River Certified Trades Service
Department**

RWA included for information purposes only	2016	5% RWA	2017	5% RWA	2018	5% RWA
Apprentice: Heavy Equipment Technician (HET)						
4th Year: Journeyperson Heavy Duty Equipment Mechanic (Off-Road) or Journeyperson Truck and Transport Mechanic (On- Hwy, Power Systems Only), Registered in 4 year (HET) program)	\$42.64	\$44.77	\$42.64	\$44.77	\$43.07	\$45.22
3rd Year	\$35.15	\$36.91	\$35.15	\$36.91	\$35.50	\$37.28
2nd Year	\$30.76	\$32.30	\$30.76	\$32.30	\$31.07	\$32.62
1st Year	\$26.35	\$27.67	\$26.35	\$27.67	\$26.62	\$27.95
Apprentice Welder						
3rd Year	\$39/53	\$41.51	\$39.53	\$41.51	\$39.93	\$41.92
2nd Year	\$32.94	\$34.58	\$32.94	\$34.58	\$33.27	\$34.93
1st Year	\$28.56	\$29.99	\$28.56	\$29.99	\$28.84	\$30.28
Electronic Repair Technician:						
Class A	\$36.79	\$38.63	\$36.79	\$38.63	\$37.16	\$39.01
Class B	\$30.92	\$32.46	\$30.92	\$32.46	\$31.23	\$32.79

***Grande Prairie and Peace River Certified Trades Service
Department***

RWA included for information purposes only	2016	5% RWA	2017	5% RWA	2018	5% RWA
Maintenance Person – Licensed						
Leadhand	\$44.49	\$46.72	\$47.78	\$50.16	\$44.94	\$47.18
Journeyman	\$42.38	\$44.49	\$45.50	\$47.78	\$42.80	\$44.94
Probationary	\$39.60	\$41.58	\$42.52	\$44.65	\$40.00	\$42.00
Maintenance Person – Unlicensed						
Class A	\$35.89	\$37.68	\$35.89	\$37.68	\$36.25	\$38.06
Probationary	\$33.56	\$35.23	\$33.56	\$35.23	\$33.89	\$35.59

Grande Prairie and Peace River Parts Department

<i>RWA included for information purposes only</i>	2016		5% RWA		2017		5% RWA		2018		5% RWA	
Certified Parts Trades (categories)	#1	#2	#1	#2	#1	#2	#1	#2	#1	#2	#1	#2
Chargehand*	\$42.62	\$39.65	\$44.75	\$41.63	\$42.62	\$39.65	\$44.75	\$41.63	\$43.05	\$40.05	\$45.20	\$42.05
Leadhand	\$40.69	\$37.83	\$42.72	\$39.72	\$40.69	\$37.83	\$42.72	\$39.72	\$41.10	\$38.21	\$43.15	\$40.12
Journeyperson	\$38.72	\$36.04	\$40.66	\$37.85	\$38.72	\$36.04	\$40.66	\$37.85	\$39.11	\$36.40	\$41.06	\$38.23
Probationary	\$34.53	\$31.84	\$36.25	\$33.43	\$34.53	\$31.84	\$36.25	\$33.43	\$34.87	\$32.16	\$36.61	\$33.77
Parts Apprentice												
3rd Year	\$32.91		\$34.55		\$32.91		\$34.55		\$33.24		\$34.90	
2nd Year	\$29.05		\$30.50		\$29.05		\$30.50		\$29.34		\$30.80	
1st Year	\$25.18		\$26.44		\$25.18		\$26.44		\$25.43		\$26.70	

Grande Prairie and Peace River Parts Department

RWA included for information purposes only	2016		5% RWA		2017		5% RWA		2018		5% RWA	
Materials Supply Assistant (categories)	#2	#3	#2	#3	#2	#3	#2	#3	#2	#3	#2	#3
Leadhand	\$32.39	\$30.89	\$34.01	\$32.43	\$32.39	\$30.89	\$34.01	\$32.43	\$32.71	\$31.20	\$34.35	\$32.76
Warehouseperson	\$30.85	\$29.42	\$32.39	\$30.89	\$30.85	\$29.42	\$32.39	\$30.89	\$31.16	\$29.71	\$32.72	\$31.20
19-24 Months	\$29.04	\$27.71	\$30.49	\$29.10	\$29.04	\$27.71	\$30.49	\$29.10	\$29.33	\$27.99	\$30.79	\$29.39
13-18 Months	\$27.28	\$25.94	\$28.65	\$27.24	\$27.28	\$25.94	\$28.65	\$27.24	\$27.56	\$26.20	\$28.93	\$27.51
0-12 Months	\$25.47	\$24.24	\$26.74	\$25.45	\$25.47	\$24.24	\$26.74	\$25.45	\$25.72	\$24.48	\$27.01	\$25.70
The "*" positions include Employees hired prior to May 1, 2002 and are grandfathered at the rate for the position. It is not intended to use these categories after this date.												
Parts Department Categories:												
1. Instore / Counter sales, Service Supply Clerk 1.												
2. Warehouse person (includes used parts warehouse, can perform all parts functions except those in category#1). (Note: Category 2 Journeyperson will only include those grandfathered Employees and temporary apprentice graduates).												
3. PartsPicker/Stocker.												
Used Parts Department Categories:												
1. Instore/CounterSales.												
2. Used Parts Warehouse												

Grande Prairie and Peace River Skilled / Semi Skilled

RWA included for information purposes only	2016	5% RWA	2017	5% RWA	2018	5% RWA
Category A: Painter, Heavy Truck Driver (Over 3 Ton), Track Press Operator, Auto- Welding Machine Operator						
Leadhand	\$38.00	\$39.90	\$38.00	\$39.90	\$38.38	\$40.30
Class A	\$36.20	\$38.01	\$36.20	\$38.01	\$36.56	\$38.39
Class B	\$34.83	\$36.57	\$34.83	\$36.57	\$35.18	\$36.94
Probationary	\$33.57	\$35.25	\$33.57	\$35.25	\$33.91	\$35.61
Category B: Hydraulic Hose Press Operator, Yardperson, Tool Room Attendant, Shipper/Receiver (Service Dept.)						
Leadhand	\$37.32	\$39.18	\$37.32	\$39.18	\$37.69	\$39.58
Class A	\$35.54	\$37.32	\$35.54	\$37.32	\$35.90	\$37.70
Class B	\$34.20	\$35.91	\$34.20	\$35.91	\$34.54	\$36.27
Probationary	\$32.96	\$34.61	\$32.96	\$34.61	\$33.29	\$34.95
Category C: Washbay Attendant						
Class A	\$30.00	\$31.50	\$30.00	\$31.50	\$30.30	\$31.81
Class B	\$28.81	\$30.25	\$28.81	\$30.25	\$29.10	\$30.56
Probationary	\$27.38	\$28.75	\$27.38	\$28.75	\$27.66	\$29.04

Grande Prairie and Peace River Skilled / Semi Skilled

RWA included for information purposes only	2016	5% RWA	2017	5% RWA	2018	5% RWA
Category D: Labourer, Janitor						
Class A	\$25.05	\$26.30	\$25.05	\$26.30	\$25.30	\$26.56
Class B	\$23.74	\$24.92	\$23.74	\$24.92	\$23.97	\$25.17
Probationary	\$22.41	\$23.53	\$22.41	\$23.53	\$22.64	\$23.77
Benchhand CRC						
Benchhand**	\$35.15	\$36.91	\$35.15	\$36.91	\$35.50	\$37.28
Field Lubrication Serviceperson***						
Field Lubrication Serviceperson – Non-Ticketed	\$38.37	\$40.29	\$38.37	\$40.29	\$38.75	\$40.69
Probationary: Field Lubrication Serviceperson – Non-Ticketed	\$35.61	\$37.39	\$35.61	\$37.39	\$35.97	\$37.77

NWT Certified Trades Service Department

RWA included for information purposes only	2016	12% RWA	2017	12% RWA	2018	12% RWA
<u>Field Serviceperson</u>						
Resident	\$51.37	\$57.53	\$51.37	\$57.53	\$51.89	\$58.12
Leadhand	\$48.97	\$54.85	\$48.97	\$54.85	\$49.46	\$55.40
Journeyman: Welder, Power Generation Electrician, Millwright, Machinist, Heavy Equipment Technician (HET)	\$46.71	\$52.32	\$46.71	\$52.32	\$47.17	\$52.83
Journeyman: Heavy Duty Equipment Mechanic (Off-Road), Journeyman Truck & Transport Mechanic (On-Hwy, Power Systems only), Power Generation Electrician (EGS Technician / Motor Rewind Technician)	\$45.20	\$50.62	\$45.20	\$50.62	\$45.65	\$51.13
Probationary	\$45.05	\$50.46	\$45.05	\$50.46	\$45.50	\$50.96
<u>Shop Servicepersons</u>						
Machinist						
Leadhand	\$46.55	\$52.14	\$46.55	\$52.14	\$47.02	\$52.66
Journeyman	\$44.31	\$49.63	\$44.31	\$49.63	\$44.75	\$50.12
Probationary	\$42.80	\$47.94	\$42.80	\$47.94	\$43.22	\$48.41
Journeyman						
Chargehand*	\$48.25	\$54.04	\$48.25	\$54.04	\$48.73	\$54.58
Leadhand	\$46.10	\$51.63	\$46.10	\$51.63	\$46.56	\$52.15

NWT Certified Trades Service Department

RWA included for information purposes only	2016	12% RWA	2017	12% RWA	2018	12% RWA
Journeyman: Heavy Equipment Technician (HET), Welder, Warranty Technician, Power Generation Electrician, Estimator, Millwright, Gas Compression Technician (With HET)	\$43.91	\$49.18	\$43.91	\$49.18	\$44.35	\$49.67
Journeyman: Heavy Duty Equipment Mechanic (Off-Road), Journeyman Truck and Transport Mechanic (On-Hwy, Power Systems Only), Gas Compression Technician (Automotive/ Millwright), Power Generation Electrician (EGS Technician / Motor Rewind Technician)	\$42.64	\$47.76	\$42.64	\$47.76	\$43.07	\$48.24
Probationary	\$41.74	\$46.75	\$41.74	\$46.75	\$42.16	\$47.22
Apprentice: Power Generation Electrician, Millwright, Machinist						
4th Year	\$39.53	\$44.27	\$39.53	\$44.27	\$39.93	\$44.72
3rd Year	\$35.15	\$39.37	\$35.15	\$39.37	\$35.50	\$39.76
2nd Year	\$30.76	\$34.45	\$30.76	\$34.45	\$31.07	\$34.80
1st Year	\$26.35	\$29.51	\$26.35	\$29.51	\$26.62	\$29.81

NWT Certified Trades Service Department

RWA included for information purposes only	2016	12% RWA	2017	12% RWA	2018	12% RWA
Apprentice: Heavy Equipment Technician (HET)						
4th Year: Journeyperson Heavy Duty Equipment Mechanic (Off-Road) or Journeyperson Truck and Transport Mechanic (On- Hwy, PowerSystems Only), Registered in 4 year (HET)program)	\$42.64	\$47.76	\$42.64	\$47.76	\$43.07	\$48.24
3rd Year	\$35.15	\$39.37	\$35.15	\$39.37	\$35.50	\$39.76
2nd Year	\$30.76	\$34.45	\$30.76	\$34.45	\$31.07	\$34.80
1st Year	\$26.35	\$29.51	\$26.35	\$29.51	\$26.62	\$29.81
Apprentice Welder						
3rd Year	\$37.34	\$41.82	\$37.34	\$41.82	\$37.71	\$42.24
2nd Year	\$32.94	\$36.89	\$32.94	\$36.89	\$33.27	\$37.26
1st Year	\$28.56	\$31.99	\$28.56	\$31.99	\$28.84	\$32.30
Electronic Repair Technician:						
Class A	\$36.79	\$41.20	\$36.79	\$41.20	\$37.16	\$41.62
Class B	\$30.92	\$34.63	\$30.92	\$34.63	\$31.23	\$34.98

