

MEMORANDUM of AGREEMENT

BY AND BETWEEN:

FINNING (Canada)
a division of FINNING International

and

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



Ratification Date: TBD

Contained herein are the proposed changes to the May 1, 2019 to April 30, 2022 Collective Agreement, which shall constitute the full terms and conditions of settlement for a new Collective Agreement between the Company and the Union.

This Memorandum is subject to ratification by the bargaining unit employees.

The terms and conditions constituting the full agreement shall be as follows:

1. All terms and conditions as attached in this Memorandum of Agreement.
2. All terms and conditions of the 2019 - 2022 Collective Agreement, except as expressly modified by this Memorandum.
3. All terms and conditions shall become effective date of ratification, unless otherwise expressly stated in the Memorandum, subject to ratification by the bargaining unit employees.
4. Both the Union and Company bargaining committees endorse the Memorandum and recommend acceptance of this Memorandum.
5. Errors and omissions excluded.

ARTICLE 4 – SENIORITY

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

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 LAYOFF

- 5.06** Employees in the Edmonton, Red Deer, Calgary, and Grande Prairie Power Systems Divisions will be separated from the main shops for the purpose of layoff.

Furthermore, the separation of the Power Systems Division Employees currently in ~~Grande Prairie~~Red Deer will take effect at the end of this agreement. This will give Employees the opportunity to post to other ~~Grande Prairie~~Red Deer positions if they so choose.

- 5.08** The mandatory recall period will be effective for fifty-two (52) weeks following layoff. The Employer may selectively recall an Employee for an additional 26 weeks after the mandatory recall period has expired. The Employer reserves the ability to recruit externally during this period. Anyone recalled will have their original seniority reinstated and entitled to benefits accordingly.

5.14 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 per diems as per Article 11 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, for more than five (5) working days, 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, via email, of all Temporary Transfers. Temporary transfers will not extend past one hundred and twenty (120) days without Union approval.

ARTICLE 6 – HOURS OF WORK AND OVERTIME

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

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

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

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.

The Employer agrees ~~adequate~~ notice shall precede the effective date of any schedule changes. ~~Adequate~~ ~~a~~Notice will be the length of an Employee's regular work schedule to a maximum of seven (7) calendar days. (Examples: Employees on a Monday to Friday shift – five (5) days' notice, Employees on 6 x 6 schedule – six (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.

6.03 The normal workday consists of eight (8) hours, and the normal workweek consists of forty (40) hours, Monday through Friday. Hours worked in excess of eight (8) hours per day or forty (40) hours per week will be paid at the applicable 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 (i.e. Tuesday to Saturday). Overtime hours worked on Saturday, 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).

- (i) For the following Branches: Calgary, Edmonton, Grande Prairie and Yellowknife, the following shift configurations may be utilized:
- (ii) 6X6 (Field) and 7X7 (Shop/~~Field~~) ~~consisting of eleven and a half (11.5) hours straight time and one and a half (10.5) hours at applicable overtime rates.~~ Employees working on a continuous shift, please refer to Article 26 Continuous Shifts.
- (iii) Continuous shifts will be filled on the basis of volunteers within the Facility. However, if there are insufficient volunteers, the Employee with the shortest length of service within the Facility will be assigned to the new shift.

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

For time off during slow periods a maximum of three hundred and twenty one hundred and sixty (160 320) hours may be banked. These hours may be used in any calendar year under the terms set out below:

- (i) Banked hours cannot be taken in prime vacation period or added to regular holidays during the prime

vacation period. ~~Under no circumstances can be~~ Banked time may be used as sick pay once sick/flex time has been exhausted.

(ii) 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.

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

~~(iv) 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.~~

~~(v)(iv)~~ Banked overtime cannot be accumulated on temporary transfers.

~~(vi)(v)~~ Banked time hours will be banked in full. Example: Employee works two (2) hours of overtime at time and half, Employee can then elect to bank two (2) hours which would place three (3) hours into the bank at their straight time base rate.