NWT Maintenance Department

RWA included for information purposes only	2016	12% RWA	2017	12% RWA	2018	12% RWA
Maintenance Person – Licensed						
Leadhand	\$47.78	\$53.51	\$47.78	\$53.51	\$48.26	\$54.05
Journeyman	\$45.50	\$50.96	\$45.50	\$50.96	\$45.96	\$51.47
Probationary	\$42.52	\$47.62	\$42.52	\$47.62	\$42.95	\$48.10
Maintenance Person – Unlicensed						
Class A	\$35.89	\$40.20	\$35.89	\$40.20	\$36.25	\$40.60
Probationary	\$33.56	\$37.59	\$33.56	\$37.59	\$33.89	\$37.96

NWT Parts Department

<i>RWA included for information purposes only</i>	2016		5% RWA		2017		5% RWA		2018		5% RWA	
Certified Parts Trade (categories)	#1	#2	#1	#2	#1	#2	#1	#2	#1	#2	#1	#2
Chargehand*	\$42.62	\$39.65	\$47.73	\$44.41	\$42.62	\$39.65	\$47.73	\$44.41	\$43.05	\$40.05	\$48.22	\$44.86
Leadhand	\$40.69	\$37.83	\$45.57	\$42.37	\$40.69	\$37.83	\$45.57	\$42.37	\$41.10	\$38.21	\$46.03	\$42.80
Journeyman	\$38.72	\$36.04	\$43.37	\$40.36	\$38.72	\$36.04	\$43.37	\$40.36	\$39.11	\$36.40	\$43.80	\$40.77
Probationary	\$34.53	\$31.84	\$38.67	\$35.66	\$34.53	\$31.84	\$38.67	\$35.66	\$34.87	\$32.16	\$39.05	\$36.02
Parts Apprentice												
3rd Year	\$32.91		\$36.86		\$32.91		\$36.86		\$33.24		\$37.23	
2nd Year	\$29.05		\$32.54		\$29.05		\$32.54		\$29.34		\$32.86	
1st Year	\$25.18		\$28.20		\$25.18		\$28.20		\$25.43		\$28.48	

NWT Parts Department

<i>RWA included for information purposes only</i>	2016		5% RWA		2017		5% RWA		2018		5% RWA	
Material Supply Assistant (categories)	#2	#3	#2	#3	#2	#3	#2	#3	#2	#3	#2	#3
Leadhand	\$32.39	\$30.89	\$36.28	\$34.60	\$32.39	\$30.89	\$36.28	\$34.60	\$32.71	\$31.20	\$36.64	\$34.94
Warehouseperson	\$30.85	\$29.42	\$34.55	\$32.95	\$30.85	\$29.42	\$34.55	\$32.95	\$31.16	\$29.71	\$34.90	\$33.28
19-24 Months	\$29.04	\$27.71	\$32.52	\$31.04	\$29.04	\$27.71	\$32.52	\$31.04	\$29.33	\$27.99	\$32.85	\$31.35
13-18 Months	\$27.28	\$25.94	\$30.55	\$29.05	\$27.28	\$25.94	\$30.55	\$29.05	\$27.56	\$26.20	\$30.87	\$29.34
0-12 Months	\$25.47	\$24.24	\$28.53	\$27.15	\$25.47	\$24.24	\$28.53	\$27.15	\$25.72	\$24.48	\$28.81	\$27.42
The "*" positions include Employees hired prior to May 1, 2002 and are grandfathered at the rate for the position. It is not intended to use these categories after this date.												
Parts Department Categories:												
1. Instore / Counter sales, Service Supply Clerk 1.												
2. Warehouse person (includes used parts warehouse, can perform all parts functions except those in category#1). (Note: Category 2 Journeyperson will only include those grandfathered Employees and temporary apprentice graduates).												
3. PartsPicker/Stocker.												
Used Parts Department Categories:												
1. Instore/CounterSales.												
2. Used PartsWarehouse												

NWT Skilled / Semi Skilled:

<i>RWA included for information purposes only</i>	2016	12% RWA	2017	12% RWA	2018	12% RWA
Category A: Painter, Heavy Truck Driver (Over 3 Ton), Track Press Operator, Auto- Welding Machine Operator						
Leadhand	\$38.00	\$42.56	\$38.00	\$42.56	\$38.38	\$42.99
Class A	\$36.20	\$40.54	\$36.20	\$40.54	\$36.56	\$40.95
Class B	\$34.83	\$39.01	\$34.83	\$39.01	\$35.18	\$39.40
Probationary	\$33.57	\$37.60	\$33.57	\$37.60	\$33.91	\$37.98
Category B: Hydraulic Hose Press Operator, Yardperson, Tool Room Attendant, Shipper/Receiver (Service Dept.)						
Leadhand	\$37.32	\$41.80	\$37.32	\$41.80	\$37.69	\$42.21
Class A	\$35.54	\$39.80	\$35.54	\$39.80	\$35.90	\$40.21
Class B	\$34.20	\$38.30	\$34.20	\$38.30	\$34.54	\$38.68
Probationary	\$32.96	\$36.92	\$32.96	\$36.92	\$33.29	\$37.28
Category C: Washbay Attendant						
Class A	\$30.00	\$33.60	\$30.00	\$33.60	\$30.30	\$33.94
Class B	\$28.81	\$32.27	\$28.81	\$32.27	\$29.10	\$32.59
Probationary	\$27.38	\$30.67	\$27.38	\$30.67	\$27.66	\$30.98

NWT Skilled / Semi Skilled:

<i>RWA included for information purposes only</i>	2016	12% RWA	2017	12% RWA	2018	12% RWA
Category D: Labourer, Janitor						
Class A	\$25.05	\$28.06	\$25.05	\$28.06	\$25.30	\$28.34
Class B	\$23.74	\$26.59	\$23.74	\$26.59	\$23.97	\$26.85
Probationary	\$22.41	\$25.10	\$22.41	\$25.10	\$22.64	\$25.36
Benchhand CRC						
Benchhand**	\$35.15	\$39.37	\$35.15	\$39.37	\$35.50	\$39.76
Field Lubrication Serviceperson***						
Field Lubrication Serviceperson – Non-Ticketed	\$38.37	\$42.97	\$38.37	\$42.97	\$38.75	\$43.40
Probationary: Field Lubrication Serviceperson – Non-Ticketed	\$35.61	\$39.88	\$35.61	\$39.88	\$35.97	\$40.29

Oil Sands Certified Trades Service Department

<i>RWA included for information purposes only</i>	2016	12% RWA	2017	12% RWA	2018	12% RWA
Field Serviceperson*						
Leadhand	\$56.81	\$63.63	\$56.81	\$63.63	\$57.38	\$64.26
Journey person: Welder, Power Generation Electrician, Millwright, Machinist, Heavy Equipment Technician (HET)	\$54.17	\$60.68	\$54.17	\$60.68	\$54.72	\$61.28
Journey person: Heavy Duty Equipment Mechanic (Off Road), Truck and Transport Mechanic (On-Hwy, Power Systems Only), Power Generation Electrician (EGS Technician / Motor Rewind Technician)	\$52.86	\$59.20	\$52.86	\$59.20	\$53.39	\$59.80
Probationary	\$52.86	\$59.20	\$52.86	\$59.20	\$53.39	\$59.80
Apprentice: Heavy Equipment Technician (HET)						
4th Year [Journey person: Heavy Duty Equipment Mechanic (Off-Road) or Journey person: Truck and Transport Mechanic (On- Hwy, Power Systems Only), registered in 4-year HET program)]	\$52.86	\$59.20	\$52.86	\$59.20	\$53.39	\$59.80
3rd Year	\$43.34	\$48.54	\$43.34	\$48.54	\$43.77	\$49.02
2nd year	\$37.93	\$42.48	\$37.93	\$42.48	\$38.31	\$42.90
1st year	\$32.51	\$36.41	\$32.51	\$36.41	\$32.83	\$36.77

Oil Sands Certified Trades Service Department

<i>RWA included for information purposes only</i>	2016	12% RWA	2017	12% RWA	2018	12% RWA
<u>Shop Serviceperson</u>						
Machinist, Non Destructive Testing (NDT) Technician						
Leadhand	\$52.34	\$58.62	\$52.34	\$58.62	\$52.87	\$59.21
Journeyman	\$49.86	\$55.85	\$49.86	\$55.85	\$50.36	\$56.40
Probationary	\$48.16	\$53.94	\$48.16	\$53.94	\$48.64	\$54.48
Journeyman						
Chargehand**	\$54.38	\$60.91	\$54.38	\$60.91	\$54.92	\$61.51
Leadhand	\$51.92	\$58.15	\$51.92	\$58.15	\$52.44	\$58.73
Journeyman: Heavy Equipment Technician (HET), Welder, Warranty Technician, Power Generation Electrician, Estimator, Millwright, Gas Compression Technician (With HET)	49.42	55.35	49.42	55.35	49.92	55.91
Journeyman: Heavy Duty Equipment Mechanic (Off-Road), Journeyman: Truck and Transport Mechanic (On- Hwy, Power Systems Only), Gas Compression Technician (Automotive / Millwright), Power Generation Electrician (EGS Technician / Motor Rewind Technician)	\$48.16	53.94	48.16	53.94	48.64	54.48
Probationary	\$47.22	\$52.88	\$47.22	52.88	47.69	53.41

Oil Sands Certified Trades Service Department

<i>RWA included for information purposes only</i>	2016	12% RWA	2017	12% RWA	2018	12% RWA
Apprentice: Heavy Equipment Technician (HET)						
4th Year [Journeyman: Heavy Duty Equipment Mechanic (Off-Road) or Journeyman: Truck and Transport Mechanic (On- Hwy, Power Systems Only), registered in 4 year HET program)]	\$48.16	\$53.94	\$48.16	\$53.94	\$48.64	\$54.48
3rd Year	\$39.56	\$44.31	\$39.56	\$44.31	\$39.96	\$44.75
2nd Year	\$34.59	\$38.75	\$34.59	\$38.75	\$34.94	\$39.13
1st Year	\$29.66	\$33.22	\$29.66	\$33.22	\$29.96	\$33.56
Apprentice: Power Generation Electrician, Millwright, Machinist						
4th Year	\$44.49	\$49.83	\$44.49	\$49.83	\$44.94	\$50.33
3rd Year	\$39.56	\$44.31	\$39.56	\$44.31	\$39.96	\$44.75
2nd Year	\$34.59	\$38.75	\$34.59	\$38.75	\$34.94	\$39.13
1st Year	\$29.66	\$33.22	\$29.66	\$33.22	\$29.96	\$33.56
Apprentice Welder						
3rd Year	\$42.02	\$47.07	\$42.02	\$47.07	\$42.44	\$47.54
2nd Year	\$37.08	\$41.53	\$37.08	\$41.53	\$37.45	\$41.95
1st Year	\$32.13	\$35.99	\$32.13	\$35.99	\$32.46	\$36.35

Oil Sands Certified Trades Service Department

<i>RWA included for information purposes only</i>	2016	12% RWA	2017	12% RWA	2018	12% RWA
Maintenance Person– Licensed						
Leadhand	\$53.77	\$60.23	\$53.77	\$60.23	\$54.31	\$60.83
Journeyman	\$51.21	\$57.36	\$51.21	\$57.36	\$51.73	\$57.93
Probationary	\$49.33	\$55.25	\$49.33	\$55.25	\$49.83	\$55.81
Maintenance Person– Unlicensed						
Class A	\$40.40	\$45.24	\$40.40	\$45.24	\$40.80	\$45.70
Probationary	\$37.77	\$42.30	\$37.77	\$42.30	\$38.15	\$42.72
*Oilsands Field Serviceperson working on a customer site but not working in a Field Truck will not be eligible for Field Premium.						
*** These positions include Employees hired prior to May 1, 2002 and are grandfathered at the rate for the position. It is not intended to use these categories after this date.						