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

~~(viii)(vii)~~ Retroactive pay adjustments for hours banked during retroactive period will be made in a lump sum on one pay cheque. The hours and amount in the bank will not change.

~~(ix)(viii)~~ Bank time will be paid out at a "Blended" rate (Average - Banked Time Dollars divided by Banked Time Hours) ~~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.~~

~~(x)(ix)~~ Straight time cannot be banked, only overtime can be banked.

~~(xi)(x)~~ Banked time may be used for appointment time when prearranged with their Supervisor.

~~(xii)(xi)~~ Monetary (as opposed to hours banked out) withdrawals from bank can only be done a maximum of ~~four~~^{two} (42) times/year – if there is a ~~fifth~~^{third} (5th 3rd) request the entire bank will be withdrawn.

ARTICLE 7 – SATURDAYS, SUNDAYS, AND HOLIDAY PAY

7.01 ~~Overtime hours worked on Saturday or Sunday will be at two (2) times the regular hourly rate. 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.~~

ARTICLE 8 – PAID HOLIDAYS

8.01 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.

*Truth and Reconciliation Day (Sept 30) is not part of the Memorandum, but will be applied by the Employer as long as it remains in the Canada Labour Code.

Statutory Holiday Schedule	2022 2019	20 23 20	20 24 21	20 25 22
New Year's Day	Monday – Jan 3 Tuesday – Jan 4	Monday Jan 2 Wednesday – Jan 4	Monday Friday – Jan 1	Monday Wednesday – Jan 13
Family Day (AB only)	Monday – Feb 21 Monday – Feb 18	Monday – Feb 20 17	Monday – Feb 19 15	Monday – Feb 17 21
Good Friday	Friday – April 15 Friday – April 19	Friday – April 7 10	Friday – March 29 April 2	Friday – April 18 15
Victoria Day	Monday – May 23 Monday – May 20	Monday – May 22 18	Monday – May 20 24	Monday – May 19 23
Aboriginal Day (NWT only)	Tuesday – June 21 Friday – June 24	Wednesday Monday – June 21 22	Friday Monday – June 21	Monday Tuesday – June 23 24
Canada Day	Friday – July 1 Monday – July 4	Monday Wednesday – July 31	Monday Thursday – July 1	Tuesday Friday – July 1
Citizen's Day	Monday – Aug 1 Monday – Aug 5	Monday – Aug 7 3	Monday – Aug 5 2	Monday – Aug 4 1
Labour Day	Monday – Sept 5 Monday – Sept 2	Monday – Sept 4 7	Monday – Sept 2 6	Monday – Sept 1 5
<u>*Truth & Reconciliation Day (NWT Only)*</u>	<u>Friday – Sep 30</u>	<u>Monday – Oct 2</u>	<u>Monday – Sep 30</u>	<u>Tuesday – Sep 30</u>
Thanksgiving	Monday – Oct 10 Monday – Oct 14	Monday – Oct 9 12	Monday – Oct 14 11	Monday – Oct 13 10
Remembrance Day	Friday – Nov 11 Monday – Nov 14	Monday Wednesday – Nov 13 14	Monday Thursday – Nov 11	Tuesday Friday – Nov 11

Christmas Eve	Monday – Dec 26 Tuesday – Dec 24	Monday/Thursday – Dec 25 4	Tuesday/Friday – Dec 24	Wednesday/Tuesday – Dec 24 27
Christmas Day	Tuesday – Dec 27 Wednesday – Dec 25	Tuesday/Friday – Dec 26 5	Wednesday/Monday – Dec 25 27	Wednesday/Thursday – Dec 25 28
Boxing Day	Wednesday – Dec 28 Thursday – Dec 26	Wednesday/Monday – Dec 27 28	Thursday/Tuesday – Dec 26 28	Friday/Monday – 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. When an Employee takes vacation on the scheduled Statutory Holiday, they will have the option to receive vacation pay for the day.
- (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.

*Truth and Reconciliation Day (Sept 30) is not part of the Memorandum, but will be applied by the Employer as long as it remains in the Canada Labour Code.