Oil Sands Parts Dept. Trades

<i>RWA included for information purposes only</i>	2016		12% RWA		2017		12% RWA		2018		12% RWA	
Field Department												
Certified Parts Trades (categories)	#1	#2	#1	#2	#1	#2	#1	#2	#1	#2	#1	#2
Leadhand	\$48.47	\$45.16	\$54.29	\$50.58	\$48.47	\$45.16	\$54.29	\$50.58	\$48.96	\$45.61	\$54.83	\$51.08
Journeyperson	\$46.16	\$42.98	\$51.70	\$48.14	\$46.16	\$42.98	\$51.70	\$48.14	\$46.62	\$43.41	\$52.21	\$48.62
Probationary	\$41.15	\$37.99	\$46.09	\$42.55	\$41.15	\$37.99	\$46.09	\$42.55	\$41.56	\$38.37	\$46.55	\$42.98
Parts Apprentice												
3rd Year	\$39.25		\$43.96		\$39.25		\$43.96		\$39.64		\$44.40	
2nd Year	\$34.62		\$38.78		\$34.62		\$38.78		\$34.97		\$39.17	
1st Year	\$30.01		\$33.61		\$30.01		\$33.61		\$30.31		\$33.94	

Oil Sands Parts Dept. Trades

<i>RWA included for information purposes only</i>	2016		12% RWA		2017		12% RWA		2018		12% RWA	
Materials Supply Assistant (categories) (ALBIAN SITE ONLY)	#2	#3	#2	#3	#2	#3	#2	#3	#2	#3	#2	#3
Warehouseperson	\$36.75	\$35.05	\$41.16	\$39.26	\$36.75	\$35.05	\$41.16	\$39.26	\$37.12	\$35.41	\$41.57	\$39.65
19-24 Months	\$34.63	\$33.01	\$38.79	\$36.97	\$34.63	\$33.01	\$38.79	\$36.97	\$34.98	\$33.34	\$39.18	\$37.34
13-18 Months	\$32.51	\$30.98	\$36.41	\$34.70	\$32.51	\$30.98	\$36.41	\$34.70	\$32.83	\$31.29	\$36.77	\$35.04
0-12 Months	\$30.40	\$29.23	\$34.05	\$32.74	\$30.40	\$29.23	\$34.05	\$32.74	\$30.70	\$29.53	\$34.39	\$33.07
Shop Department												
Certified Parts Trades (categories)	#1	#2	#1	#2	#1	#2	#1	#2	#1	#2	#1	#2
Leadhand	\$45.72	\$42.58	\$51.20	\$47.69	\$45.72	\$42.58	\$51.20	\$47.69	\$46.17	\$43.01	\$51.72	\$48.17
Journeyman	\$43.55	\$40.55	\$48.78	\$45.42	\$43.55	\$40.55	\$48.78	\$45.42	\$43.99	\$40.96	\$49.27	\$45.87
Probationary	\$41.99	\$38.93	\$47.03	\$43.60	\$41.99	\$38.93	\$47.03	\$43.60	\$42.41	\$39.31	\$47.50	\$44.03
Parts Apprentice												
3rd Year	\$37.02		\$41.47		\$37.02		\$41.47		\$37.39		\$41.88	
2nd Year	\$32.66		\$36.58		\$32.66		\$36.58		\$32.99		\$36.95	
1st Year	\$28.31		\$31.71		\$28.31		\$31.71		\$28.60		\$32.03	

Oil Sands Parts Dept. Trades

<i>RWA included for information purposes only</i>	2016		12% RWA		2017		12% RWA		2018		12% RWA	
Materials Supply Assistant (categories)	#2	#3	#2	#3	#2	#3	#2	#3	#2	#3	#2	#3
Leadhand	\$36.42	\$34.74	\$40.79	\$38.91	\$36.42	\$34.74	\$40.79	\$38.91	\$36.78	\$35.09	\$41.19	\$39.30
Warehouseperson	\$34.68	\$33.09	\$38.84	\$37.07	\$34.68	\$33.09	\$38.84	\$37.07	\$35.03	\$33.43	\$39.23	\$37.44
19-24 Months	\$32.68	\$31.13	\$36.60	\$34.87	\$32.68	\$31.13	\$36.60	\$34.87	\$33.01	\$31.45	\$36.97	\$35.22
13-18 Months	\$30.67	\$29.21	\$34.35	\$32.72	\$30.67	\$29.21	\$34.35	\$32.72	\$30.98	\$29.51	\$34.70	\$33.05
0-12 Months	\$28.67	\$27.29	\$32.12	\$30.57	\$28.67	\$27.29	\$32.12	\$30.57	\$28.96	\$27.57	\$32.44	\$30.87
The "*" positions include Employees hired prior to May 1, 2002 and are grandfathered at the rate for the position. It is not intended to use these categories after this date.												
Parts Department Categories:												
1. Instore / Counter sales, Service Supply Clerk 1.												
2. Warehouse person (includes used parts warehouse, can perform all parts functions except those in category #1). (Note: Category 2 Journeyperson will only include those grandfathered Employees and temporary apprentice graduates).												
3. PartsPicker/Stocker.												
Used Parts Department Categories:												
1. Instore/CounterSales.												
2. Used PartsWarehouse												

Oil Sands Skilled / Semi Skilled

<i>RWA included for information purposes only</i>	2016	12% RWA	2017	12% RWA	2018	12% RWA
Category A: Painter, Heavy Truck Driver (Over 3 Ton), Track Press Operator, Auto-Welding Machine Operator						
Leadhand	\$42.74	\$47.87	\$42.74	\$47.87	\$43.17	\$48.34
Class A	\$40.69	\$45.57	\$40.69	\$45.57	\$41.10	\$46.03
Class B	\$39.17	\$43.87	\$39.17	\$43.87	\$39.56	\$44.31
Probationary	\$37.76	\$42.29	\$37.76	\$42.29	\$38.14	\$42.71
Category B: Hydraulic Hose Press Operator, Yardperson, Tool Room Attendant, Shipper/Receiver (Service Dept.)						
Leadhand	\$41.99	\$47.03	\$41.99	\$47.03	\$42.41	\$47.50
Class A	\$39.98	\$44.78	\$39.98	\$44.78	\$40.38	\$45.23
Class B	\$38.49	\$43.11	\$38.49	\$43.11	\$38.88	\$43.54
Probationary	\$37.07	\$41.52	\$37.07	\$41.52	\$37.44	\$41.94
Category C: Washbay Attendant						
Class A	\$33.75	\$37.80	\$33.75	\$37.80	\$34.09	\$38.18
Class B	\$32.39	\$36.28	\$32.39	\$36.28	\$32.71	\$36.64
Probationary	\$30.82	\$34.52	\$30.82	\$34.52	\$31.13	\$34.86

Oil Sands Skilled / Semi Skilled

<i>RWA included for information purposes only</i>	2016	12% RWA	2017	12% RWA	2018	12% RWA
Category D: Labourer, Janitor						
Field Labourer (Suncor Site Only)	\$29.85	\$33.43	\$29.85	\$33.43	\$30.15	\$33.77
Class A	\$28.17	\$31.55	\$28.17	\$31.55	\$28.45	\$31.86
Class B	\$26.71	\$29.91	\$26.7 1	\$29.91	\$26.97	\$30.21
Probationary	\$25.21	\$28.23	\$25.21	\$28.23	\$25.46	\$28.51
Field Lubrication Serviceperson***						
Field Lubrication Serviceperson – Non-Ticketed	\$43.13	\$48.31	\$43.13	\$48.31	\$43.56	\$48.79
Probationary: Field Lubrication Serviceperson– Non-Ticketed	\$38.82	\$43.48	\$38.82	\$43.48	\$39.21	\$43.91
<p>**** It is agreed that these positions are not to replace or displace any mechanical position in the bargaining unit. It is agreed that this position will not to be used within Power Systems.</p>						

Ekati Certified Trades Service Department

<i>RWA included for information purposes only</i>	2016	12% RWA	2017	12% RWA	2018	12% RWA
<u>Field Servicepersons</u>						
Mechanical Trades						
Leadhand	\$49.04	\$54.92	\$49.04	\$54.92	\$49.53	\$55.47
Heavy Equipment Technician (HET)	\$46.71	\$52.31	\$46.71	\$52.31	\$47.17	\$52.83
Heavy Duty Equipment Mechanic (Off-Road)	\$45.20	\$50.62	\$45.20	\$50.62	\$45.65	\$51.13
Probationary	\$45.05	\$50.46	\$45.05	\$50.46	\$45.50	\$50.96
Journeyman Welder, Power Generation Electrician						
Journeyman	\$46.71	\$52.31	\$46.71	\$52.31	\$47.17	\$52.83
Probationary	\$45.05	\$50.46	\$45.05	\$50.46	\$45.50	\$50.96
Apprentice Mechanic						
4th Year	\$45.20	\$50.62	\$45.20	\$50.62	\$45.65	\$51.13
3rd Year	\$37.37	\$41.85	\$37.37	\$41.85	\$37.74	\$42.27
2nd Year	\$32.69	\$36.62	\$32.69	\$36.62	\$33.02	\$36.98
1st Year	\$28.03	\$31.39	\$28.03	\$31.39	\$28.31	\$31.71
Apprentice Welder						
3rd Year	\$39.71	\$44.47	\$39.71	\$44.47	\$40.11	\$44.92
2nd Year	\$35.04	\$39.24	\$35.04	\$39.24	\$35.39	\$39.63
1st Year	\$30.37	\$34.01	\$30.37	\$34.01	\$30.67	\$34.35
Tool Room Attendant						
Class A	\$37.66	\$42.18	\$37.66	\$42.18	\$38.04	\$42.60

Ekati Parts Department

<i>RWA included for information purposes only</i>	2016	12% RWA	2017	12% RWA	2018	12% RWA
Journeyperson	#1	#1	#1	#1	#1	#1
Leadhand	\$43.13	\$48.31	\$43.13	\$48.31	\$43.56	\$48.79
Journeyperson A	\$41.03	\$45.96	\$41.03	\$45.96	\$41.44	\$46.42
Journeyperson B	\$39.56	\$44.31	\$39.56	\$44.31	\$39.96	\$44.75
Probationary	\$36.59	\$40.98	\$36.59	\$40.98	\$36.96	\$41.39
Parts Apprentice						
3rd Year	\$34.84	\$39.02	\$34.84	\$39.02	\$35.19	\$39.41
2nd Year	\$30.78	\$34.48	\$30.78	\$34.48	\$31.09	\$34.82
1st Year	\$26.69	\$29.89	\$26.69	\$29.89	\$26.95	\$30.19
Material Supply Assistant						
Warehouseperson #2	\$32.70	\$36.62	\$32.70	\$36.62	\$33.02	\$36.99
19-24 months	\$30.78	\$34.47	\$30.78	\$34.47	\$31.09	\$34.82
13-18 months	\$28.93	\$32.40	\$28.93	\$32.40	\$29.22	\$32.72
12 months	\$27.00	\$30.24	\$27.00	\$30.24	\$27.27	\$30.55

SCHEDULE "B"

LAYOFF AND TRANSFER CLASSIFICATIONS

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

Transfers between a Facility within a branch when there is a shortage of work or a short-term increase in workload; 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 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 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 layoff in that classification. If less than ninety (90) days the previously held position will be used. This would include posted positions where applicable.

SERVICE DEPARTMENT LAYOFF CLASSIFICATIONS	
A.	Apprentice Heavy Equipment Technician
B.	Auto Weld Machine Operator, Track Press Operator
C.	G/F Chargehand*, Field Serviceperson****, Journeyperson Heavy Equipment Technician (HET), Journeyperson Heavy Duty Equipment Mechanic (Off Road), Journeyperson Truck and Transport Mechanic (On Hwy), Warranty Technician, Estimator
D.	Lab Technician (Uncertified)
E.	Lab Technician and Interpreter (Certified)
F.	Labourer, Janitor, Wash Bay Attendant

G.	Machinist and Machinist Apprentice
H.	Maintenance Technician Licensed
I.	Maintenance Technician Unlicensed
J.	Painter
K.	Power Generation Electrician,
L.	Resident Field Serviceperson
M.	Toolroom Attendant
N.	Power Generation Electrical Apprentice**
O.	Welder and Welder Apprentice
P.	Yardperson
Q.	Gas Compression Technician
R.	Electronics Repair Technician
S.	Non Destructive Testing Technician
T.	Millwright and Millwright Apprentice
U.	Field Lubrication Serviceperson (non-ticketed)
V.	Benchhand***

<u>CABLE SHOVELS & DRILLS LAYOFF CLASSIFICATION</u>	
CSA	Heavy Equipment Technician Apprentice
CSB	Heavy Equipment Technician
CSC	Millwright and Apprentice Millwright
CSD	Welder and Apprentice
CSE	Electrician Apprentice
CSF	Electrician
CSG	Machinist and Apprentice

<u>PARTS DEPARTMENT LAYOFF CLASSIFICATIONS</u>	
A.	*G/F Chargehand*, Parts Countersalesperson Journeyperson, Service Supply Clerk 1, Shop Parts Journeyperson, , Apprentice
B.	Hydraulic Hose Press Operator
C.	Material Supply Assistant
<u>CABLE SHOVELS & DRILLS PARTS DEPARTMENT LAYOFF CLASSIFICATION</u>	
CPA	Parts Journeyperson and Apprentice

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

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

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

"*****" For the Regional Municipality of Wood Buffalo and Edmonton regions: the classification will be split for the purposes of layoff only.

CLASSIFICATION "B"

Parts Skilled Position Transfers

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

SPECIAL PROVISIONS

SCHEDULE "C"

NWT Medical Travel Allowance:

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

Location Allowance:

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

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

SCHEDULE "D"

SUMMARY OF PREMIUMS FROM COLLECTIVE AGREEMENT OR LETTERS OF UNDERSTANDING

Afternoon Shift / Continuous Shift Night Shift Premium	\$3.50 / Hour
Tuesday – Saturday Shift Premium	\$1.75 / Hour
All hours worked on this shift and all categories except the PDC	
Weekend Shift Premium (PDC)	\$3.00 / Hour
For all hours worked on this shift	
Midnight Shift Premium (PDC, D34 and D14)	\$3.75 / Hour
<i>For all hours worked on this shift</i>	
First Aid Premium	\$0.35 / Hour
Field Premium	
<i>For field service work performed off premises</i>	\$2.25 / Hour
<i>For parts work performed off premises – parts people</i>	\$1.50 / Hour
<i>For parts work performed underground</i>	\$1.50 / Hour
<i>For Feeder/Breaker work performed by Track Press Operators (in addition to field premium) Replaces LOU 00-07 (Mildred Lake Shop Only)</i>	\$1.50 / Hour
Dual Ticket Premium	\$3.25 / Hour
<i>Where the Employer requires the Employee to hold both tickets in order to perform duties</i>	
NOTE: <i>This will be applied where the Employer requires the Employee to hold two (2) Union and Employer recognized tickets in order to perform their duties.</i>	

Continuous Shift Premium	\$3.50 / Hour
<i>For all hours worked</i>	
Leadhand Rates to apply to all Temporary Leadhand duties.	
Premiums do not attract overtime.	

General Letters of Understanding

Letter of Understanding

Reference: Benefit and Premiums

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

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

Letter of Understanding

Reference: Banked Overtime

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

Overtime hours may be paid in wages or accumulated as follows:

For time off during slow periods a maximum of one hundred and sixty (160) hours may be banked. These hours may be used in any calendar year under terms set out below.

- 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.
- b. Working for a second Employer at any time during banked time off will be construed as moonlighting and will be subject to disciplinary action or dismissal.
- c. Banked hours can only be taken at a time acceptable to both Management and Employee. If the Employer and an Employee cannot agree on a mutually acceptable time, either

party may demand payout of the amount owing and close out the banked account.

- d. Banking of overtime may be inappropriate in locations of high overtime on a constant basis. In these cases, Management should advise the Finning (Canada) A Division of Finning International Inc. Human Resources Department who will advise the Union.
- e. Banked overtime cannot be accumulated on temporary transfers.
- f. Banked time hours will be banked in full. Example:
Employee works two (2) hours of overtime at time and a half, employee can then elect A) bank 2 hours which would three (3) hours into the bank at their straight time base rate or B) have 2 hours at time and a half paid out.
- g. All shift, field and isolation differentials will be paid to the Employee on the paycheque for the pay periods during which the hours were actually worked.
- h. Retroactive pay adjustments for hours banked during retroactive period will be made in a lump sum on one paycheque. The hours and amounts in the bank will not change.
- i. If the hours in the bank are at a rate that was last used two (2) years ago all the hours at that rate will be paid out.
- j. Straight time cannot be banked, only overtime can be banked.
- k. Banked time may be used for appointment time when prearranged with their supervisor.
- 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.

Letter of Understanding

Reference: Spousal Assistance

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

Letter of Understanding

Reference: Leave of Absence: Bob MacKinnon

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

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

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

Letter of Understanding

Reference: Leave of Absence: Kevin B. Clark

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

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

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

Reference: Leave of Absence: Ryan R. Ermet

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

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

- 1) **A HET Apprentice (second year) – wages to be paid at the applicable Journeyperson rate as per the Collective Agreement in place at the time of Ryan’s return to Finning International Inc.**

Or;

- 2) **A Journeyperson Welder – wages to be paid as per the Collective Agreement in place at the time of Ryan’s return to Finning International Inc.**

At the Union’s request, Finning International Inc. is prepared to review other opportunities available outside Ryan’s home Facility upon his return to Finning International Inc.

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

Reference: Tuesday to Saturday Shift

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

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

- (i) A premium will apply to Employees while working this shift, for all hours worked as outlined in Schedule “D”.

- (ii) All Employees hired up to and including December 31, 1990 are not required to work this shift. However, Employees may volunteer or post to this shift if they choose.
- (iii) New hires on or after the effective date will be required to work this shift, where required, and will be informed at the time of hire.
- (iv) Job postings will reference a Tuesday – Saturday shift only where the shift is currently in place or where the Employer has the need to implement the shift, within sixty (60) days.
- (v) Where there are four (4) or more Employees in a department on this shift, the ratio of Tuesday – Saturday vs. Monday – Friday shifts will be no less than 2 – 1 respectively.
- (vi) This Tuesday – Saturday shift is currently a dayshift position. Should the Union and Employer agree an afternoon shift may be required in a department, both the Tuesday to Saturday and afternoon premiums will apply.

Letter of Understanding

Reference: For Continuous Shifts

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

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

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

Guidelines for this shift are listed below:

Customer Sites:

- 1: (i) The Union will be provided with any shift requirements on a customer site in writing as soon as the Employer is aware of the customer request. The explanation will include a

contractual commitment on a customer's site. The Union will meet with the Employer to discuss the circumstances and agree upon terms and conditions that will address the needs of the situation in a timely fashion.

- (ii) The classifications required to fulfil the contract will be included in the notification to the Union.
- (iii) All positions will be posted and the shift configuration will be explained on the posting.

Finning Shops / Facilities:

- 2: (i) Mutual agreement between the Union and the Employer will be required prior to any shift implementation. The Union will reasonably consider all requests by the Employer to add new or different shifts.
 - (ii) The Employer will outline any new shift configuration in writing, which will include the business rationale for requiring the continuous shift. The Union will meet with the Employer to discuss the requirements and terms and conditions.
 - (iii) The classifications requested and areas of the business will be included in the business case submitted to the Union.
 - (iv) All positions will be posted and the shift configuration will be explained on the posting. Where shift configurations may need to be changed, mutual agreement between the Employer and the Union will be required prior to the establishment of a different shift configuration.
- 3. The continuous shift premium as outlined in Schedule "D" of the current Collective Agreement will apply to all shift Employees for all hours worked. These premiums allow for working scheduled shifts in excess of eight (8) hours per day and Saturday and Sunday at straight time rates up to a maximum of 2080 hours per year.
 - 4. The shift schedule shall result in an averaging above forty (40) hours per week. An Employee working on such a schedule shall be paid eleven and one-half (11 ½) hours straight time, and one-half (1/2) hour overtime at the base (including RWA) rate for that shift worked per day. Any deviations will be noted in the Letter of Understanding for that shift / site (i.e. Ekati).
 - 5. The calculation for entitlement to vacation, sick leave, other

benefits etc. will be made using an hourly equivalent; e.g. vacation, if entitled to 2 weeks' vacation X 40 hours = 80 hours equivalent; sick leave, if entitled to 10 days X 8 hours = 80 hours equivalent, etc. It is intended that Employees neither gain nor lose any benefit entitlement while working on a continuous shift.

Letter of Understanding

Reference: Regional Hourly Wage Adjustment

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

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

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

The adjustment to be 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.

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

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

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

Reference: Union Management Relationship

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

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

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

The Employer agrees to pay for the time lost from work for up to four (4) Employees as committee members to a maximum of twelve (12) hours on the day of the meeting.

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

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

Service / Parts Related Letters of Understanding

Letter of Understanding

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

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

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

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

Reference: Maintenance Personnel

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

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

Reference: Gas Compression Classification

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

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

1. The Employer will endeavour to hire Heavy Equipment Technicians (HET) into Gas Compression openings. However, it is understood that due to the nature of this industry that Millwrights and Automotive Technicians are also qualified to work in the Gas Compression trade and as a result may also be hired into Gas Compression openings.
2. The following will outline the agreement between the parties when a Millwright or Automotive Technician is hired into a Gas

Compression position:

- (i) Employees will be encouraged to enrol in the HET program; Should a Millwright or Automotive Technician not want to enrol in the HET program, the Union will be notified in writing and the employee will be informed of the implications of that decision:
 - a. Lower rate of pay (see “iv” below);
 - b. Inability to move to other classifications;
 - c. Possibilities of layoff during slow periods;
 - (ii) Employees hired into Gas Compression will be classified as Gas Compression technicians, layoff classification SVQ, and will hold seniority in that classification as of their date of hire;
 - (iii) Employees without HET qualifications, will be paid appropriate rates as outlined in Schedule A, until such time they achieve the HET certificate;
3. Gas Compression mechanics, who hold their HET or are HET apprentices, may work in general line operations only if no one is on layoff at the branch in the (SVC) layoff classification; and vice versa.
 4. The terms of this letter will be in effect as of the date of signing, any Employees previously hired into this classification will be grandfathered.
 5. Any other issues arising out of this classification will be discussed in a timely manner between the parties.

Letter of Understanding

Reference: Power Generation Electricians

This constitutes a Letter of Understanding between Finning (Canada) A Division of Finning International Inc. and the International Association of Machinists and Aerospace Workers, Local Lodge 99. Nothing in this Letter of Understanding shall be construed as altering the existing terms and conditions of the Collective Agreement. The parties agree to the following principles to guide the hiring of alternative trades into the Power Generation Electrician classification (SVK) moving forward.

It is understood that due to the nature of this industry, and current

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

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

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

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

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

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

All other terms will be as per the Collective Agreement.

Letter of Understanding

Reference: Ticketed Automotive Technicians

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

This Agreement is made Without Prejudice and Precedent.

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

- (i) All Certified Automotive Technicians shall be employed as a third (3rd) Apprentice Mechanic and will be paid at that rate in the collective agreement.
- (ii) The Technicians shall be paid at the third (3rd) year Apprentice

Mechanic rate in the Collective Agreement until they complete the required hours and technical trade school training at the third (3rd) year level, at which time they shall move to the Heavy-Duty Equipment Mechanic or Truck and Transport Mechanic rate in Schedule A of the collective agreement.

- (iii) Upon completion of all the aspects of the Heavy Equipment Technician Trade requirements they shall move to the Heavy Equipment Technician rate in the collective agreement.
- (iv) The Technicians shall be required to attend 1st, 3rd, 4th year technical training in the trade and acquire their Journeyman Certification in the Heavy Equipment Technician (HET) trade.
- (v) If these Employees are employed at, or transferred (temporarily, or permanently on a posting) to any branch that pays higher rates than Schedule A, (i.e.: Regional Wage Adjustment Letter of Understanding (page 67 2002-2005 C/A) such as a branch that has Continuous Shifts (i.e.: Oil sands or Ekati) they will receive all the premiums, bonuses and higher rates of pay for apprentices in those branches.

Letter of Understanding

Reference: Material Supply Assistant

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

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

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

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

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

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

The Continuous Shift Premium as outlined in Schedule “D” will be paid for all hours worked – application is restricted to the Employees covered by this Agreement in the Municipality of Wood Buffalo.

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

1. SHIFTS:

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

(i) CUSTOMER SITES

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

Schedules will follow one of the scheduled formats below:

- a. 7 days on and 7 days off, 14 days on and 14 days off; OR as outlined in a Letter of Understanding specific to a customer site (i.e. Kearn)

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

(ii) FINNING OPERATIONS

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

- a. 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: 7 on and 7 off and/or 14 on and 14 off (as well as Grandfathered 12 on and 12 off);
- c. Mildred Lake: 7 on and 7 off and/or 14 on and 14 off.
- d. Fort McKay: 7 on and 7 off and/or 14 on and 14 off.

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

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

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

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

Straight day positions identified by the Employer will be posted.

2. HOURS OF WORK:

- (i) A day shall be the twenty-four (24) hour period commencing with the start of the Employee's regular scheduled shift. A week shall be the seven (7) day period between 7:00 a.m. Monday and 7:00 a.m. on the succeeding Monday, or the nearest start/stop times to the above.
- (ii) The twelve (12) hour shift schedule requires an equal number of days on followed by days off.
- (iii) A shift is defined as the hours of work within a twenty- four (24) hour period.
- (iv) A schedule is defined as days of work and the associated days of

rest. Days of rest follow the days of work.

3. **SHIFT TIMES:**

The first twelve (12) hour shift times will begin between the hours of 5:30 a.m. and 8:00 a.m., and the second shift will begin between the hours of 5:30 p.m. and 8:00 p.m.

4. **REST BREAKS:**

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

5. **OVERTIME:**

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

The appropriate overtime rates will apply for all hours worked on a regularly scheduled day off.

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

6. **OVERTIME MEAL:**

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

7. **CHANGE OF SCHEDULE AND SHIFT:**

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.

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

9. Bereavement will be paid at twelve (12) hours/day as per 15.04.
10. 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.
11. INCONVENIENCE PAY(ICP):
 - (i) \$17.00 for each day of work shall be paid to Employees who ride the bus from Fort McMurray to Suncor; \$17.00 for each day of work shall be paid to Employees who travel from Employer or Customer supplied Camp offsite to Suncor or Syncrude Base Mine/Aurora.
 - (ii) \$22.00 for each day of work shall be paid to Employees who are required to travel from Fort McMurray to the Mildred Lake shop and Syncrude Base Mine and back. In addition, \$22.00 Inconvenience Pay shall also be paid for unscheduled call-outs from Fort McMurray to the Mildred Lake shop.
 - (iii) Employees travelling from Fort McMurray to any permanent worksite North of Mildred Lake will be paid Inconvenience Pay of \$27.00 per day for each day worked on-site or at a Finning Facility, unless noted in a specific site LOU.
 - (iv) Kearl site – Employees travelling to and from the Kearl site to camp will be paid Inconvenience Pay of \$17.00 per day until such time that the onsite camp at Kearl is available.
 - (v) Any new site added to the Oilsands region will follow this LOU.
12. When a travel delay occurs due to RCMP road closures or mechanical issues on Finning supplied transportation, the Employer will review any impact on a case by case basis.
13. The Union and the Employer will meet as required to discuss any

issues that arise.

14. CAMP ACCOMMODATIONS

- (i) Journeypersons and Apprentices will be eligible to live in the Camp Facilities provided by the Employer at no cost. In addition, camp rooms may be open to non-journeyman hourly Employees who have not previously or are not currently residing in Fort McMurray, upon management discretion and availability.
- (ii) Employees residing in camp may be subject to taxable benefits costs for provided Camp Facilities as determined by Canada Revenue Agency guidelines.
- (iii) A thirty (30) day notice period is required if an Employee wishes to leave the camp. The notice shall be provided in writing to the Camp Co-Coordinator.
- (iv) As openings in the camp occur, vacancies for current Employees will be filled on a seniority basis dependent on availability.
- (v) No bumping for camp accommodations will take place. Should a senior employee wish to enter the camp they will be eligible to do so upon the next room availability.
- (vi) Employees staying in currently provided camp situations, with the exception for those at Kearn (noted in #11), will not receive Inconvenience Pay. Any changes to camp accommodations, I.E.: distance/time from camp to worksite, which negatively impact Employees will be discussed and agreed to by both parties.
- (vii) All Employees staying in the Camp will receive the Regional Wage Adjustment, however, Employees will not receive the Location Allowance. However, where camp accommodations are compulsory and the Employee continues to maintain a permanent residence in Fort McMurray, they will be eligible to receive the Location Allowance.
- (viii) Finning (Canada) will provide transportation to and from work and the camp daily where required, and for over-time days as well.
- (ix) All Employees staying in the Camp will be subject to all rules and regulations of the Camp provider.
- (x) If an Employee is removed through no fault of their own from a Customer Site Camp, the Employee will be provided alternative camp accommodations.
- (xi) The Employer and the Union agree to meet on a quarterly basis (or sooner if required by either party) to discuss any issues arising out of the Camps

Reference: Ekati Mine Operation

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

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

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

4. The marshalling points will be Yellowknife and Hay River. All 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.
5. Travel time paid at straight time rates will be provided for as follows: 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. Temporary Employees to Ekati will have their full travel time paid as per Clause 5.15 for the first trip in and last trip out. All trips in between will be paid as per above.
6. When weathered into site, Employees will be paid at applicable

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

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

7. All statutory holidays worked will count as twelve (12) hours worked towards the work week. All statutory holidays not worked will be paid at twelve (12) hours and will count as eight (8) hours worked toward the work week.
8. Employees will be paid the appropriate overtime rates for working on a statutory holiday as per the Collective Agreement.
9. 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.

Employees are entitled to a minimum of two (2) weeks continuous vacation during the prime vacation period of June, July, August and September.

The Employer may limit the exercise of the entitlement to 25% of the crew on any shift compliment. For example: the current time Crew "A" has a compliment of fourteen (14) mechanics on day shift and fourteen (14) mechanics on night shift. Crew "B" also has fourteen (14) mechanics on day shift and fourteen (14) mechanics on night shift. The vacation entitlement of 25% of the crew means that seven (7) of the "A" crew may be away on vacation during any two (2) week period and

similarly seven (7) of the “B” crew. Over the June to September prime vacation period on the above crew compliment fifty-six (56) mechanics shall be entitled to a minimum two (2) weeks continuous vacation during June to September prime vacation period. The 25% limit shall be calculated separately for the Parts Personnel, Tool Crib, Welders, and Powerhouse Operators (Mechanics and Electricians). Where the number of Employees in the crew is 4 or less, 1 Employee may exercise their vacation entitlement at a time.

10. Those Employees assigned on a permanent basis to the Ekati site will receive an isolation 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. Sick hours paid while on site will count towards 160 hour total. If an Employee becomes sick or injured while off site, sick hours paid will not count towards the one hundred and sixty (160) hour total.
12. Bereavement will be paid at twelve (12) Hours / Day as per 15.04.
13. It is understood by both parties that all tool room attendants, Material Supply Assistants, and apprenticeship positions will be deemed “northern hire” positions and filled from residents of the Northwest Territories only.
14. The Employer agrees that the Heavy Equipment Technician Apprentice and Journeyperson Heavy Equipment Technician layoff classifications are combined for the Ekati site only.
15. 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 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.
16. CHANGE OF SCHEDULE AND SHIFT:
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 given seven (7) days' notice. If 7 days' notice is not provided, double time will be paid for the days less the appropriate notice to a maximum of two (2) days.

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

ATTENTION ALL MEMBERS

Arrears in Dues

Excerpt from the IAM Constitution:

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

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

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

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

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

Non-Payments of Dues

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

Members Off Work Due To Layoff

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

Members Off Work Due to Illness/LTD

Please notify the Union office immediately if you are off anytime during the last two (2) weeks of the month or longer.

This is to ensure that member's dues are kept up to date.

Change of Address

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

International Association of Machinists and Aerospace
Workers Local Lodge 99

Suite 101, 10471 – 178 Street

Edmonton, Alberta

T5S 1R5

Telephone: (780) 414-1499 or (866) 799-7799

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

Lodge 99 Dues Structure

Monthly working dues . . . Two and a quarter (2¼) times hourly

rate Out of work dues Two (\$2.00) dollars per month

Reinstatement fees..... Six (6) times the hourly rate

Letters of Understanding Outside the Collective Agreement

(90-02) RE: Finning Parts Express

There are approximately four (4) drivers in total operating trucks that pick up and deliver at Finning 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.

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.

(92-01) RE: Contractor Dues

The Employer agrees to collect and pay to the Union any dues, equivalent from any contractors doing work at or for any Finning Ltd. Facility, for work normally performed by the bargaining unit.

(06-12) RE: Working Out of Canada

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

- 1) Journeyperson Heavy Equipment Technicians will be paid Heavy Equipment Technician field rate while on assignment.
- 2) The Working out of Country Allowance will be applied for any work outside of Canada. This allowance will be paid at \$120 / day for all days out of the country. This allowance will not attract

any premiums.

- 3) Prior to any Employee leaving on assignment the branch manager will make reasonable effort to determine the Working & Accommodation Conditions at the customer site. From the information provided by the customer a determination as to Normal and Extreme change-out will be applied. Employees will be made aware of expected Working & Accommodation Conditions for the assignment. Upon arrival at the assignment, if the Working or Accommodation Conditions are not as expected, the employee is required to contact their Branch Management and provide the details of the Conditions. Management will be responsible for initiating a discussion with the customer and determining if the Extreme Conditions Charge-out Rate for the assignment is applicable.
- 4) The Extreme Conditions Allowance will be applied for any work outside of Canada where extreme conditions exist. Extreme Conditions may include: Political Unrest (as defined by the International SOS Benefit website, www.internationalsos.com), Travel with Military Guard, and Poor Accommodations and/or Poor mode of Transportation (as assessed by Finning (Canada) shown through the charge out rate of the Extreme Conditions Rate Sheet). The Extreme Conditions Allowance will be paid at \$240/day for all days where the extreme conditions exist. This allowance will not attract any premiums, and is not pensionable. Employees will be on a 12 hour/day 7 days/week shift schedule for the length of the assignment. Monday to Friday will be paid as 8 hours' regular time and 4 OT, Saturday will be paid as 12 hours OT and Sunday will be paid as 12 hours' double time OT. All stats will be paid at triple time (as per article 7.02 of the C/A).
- 5) Employees on International Assignment will have access to the International SOS Benefits program. An International SOS access card will be supplied prior to travel. Contact HR Business partner for details.
- 6) All expenses incurred on assignment will be submitted to Finning (Canada) for repayment. Expenses should be submitted by email /fax every four weeks (technician's discretion) and paid upon submission. Expense reports will be audited against the

Employee's receipts upon return to Canada. Any adjustments to the expense reports will be made at that time. The Employee will be reimbursed for certain gratuities without receipt, provided an explanation is made about where and to whom they were paid.

- 7) All assignments will be on a volunteer basis.
- 8) The Employee will submit time cards on a weekly basis, by email or fax. In situations where it is not possible to submit timecards for the week, the Employee will be required to submit two weeks' time cards the following week.
- 9) Upon returning to Canada, all Employees will be required to take a recover/rest period prior to returning to work. The length of time off will be discussed between the Employee and their supervisor and agreed to by Branch Management at their branch. This time will be unpaid; however, banked time and/or vacation time may be used.
- 10) This LOU is effective as of the date signed.
- 11) The Parties will meet as required to discuss any issues that arise.

(08-04) RE: Employees Moving

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

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

The parties hereby agree to the following:

1. Edmonton Employees, who are placed in a different classification with a lower rate of pay, will have their wage rate grandfathered until such time as they vacate that position. Edmonton Employees, who have been placed in a different classification due to this transition, will be placed back in their original position should the Employer determine that their

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

(08-10) RE: 10 Hour Shift Agreement for Red Deer Facilities D31, D39, D40, D41

The parties agree that a 4 day 10-hour shift schedule may be worked in the Red Deer Branch as listed above on the following basis. This agreement will commence on Monday June 23, 2008.

1) Hours of Work and Shift Times

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

2) Statutory Holidays

- a) When a statutory holiday falls on an Employee's scheduled day off it shall be taken either the day before or the next scheduled work day. The day will be mutually agreed by the parties and communicated to the members sixty (60) days prior the stat day.
- b) When a statutory holiday falls on an Employee's scheduled workday and the Employee is not required to work the stat day, the Employee shall be paid ten (10) hours at his hourly

base rate.

- c) When the Employee works a statutory holiday, he shall receive ten (10) hours pay at his regular rate, and in addition, shall be paid double time his hourly rate for all hours worked that day.
- d) For ten (10) hour shift workers, statutory holidays as listed in the Collective Agreement shall be observed.

3) Rest Breaks

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

4) Overtime

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

5) Vacation

The Employee will 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.

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, based on 40 hours.

All other conditions of employment are as per the Collective Agreement

(08-12) ThinkBIG Program

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 ThinkBIG Program is intended to supplement the traditional apprenticeship program. This program may be expanded over time while still providing current Employees opportunities to enroll.

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

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

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.

- 1) The terms of the ThinkBIG program 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 the ThinkBIG program.
 - 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. Employees entering the program from an existing higher paid position 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.
- 2) The terms of the ThinkBIG program 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 the Think- BIG Program;
 - 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.

Employees who have successfully completed the requirements of the ThinkBIG 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 Program is ended and the enrolled students have completed the program.

Should either the ThinkBIG program be expanded, modified, or any other similar program implemented, the Employer agrees to reach mutual agreement with the Union 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.

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

- a) Employees can choose to live in town and use the CNRL bus, which will entitle them to all the allowances applicable to Employees living in Fort McMurray as per the collective agreement and the applicable letters of understanding.
- 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 Fort 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 Fort McMurray and utilize the flight program will be compensated for their Housing Allowance until Dec 31, 2016

This LOU is based upon the current commercial relationship with CNRL which includes Finning compensation for flight expenses. In the event that CNRL discontinues 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.

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

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

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

are as follows:

1) Hours of work and shift times

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

2) Statutory Holidays

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

3) Rest Breaks

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

4) Overtime

The normal workday consists of ten (10) hours straight time. Hours worked in excess of the ten (10) straight time hours will be paid at applicable overtime rates. The normal work week will be four (4) consecutive ten (10) hour shifts.

5) Vacation

The Employee will 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.

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, based on a forty hour work week.

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

(10-01) RE: Collicutt Employees

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

The Company and the Union thereby agree to the attached pertaining to: Article 4, Seniority; Article 9, Vacation; Article 13, Rates of pay; Article 15, Sick Benefits.

Article 4 -Seniority

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

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

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

Article 9 -Vacation with pay

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

Article 13 – Rates of pay

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

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

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

Article 15 – Sick Benefits

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

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

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

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

5 x 2 Monday to Friday shift due to former top 10% privileges
– Feyyas Ginse

5 x 2 Monday to Friday shift previously agreed to between the parties– Fred Van De Reep

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

(10-06) RE: Labourers – Suncor Site

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

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

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

Labourers at the Suncor Site will attract a field rate of pay 6% above the Oilsands shop labourer rate (see schedule A), plus the Regional Wage Adjustment and will attract all future general increases. They will also be eligible for the Field Premium.

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

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

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

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

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

2) Hours of Work:

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

3) Rest Breaks:

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

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

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

4) Overtime Meal:

When Employees are required to work extended hours in excess

of thirteen (13) hours, The Company will pay the cost of a meal of \$20.00.

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

5) Twelve (12) Hour Continuous Shift Premium:

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

(11-02) RE: HVAC Certification Eligible for Dual Ticket Program

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

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

1. Opportunity to pursue an apprenticeship in the HVAC trade, for a Journeyman in the Heavy Equipment Technician, Electrical or Welding trade, will be posted and awarded as per Article 5 of the Collective Agreement.
2. The posting will clearly state that it is a dual ticket position, requiring that the successful candidate already possess one of the following tickets:
 - a. Journeyman Heavy Equipment Technician (J/HET);
 - b. Journeyman Electrician (J/Electrician); or
 - c. Journeyman Welder (J/Welder)
3. The successful candidate will receive the Dual Ticket Bonus, as listed in Schedule "D" of the current Collective Agreement only once they have completed all requirements of the HVAC certification.

4. For the purposes of layoff, candidates who successfully post into a dual ticket HVAC apprenticeship will retain the layoff classification of their primary ticket. Their layoff classification will be as per Schedule B of the current Collective Agreement.
5. The Employee currently identified as a dual ticket technician, holding a ticket in the HVAC and Electrical trades, will fall under this agreement

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

(11-04) RE: Spectra Energy Peace Arch Project

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

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

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

The terms and conditions of this agreement are as follows:

1. Facility D52, Fort St. John, will hire a qualified mechanic for the Dawson Creek Resident position in order to support this contract and maintain the customer sites on both sides of the provincial boundary.
2. The customer has requested a lone, specialized technician dedicated to the preventive maintenance and service work at these sites. Dedicating the work to a single technician will ensure consistency, continuity, competency and responsiveness when servicing the customer application.

3. This Employee will be a member of the IAM 692, and the term of their employment will be governed by the BC Collective Agreement.
4. This member will be working inside the Alberta boundary on a regular basis: therefore, Facility D52 will be responsible for remitting monthly union dues to IAM 99. The name of the employee will be disclosed to IAM 99 and union dues will be calculated as per the Alberta Collective Agreement.
5. While working on sites located in Alberta, this Employee will be paid for all hours worked as per the Alberta Collective Agreement.
6. There is a considerable amount of training, experience, skill and competency required to support this customer application, and the Employer concedes that no current member at the Grande Prairie Branch meet these qualifications. Facility D11 will continue to recruit for a Gas Compression Mechanic, and will ensure that the successful candidate meets the requisite qualifications, in order to support to the Dawson Creek Resident Mechanic, if/when required.
7. In the event of a work shortage impacting either the BC or the Alberta membership, the Employer agrees to cooperate with the Union Locals to determine which members, qualified to perform the work, will be utilized for this customer application. This will be done in such a manner to mitigate any impact on the customer, the service contract and the membership

(12-01) RE: Sitech Employees

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

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

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

Sitech – Electronic Repair Technologist

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

All other terms will be as per the Collective Agreement.

(12-02) RE: Permitting of Second and Third Year HET Apprentices doing Preventative Maintenance in the Field

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

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

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

Guidelines:

- Second and Third Year apprentices will have the option of posting

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

- Second and Third Year apprentices can accrue time credit towards their apprenticeship in the PM role for up to a maximum of ten (10) months. Any additional time spent beyond ten (10) months will not count towards time credited in the apprenticeship.
- After completion of time in the PM role, the apprentice will be allowed to return to his/her home Facility without having to post into their original position. For apprentices starting in a PM role, a position will be made available for them in the region they are currently working in.

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

(12-07) RE: Twelve Hour Shift Agreement Specific to Teck Coal

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

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

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

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

1) Hours of Work:

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

twelve (12) days on, followed by twelve (12) days off.

- a) A day shall be the twenty-four (24) hour period commencing with the start of the Employee's regular scheduled shift. A week shall be the seven (7) day period.
- b) A schedule is defined as days of work and the associated days of rest. Days of rest follow the days of work.

2) Current Employees:

The two (2) current Employees (listed below) working the continuous day shift who are presently listed as resident mechanics, will remain in the Resident classification but paid Field Serviceperson rate of pay once the LOU is agreed upon. All new hires into these posted positions will remain in the field classification.

»Eugene Laboucane » Dan Gottert

3) Shift Times:

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

4) Rest Breaks:

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

5) Overtime:

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

6) Overtime:

Meal: When Employees are required to work extended hours in

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

7) Bereavement Leave:

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

8) Training:

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

9) Shift Premiums:

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

10) Living Accommodations:

For those not maintaining a residence in Hinton/Edson, the company or customer will provide and pay for accommodations. Either party may request a meeting to discuss and resolve any issues arising from this Letter of Understanding.

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

This agreement will be on a without prejudice or precedent basis. The parties agree that a four (4) day, ten (10) hour compressed work week will be introduced to the current shift schedules at D37. The Employer has identified that the introduction of this shift will enhance customer service offered to our customers.

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

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

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

1) Hours of Work and Shift Times:

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

2) Statutory Holidays:

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

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

prior the stat day.

- b) When a Statutory Holiday falls on an Employee's scheduled workday and the Employee does not work, the Employee shall be paid ten (10) hours at his hourly base rate.
- c) When the Employee works a Statutory Holiday, he shall receive ten (10) hours pay at his regular base rate, and in addition, shall be paid double time his hourly base rate for all hours worked that day.
- d) Statutory Holidays as listed in the current Collective Agreement shall be observed in conjunction with the scheduled rotation. Statutory pay will reflect either ten (10) or eight (8) hours on the day that is taken off in lieu.

3) Rest Breaks:

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

4) Rate of Pay:

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

5) Overtime:

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

6) Vacation:

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

7) Sick Time:

Sick time will be paid at either eight (8) hours or ten (10) hours,

dependent on shift rotation, at straight time rates per day as per the Collective Agreement. Short Term and Long Term Disability will be paid as per the Collective Agreement, based on a forty (40) hour work week.

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

(13-02) RE: Kearl Site

This Letter of Understanding is on a “Without Prejudice or Precedent” basis and is specific to Finning (Canada) operations at the Kearl Site (Imperial Oil Resources or IOR) in the Regional Municipality of Wood Buffalo, Fort McMurray, Alberta.

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 Kearl.

The Company and the Union thereby agree to the following:

1. The shift schedule for the Kearl 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 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. 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 day eleven (11) of the Employee's schedule, they 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

3. Tool allowance will not be paid to Employees 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 will be reinstated as per the Collective Agreement.
4. All Employees working at the Kearl site 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.
5. The current marshalling points will be Calgary, Edmonton, Fort McMurray, and Fort Chipewyan. Employees will report to the marshalling point at their own expense. Employees who are weathered in or experience aircraft mechanical delays at the site will be paid applicable rates for time worked as per the Collective Agreement to a maximum of twelve (12) hours per day. When weathered out at any of the marshalling points, meal and accommodation expenses, if needed, will be paid by the Employer. The Employee will be paid their straight time hourly rate for the normal shift schedule of that particular day based on the flight manifest, up to a maximum of twelve (12) hours per day. This time will be classified as time worked.
6. Camp accommodations will be provided to all Employees at no charge. Should this practice ever cease, Finning (Canada) shall provide notice to the union ASAP and revert to the current

collective agreement costing model.

7. Finning (Canada) will pay housing allowance to all Employees working at the Kearl site who maintain a permanent residence in Municipality of Wood Buffalo.
8. As part of the access to Kearl site requirements (IOR) will require the following from all Employees:
 - a. Valid Operator's License
 - b. Drug and Alcohol Test (Pre-Site Access)
 - c. Confidentiality Agreement (IOR)
9. In the event that the contractual agreement with IOR changes during the term of the contract, the Union will be advised immediately of any issues that will change the terms of this LOU.
10. 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.
11. The parties agree to meet to discuss and resolve any issues that have not been anticipated herein.

(13-03) RE: Fort Hills Site

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. 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 a new Letter of Understanding.

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

requested by the Customer, will be a 14 days' on and 14 days' off rotation. Shift start times will be within the terms and conditions of the current Collective Agreement.

- (C) Employees will have the option to live in Fort McMurray, or stay in camp at no charge. Employees will be provided camp accommodations at Fort Hills Site Camp.
- (D) Employees who travel from Fort McMurray to site 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 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.

(13-04) RE: Field Lubrication Serviceperson

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

The terms and conditions of the Collective Agreement will apply to this position. It is agreed to that the duties of this position will be as follows:

- Perform scheduled oil sampling and change fluid filters as per contract agreement.
- Perform maintenance as per machine specific checklists, and conduct visual machine condition reports.

- Coordinate ordering parts, maintain, and stock service truck.
- Will be fluent in electronic communications and service reporting.
- Must be able to make first customer contact for PM scheduling.
- Environmentally responsible in sensitive work areas.

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

(14-06) RE: Permanent Part Time Material Supply Assistants, Edmonton Parts Distribution Centre

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

Paid Holidays:

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

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

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

In the event an Employee works in excess of eight (8) hours per day or forty (40) hours per week, they will be paid at the applicable over time rates.

Weekend Premium Pay:

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

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

Vacation with Pay:

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

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

(14-09) RE: Afternoon Shift Red Deer COE Maintenance

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

The following alternate shift arrangement will be observed:

- 2 Positions: Straight day shift 06:00am-2:30pm Monday to Friday
- 1 Position: Straight afternoon shift 11:00am-9:30pm Monday to Thursday

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

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

Vacation: The Employee will 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.

Bereavement Leave: will be calculated on a ten (10) hour per day basis to a maximum of five (5) shifts.

Statutory Holidays:

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

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

(14-10) RE: 10 Hour Shift (Afternoon) Shift Agreement for Red Deer Facility D30

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

This agreement will commence on Monday November 10, 2014.

1) Hours of Work and Shift Times

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

2) Statutory Holidays

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

3) Rest Breaks

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

4) Overtime

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

5) Vacation

The Employee will 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.

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, based on 40 hours.

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

(15-02) RE: Compressed Work Week for Grande Prairie D11

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

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

The following alternating shift arrangement will be observed:

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

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

Vacation:

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

Statutory Holidays:

- a) When a statutory holiday falls on an Employee's scheduled day off it shall be taken either the day before or the next scheduled work day. The day will be mutually agreed by the parties and communicated to the members sixty (60) days prior the stat day.
- b) When a statutory holiday falls on an Employee's scheduled workday and the Employee is not required to work the stat day,

the Employee shall be paid ten (10) hours at his hourly base rate.

- c) When the Employee works a statutory holiday, he shall receive ten (10) hours pay at his regular rate, and in addition, shall be paid double time his hourly rate for all hours worked that day.
- d) For ten (10) hour shift workers, statutory holidays as listed in the Collective Agreement shall be observed.

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

(15-03) RE: Snap Lake Diamond Mine Operation

- 1) This Letter of Understanding is to address the Employees who are employed to work on site at the Snap Lake Diamond Mine. Nothing in this letter of understanding shall be construed as altering the existing terms and conditions of the Collective Agreement except as specified below.
- 2) The Employees assigned to work at the mine site will be placed on the Yellowknife seniority list.
- 3) The shift schedule for the site will be 2 weeks in / 2 weeks out working twelve (12) hour shifts based on the Agreement with the NWT government. Overtime rates will apply to all hours worked beyond the one hundred and sixty (160) hours count in a four (4) week schedule.
- 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. 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).
- 5) Applicable provision will be paid as per Schedule "C" and applicable premiums as per Schedule "D".

- 6) The marshalling points will be Yellowknife, Hay River and Edmonton. All Employees will report to the marshalling points at their own expense. All Employees working at the Snap Lake Mine Operation will be provided flights to and from the marshalling points at no charge to the Employee. In the event that the Customer terminates this program the Employer shall provide immediate notice to the Union and Employees. The Employer will allow for a flight expense to be claimed to a maximum amount of \$250 each way for a period not to exceed ninety (90) days.
- 7) Travel time paid at straight time rates will be provided for as follows: 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.
- 8) Temporary transfers to Snap Lake will have their full travel time paid as per Clause 5.15 for the first trip in and last trip out, all in between trips will be paid as per above.
- 9) When weathered into site, Employees will be paid at applicable Overtime rates for extra hours worked in excess of the Overtime Averaging Permit. When weathered out at the marshalling points in Yellowknife, Hay River and Edmonton or the origin of the Customer paid for flight, meal and accommodation expenses, if needed, will be paid by the Employer. The Employee will be paid their straight time hourly rate for the normal shift schedule of that particular day based on the flight manifest, up to a maximum of twelve (12) hours per day (including the travel time). This time will be classified as time worked. Employees who are weathered in at the site are paid for time worked as per the Collective Agreement to a maximum of twelve (12) hours per day.
- 10) All reasonable incremental costs incurred to change flights due to weather/mechanical delays will be reimbursed by the Employer, including one (1) days accommodation and meals, if required.
- 11) All statutory holidays worked will count as twelve (12) hours worked towards the work week. All statutory holidays not worked will be paid at twelve (12) hours and will count as eight (8) hours worked toward the work week.

- 12) Employees will be paid the appropriate overtime rates for working on a statutory holiday as per the Collective Agreement.
- 13) 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) Employees are entitled to a minimum of two (2) weeks continuous vacation during prime vacation period of July and August.
- 15) Those Employees assigned on a permanent basis to the Snap Lake site will receive an isolation 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.
- 16) If an Employee becomes sick or injured while on site (hours will count towards the 160 count), sick time will be paid at twelve (12) hours, at straight time rates, eligibility as per the Collective agreement. If an Employee is sick or injured while off site, hours will not count towards the 160 count.
- 17) Bereavement will be paid at twelve (12) Hours / Day as per 15.04.
- 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.

- 19) 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.
- 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 time will be paid for the days less the appropriate notice to a maximum of two (2) days.
- 21) The Union and the Employer agree to meet and discuss any concern from the implementation of this shift schedule.

(15-04) RE: 10 Hour Shift Agreement for D18 (WEB) West Edmonton Facility

The parties agree that a 4 day 10-hour shift schedule may be worked in the West Edmonton Facility (D18) on the following basis. This agreement will commence in June, 2015.

1) Hours of Work and Shift Times

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

2) Statutory Holidays

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

in the Collective Agreement shall be observed.

3) Rest Breaks

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

4) Overtime

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

5) Vacation

The Employee will 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.

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, based on 40 hours/week.

All other conditions of employment are as per the Collective Agreement

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

(15-06) RE: Gahcho Kue Mine Operation

- 1) This Letter of Understanding is to address the Employees who are employed to work on site at the Gahcho Kue Mine. Nothing in this Letter of Understanding shall be construed as altering the existing terms and conditions of the Collective Agreement except as specified below.
- 2) The Employees assigned to work at the mine site will be placed on the Yellowknife seniority list.
- 3) The shift schedule for the site will be 2 weeks in / 2 weeks out working twelve (12) hour shifts based on the Agreement with

the NWT government. Overtime rates will apply to all hours worked beyond the one hundred and sixty (160) hours count in a four (4) week schedule.

- 4) Employees living in the Northwest Territories and working at the Gahcho Kue Mine site will receive the Yellowknife location allowance. Employees working at the Gahcho Kue Mine Site, including temporary transfers, will receive the Regional Hourly Wage adjustment as outlined in the Regional Wage Adjustment Letter of Understanding. 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).
- 5) Applicable provision will be paid as per Schedule "C" and applicable premiums as per Schedule "D".
- 6) The marshalling points will be Yellowknife, Hay River and Edmonton. All Employees will report to the marshalling points at their own expense. Employees working at the Gahcho Kue Mine Operation will be provided flights to and from the marshalling points at no charge to the Employee. In the event that the Customer terminates this program the Employer shall provide immediate notice to the Union and Employees. The Employer will allow for a flight expense to be claimed to a maximum amount of \$250 each way for a period not to exceed ninety (90) days.
- 7) Travel time paid at straight time rates will be provided for as follows: Employee's residence to Yellowknife -2.5 hours; Hay River to Yellowknife – 1 hour; Yellowknife to Gahcho Kue Mine site-2 hours. Return time will be the same.
- 8) Temporary transfers to Gahcho Kue Mine will have their full travel time paid as per Clause 5.15 for the first trip in and last trip out, all in between trips will be paid as per above.
- 9) When weathered into site, Employees will be paid at applicable Overtime rates for extra hours worked in excess of the Overtime Averaging Permit. When weathered out at the marshalling points in Yellowknife, Hay River and Edmonton or the origin of the Customer paid for flight, meal and accommodation

expenses, if needed, will be paid by the Employer. The Employee will be paid their straight time hourly rate for the normal shift schedule of that particular day based on the flight manifest, up to a maximum of twelve (12) hours per day (including the travel time). This time will be classified as time worked. Employees who are weathered in at the site are paid for time worked as per the Collective Agreement to a maximum of twelve (12) hours per day.

- 10) All reasonable incremental costs incurred to change flights due to weather/mechanical delays will be reimbursed by the Employer, including one (1) days accommodation and meals, if required.
- 11) All statutory holidays worked will count as twelve (12) hours worked towards the work week. All statutory holidays not worked will be paid at twelve (12) hours and will count as eight (8) hours worked toward the work week.
- 12) Employees will be paid the appropriate overtime rates for working on a statutory holiday as per the Collective Agreement.
- 13) 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) Employees are entitled to a minimum of two (2) weeks continuous vacation during prime vacation period of July and August.
- 15) Those Employees assigned on a permanent basis to the Gahcho Kue Mine 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.

- 16) If an Employee becomes sick or injured while on site (hours will count towards the 160 count), sick time will be paid at twelve (12) hours, at straight time rates, eligibility as per the Collective agreement. If an Employee is sick or injured while off site, hours will not count towards the 160 count.
- 17) Bereavement will be paid at twelve (12) Hours / Day as per 15.04.
- 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 provincial tax deductions for any given year. Employees will be expected to evidence “reasonable” expenses in transit from home to Edmonton/Hay River Yellowknife. This allowance is reflected on an Employees pay stub under gross pay, but is not part of an Employee’s taxable income.
- 19) 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.
- 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 time will be paid for the days less the appropriate notice to a maximum of two (2) days.
- 21) The Union and the Employer agree to meet and discuss any concerns which may arise from the implementation of this shift schedule.

(16-01) RE: Nuna Logistic Project at Ekati Mine

This Letter of Understanding is to address the Employees who are assigned to work on the Nuna Logistic Project at the Ekati Mine Site. This project is estimated to run for a period of nine (9) to twelve (12)

months with an estimated completion on or before April 2017. Nothing in this letter of understanding shall be construed as altering the existing terms and conditions of the Collective Agreement except as specified below.

- 1) The Employees assigned to work at the mine site will remain on the Yellowknife seniority list.
- 2) The shift schedule for the site will be 2 weeks in / 2 weeks out working twelve (12) hour shifts based on the Agreement with the NWT government. Overtime rates will apply to all hours worked beyond the one hundred and sixty (160) hours count in a four (4) week schedule.
- 3) Employees living in the Northwest Territories and working at the Ekati Mine for Nuna Logistic, will receive the Yellowknife location allowance and 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).
- 4) Employees working at the Ekati Mine for Nuna Logistic, including temporary transfers, will receive the Regional Hourly Wage adjustment as outlined in the Regional Wage Adjustment Letter of Understanding.
- 5) Applicable provision will be paid as per Schedule "C" and applicable premiums as per Schedule "D".
- 6) The marshalling point will be Yellowknife. All Employees will report to the Yellowknife at their own expense. Employees working at the Ekati Mine for Nuna Logistic will be provided flights to and from the marshalling points to Ekati Mine site at no charge to the Employee.
- 7) Travel time paid at straight time rates will be provided for as follows: Yellowknife to Ekati Mine site-2 hours. Return time will be the same.
- 8) Yellowknife Employees working at the Ekati Mine for Nuna Logistic will have their full travel time paid as per Clause 5.15 for the first trip in and last trip out, all in between trips will be paid the terms identified in this document.
- 9) 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, meal and accommodation expenses, if needed, will be paid by the Employer. The Employee will be paid their straight time hourly rate for the normal shift schedule of that particular day based on the flight manifest, up to a maximum of twelve (12) hours per day (including the travel time). This time will be classified as time worked. Employees who are weathered in at the site are paid for time worked as per the Collective Agreement to a maximum of twelve (12) hours per day. All reasonable incremental costs incurred to change flights due to weather/mechanical delays will be reimbursed by the Employer, including one (1) days accommodation and meals, if required.

- 10) All statutory holidays worked will count as twelve (12) hours worked towards the work week. All statutory holidays not worked will be paid at twelve (12) hours and will count as eight (8) hours worked toward the work week.
- 11) Employees will be paid the appropriate overtime rates for working on a statutory holiday as per the Collective Agreement.
- 12) 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. Employees are entitled to a minimum of two (2) weeks continuous vacation during prime vacation period of June, July, August and September.
- 13) Those Employees assigned on a permanent basis to the Ekati Mine for Nuna Logistic 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.

- 14) If an Employee becomes sick or injured while on site, the hours paid while onsite will count towards the 160-hour total. If an Employee is sick or injured while off site, hours will not count towards the one hundred and sixty (160) count.
- 15) Bereavement will be paid at twelve (12) Hours / Day as per 15.04.
- 16) A Travel Allowance (Travel Assist) for a portion of airfare, parking and meals will be processed based on the legislated provincial tax deductions for any given year. Employees will be expected to evidence "reasonable" expenses in transit from home to Yellowknife. This allowance is reflected on an Employees pay stub under gross pay, but is not part of an Employee's taxable income.
- 17) 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.
- 18) 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 will be paid for the days less the appropriate notice to a maximum of two (2) days.

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

(16-02) RE: Expanded Mining Field Division (D14)

Nothing in this Letter of Understanding (LOU) shall be construed as altering the existing terms and conditions of the Collective Agreement. This LOU is specific to Employees in the Expanded Mining Field Division (D14). The purpose of this Letter of Understanding is to summarize the understanding reached between the Employer and the Union in providing the ability to service our customers by providing continuous coverage for Field Assemblies work as well as supporting the Employees during possible work

slowdowns. It is recognized by both parties, that although D14 is housed in D17, the work of D14 will remain segregated from the Edmonton Branch.

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

If working a continuous shift (working twelve hours per day with the equal number of days on as days off), the continuous shift premium as outlined in Schedule "D" will be paid for all hours worked.

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

All travel will be paid at applicable rates. Employees will be eligible for travel pay from the marshalling point (Edmonton Branch) to the job site. The amount of travel time will be determined by the location of the job site and will be established by Finning (Canada) prior to the start of the assignment.

1) Shifts:

Schedules will follow the scheduled format below:

- a) 7 days on and 7 days off (12 hours) (pay will be based on 11.5 hours and .50 at applicable overtime rates)
- b) Effective May 2016, the Employees working for the Expanded Mining Field Division (D14) will follow the 7 days on and 7 days off (12 hours) (pay will be based on 11.5 hours and .50 at applicable overtime rates) schedule. In advance of the 5 days on and 2 days off (8 hours) schedule being required, the Employer and the Union will meet to determine how the Employee's will transition from the 7 days on and 7 days off rotation to the 5 days on and 2 days off rotation.

2) Seniority:

Seniority shall be considered as time employed (from date of hire) in the bargaining unit. Cat Mining (Bucyrus) Employees seniority date will be the date they transitioned to Finning (Canada). These Employees will then be ranked on their hire date with Cat Mining (Bucyrus). Cat Mining (Bucyrus) Employees will be treated separately for the purposes of layoff. Laid off D14 Employees will be provided recall to D14 vacancies

prior to Employee on Layoff Status at other Branches.

3) Banked Time:

As the Expanded Mining Field business is driven by a cycle requiring work to be completed in a designated period of time, Employees assigned for the duration of the project may bank a maximum of three hundred and twenty (320) hours with the understanding these hours are to be used during periods of slow down.

Banked hours can only be taken at a time acceptable to both Management and Employee. If the Employer and an Employee cannot agree on a mutually acceptable time, either party may demand payout of the amount owing and close out the bank account.

If a work slowdown extends beyond twenty-eight (28) days, Employees will be severed in accordance to the Severance provisions in the CBA (subject to change based on 2016 Negotiations).

4) Vacation:

Vacation requests during specific work assignments may not be granted. Where possible, vacation requests should be submitted prior to the commencement of the work assignment in which the vacation request would fall.

Vacation requests for Temporary Transfers working for the Expanded Mining Field Division will not be granted.

At the expiration of six (6) months following the implementation of this LOU, the parties will meet to discuss any issues arising out of this Letter of Understanding and where required renegotiate required terms.

(16-03) RE: Welders/Machinists D14 Recall Rights to the COE

Nothing in this Letter of Understanding (LOU) shall be construed as altering the existing terms and conditions of the Collective Agreement. This LOU only applies to the Welders and Machinists from D14 who are laid off no later than June 30, 2016. The purpose of this Letter of Understanding is to summarize the understanding reached between the Employer and the Union in providing the first right of refusal for future Welding and Machinists positions required at the COE. The Parties have agreed to the following:

- Time frame: June 30, 2016 to June 30, 2017. This LOU will expire on July 1, 2017.
- If there are COE Welders and Machinists on the recall list, they will be recalled to the COE prior to D14 Employees being considered. However, D14 Welders and Machinists will be provided the first right of refusal over Employees on recall from all other Branches.

(16-06) Re: Material Supply Assistants (MSA's) Grand Prairie Branch (D10 & D11)

This agreement is on a without prejudice or precedent basis. Nothing in this letter of understanding shall be construed as altering the existing terms and conditions of the Collective Agreement except as specified below. The purpose of this Letter of Understanding is to summarize the understanding reached between the Employer and the Union regarding starting the Material Supply Assistants (MSA's) at Grand Prairie (D10 and D11) between 04:00am – 5:59am. This shift will be added for the Branch MSA to receive parts prior to the Branch opening to service our customers.

1) Shift Times:

MSA's will rotate through the following shifts on weekly basis:

- 04:00am – 12:30pm (M-F), 04:30am – 13:00pm, 05:00am – 13:30pm and/or 05:30am – 14:00pm
- 06:00am – 14:30pm (M-F)

- 08:00 am – 16:30pm (M-F)
- 09:00 am – 17:30pm (M-F)

Selection to start work between 04:00am and 05:59am will first come from volunteers, failing any volunteers coming forward; Employees will follow the above-mentioned schedule.

2) Shift Premiums:

The Midnight Shift Premium as outlined in Schedule “D” will be paid for all hours worked for shifts starting between 04:00am and 05:59am

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

(17-01) Re: Temporary Transfers, Recalls and Permanent Positions

This agreement will be on a without prejudice or precedent basis. Nothing in this letter of understanding shall be construed as altering the existing terms and conditions of the Collective Agreement except as specified below. The purpose of this Letter of Understanding is to summarize the understanding reached between the Employer and the Union regarding the process around temporary assignments, recalls and permanent positions.

The Parties have agreed to the following:

Temporary Assignments:

Filling Temporary Assignments – Not to exceed 90 days in duration without Union approval (Ekati 120 days)

When a Facility within a branch has a shortage of work or a short-term increase in workload, in order to react quickly to meet work load needs and to mitigate layoffs the Employer will utilize the following steps:

Step 1): Provisions of Schedule B

The Employer may transfer an Employee to another area within that department or Facility to another department or Facility in the same job classification within the Branch, when there is a shortage of work or a short-term increase in workload.

*For the Edmonton and Fort McMurray Branches, Schedule B would also include the transfer of Field Mechanics to Shop and Shop Mechanics to Field, however, these transfers are NOT to exceed thirty (30) days in duration. The Union will be notified of these transfers.

If there are no Employees available to transfer from Facility to Facility within the Branch proceed to Step 2.

Step 2): Branch Recall List

The Employer will recall Employees on layoff from within the Branch.

If there is no recall list or recall list is exhausted proceed to step 3.

Step 3): Temporary (Temp) Transfer of Active Employee from other IAM 99 Branches

Process:

1. Manager sends temp transfer request to ALL IAM99 facilities.
2. Facilities respond providing the names of those who are able to go
3. Manager selects Employee from the names of those who are provided in accordance with Article 5.05.

Selected Employee(s) is(are) transferred in accordance with Article 5.15. Temp transfers do not extend beyond 90 days in duration or 120 days for Ekati. All temp transfer extensions require authorization from the Union.

If there are no Employees are available to temp transfer from other IAM 99 Branches proceed to Step 4.

Step 4) Temporary (Temp) Transfer of Laid off Employees from other IAM 99 Branches:

By skill, ability and seniority, the Employer will ask Employees from other branches recall lists if they want a temp transfer to another branch for a temporary assignment. As the Employee doesn't formulate part of the receiving branch, the Employee is not being "recalled" and as such recall rights are NOT extended. (Employees can't be recalled to a branch in which they weren't laid off from.)

Note: These appointments are not to exceed 90 days in duration

Permanent Positions:

1) If there is a recall list for the branch:

Employees will be recalled in order of seniority from the branch seniority list.

– Employees only have layoff and recall rights within their branch seniority list. Employees can't be recalled to another seniority list.

2) If there is no recall list or recall list is exhausted:

Position is posted in accordance with Article 5.05. Selection in accordance with the provisions in 5.04 (if applicable).

Example: Calgary Power Systems and Calgary General Line:

Calgary General Line has a permanent position to fill. Calgary General Line exhausts their recall list. The position will be posted and the provisions of Article 5.04 will apply. If an applicant from Calgary Power applies, as they are internal to the Calgary Branch, they will receive preference to the position over those applicants outside the Branch.

The parties will agree to meet within fourteen (14) days of any issues arising from the application of this LOU.

(17-02) Re: Layoff Classification-Estimators

This agreement will be on a without prejudice or precedent basis. Nothing in this letter of understanding shall be construed as altering the existing terms and conditions of the Collective Agreement except as specified below. The purpose of this Letter of Understanding is to summarize the understanding reached between the Employer and the Union regarding the designated layoff classification for Estimators:

For the purposes of layoff, all Estimators, will remain in their primary journeyman ticket layoff classification. Estimators will remain their designated layoff classification in order of seniority.

Example: If A Journeyman Parts Employee is awarded an Estimator position, for purposes of layoff, the Employee would fall to the PTA layoff classification.

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

(17-03) Re: Compressed work week, 10 hour/day, 4 days/week at D18 Shop

This agreement will be on a without prejudice or precedent basis. Nothing in this letter of understanding shall be construed as altering the existing terms and conditions of the Collective Agreement except as specified below. The purpose of this Letter of Understanding is to summarize the understanding reached between the Employer and the Union regarding the agreement to add a four (4) day ten (10) hour/day compressed work for the shop in West Edmonton Branch (D18).

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

The following alternating shift arrangement will be observed:

- Two (2) weeks of Monday – Thursday – ten (10) hours/day followed by;
- Two (2) weeks of Tuesday to Friday - ten (10) hours/day

The Employer will endeavor to maintain a consistent start time, however, to ensure operational requirements are met, shift change notice as per Article 6.02 may apply.

1) Statutory Holidays:

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

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

2) Rest Breaks:

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

3) Overtime:

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

4) Vacation:

The Employee will 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.

5) Sick Time:

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

6) Selection:

Employee's choosing to work on this shift schedule will come from volunteers from the facility. However, a minimum of five (5) volunteers are required for the Tuesday to Friday shift. If there are not enough volunteers then this shift will not be implemented.

All other conditions of employment are as per the Collective Agreement. It is understood, either party may elect to dissolve this LOU at the expiration of the three (3) month term of this LOU.

(17-04) Re: COE Continuous Shift Rotation

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

as specified below.

The purpose of this Letter of Understanding is to summarize the understanding reached between the Employer and the Union regarding COE's operational requirements to use a 7x7 continuous shift 12 hours per day to meet Finning's commitment to deliver to our customers. The continuous shift will not exceed a total of twenty-four weeks. If the duration between the two job sets exceeds six (6) weeks in duration, the Employees will revert back to their regular schedule shifts. This LOU is only applicable to Welders. This shift is anticipated to commence around May 24, 2017 and it's understood this shift cycle will start on Wednesday.

Hours of Work: The 7x7 continuous shift will be 12 hours per day and with equal number of days off. Day shift will commence between 6:00 a.m. and 6:30 p.m.

Selection: Will be in accordance with the language set forth in Schedule B.

It is understood between both parties, twenty-four (24) Welders will move to this shift as required.

This LOU is subject to errors and omission from the May 2, 2016 discussion. All other terms and conditions will be as per the Collective Agreement.

(17-05) Re: Mr. Daniel Gagne - Afternoon Shift- Compressed work week, 10 hour/day, 4 days/week at D18 Track Shop

This agreement will be on a without prejudice or precedent basis. Nothing in this letter of understanding shall be construed as altering the existing terms and conditions of the Collective Agreement except as specified below. The purpose of this Letter of Understanding is to summarize the understanding reached between the Employer and the Union regarding the agreement to add an Afternoon Shift-Compressed work week, 10 hour/day, 4 days/week at D18 Track for Mr. Daniel Gagne.

Dan's terms and conditions for working the compressed work week will be as follows:

The following alternating shift arrangement will be observed:

Tuesday to Friday - ten (10) hours/day Afternoon shift

This is an afternoon shift and the Employer will endeavor to maintain a consistent start time, however, to ensure operational requirements are met, shift change notice as per Article 6.02 may apply.

1) Statutory Holidays:

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

2) Rest Breaks:

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

3) Overtime:

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

4) Vacation:

Dan will have vacation paid at straight times rates for 10 hours per vacation day for a total of 40 paid hours per week when on vacation.

5) 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, based on 40 hours/week.

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

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	1	2	3	4	5	6			1	2	3	4								1
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29
														30						
JULY							AUGUST							SEPTEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3	1	2	3	4	5	6	7
7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14
14	15	16	17	18	19	20	11	12	13	14	15	16	17	15	16	17	18	19	20	21
21	22	23	24	25	26	27	18	19	20	21	22	23	24	22	23	24	25	26	27	28
28	29	30	31				25	26	27	28	29	30	31	29	30					
OCTOBER							NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5						1	2	1	2	3	4	5	6	7
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14
13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				