Statutory Holiday Schedule	2022 2019	2023 20	2024 21	2025 2022
New Year's Day	Saturday – Jan 1 Tuesday – Jan 1	Sunday/Wednesday – Jan 1	Monday/Friday – Jan 1	Wednesday/Saturday – Jan 1
Family Day (AB only)	Monday – Feb 21 Monday – Feb 18	Monday – Feb 20 Monday – Feb 17	Monday – Feb 19 Monday – Feb 15	Monday – Feb 17 Monday – Feb 21
Good Friday	Friday – April 15 Friday – April 19	Friday – April 7 Friday – April 10	Friday – March 29 Friday – April 2	Friday – April 18 Friday – April 15

Victoria Day	Monday – May 23 <u>Monday – May 20</u>	Monday – May 22 <u>Monday – May 18</u>	Monday – May 20 <u>Monday – May 24</u>	Monday – May 19 <u>Monday – May 23</u>
Aboriginal Day (NWT only)	Tuesday – June 21 <u>Friday – June 21</u>	Sunday <u>Wednesday – Jun 21</u>	Monday <u>Friday – June 21</u>	Saturday <u>Tuesday – June 21</u>
Canada Day	Friday – July 1 <u>Monday – July 1</u>	Wednesday <u>Saturday – July 1</u>	Monday <u>Thursday – July 1</u>	Tuesday <u>Friday – July 1</u>
Citizen's Day	Monday – Aug 1 <u>Monday – Aug 5</u>	Monday – Aug 7 <u>Monday – Aug 3</u>	Monday – Aug 5 <u>Monday – Aug 2</u>	Monday – Aug 4 <u>Monday – Aug 1</u>
Labour Day	Monday – Sept 5 <u>Monday – Sept 2</u>	Monday – Sept 4 <u>Monday – Sept 7</u>	Monday – Sept 2 <u>Monday – Sept 6</u>	Monday – Sept 1 <u>Monday – Sept 5</u>
<u>*Truth & Reconciliation Day (NWT Only)*</u>	Friday – Sep 30 <u>Friday – Sep 30</u>	Saturday – Sep 30 <u>Saturday – Sep 30</u>	Monday – Sep 30 <u>Monday – Sep 30</u>	Tuesday – Sep 30 <u>Tuesday – Sep 30</u>
Thanksgiving	Monday – Oct 10 <u>Monday – Oct 14</u>	Monday – Oct 9 <u>Monday – Oct 12</u>	Monday – Oct 14 <u>Monday – Oct 11</u>	Monday – Oct 13 <u>Monday – Oct 10</u>
Remembrance Day	Friday – Nov 11 <u>Monday – Nov 11</u>	Saturday <u>Wednesday – Nov 11</u>	Monday – Nov 11 <u>Thursday – Nov 11</u>	Tuesday – Nov 11 <u>Friday – Nov 11</u>
Christmas Eve	Saturday – Dec 24 <u>Tuesday – Dec 24</u>	Sunday <u>Thursday – Dec 24</u>	Tuesday <u>Friday – Dec 24</u>	Wednesday <u>Saturday – Dec 24</u>
Christmas Day	Sunday – Dec 25 <u>Wednesday – Dec 25</u>	Monday <u>Friday – Dec 25</u>	Saturday <u>Wednesday – Dec 25</u>	Thursday <u>Sunday – Dec 25</u>
Boxing Day	Monday – Dec 26 <u>Thursday – Dec 26</u>	Tuesday <u>Saturday – Dec 26</u>	Thursday <u>Sunday – Dec 26</u>	Friday <u>Monday – Dec 26</u>

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) hours 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 7 x 7 shifts. Other shift variations are similar, however the applicable hour averaging formula will apply as per Clause 26.04

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>12</u>	<u>11.5</u> <u>12</u>	<u>11.5</u> <u>12</u>	<u>11.5</u> <u>12</u>	<u>11.5</u> <u>12</u>	<u>11.5</u> 12	<u>11.5</u> 8	<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> 4							
<u>NO Stat Credit Application</u>														

Statutory Holiday Falls on Days Off

<u>7 x 7 Shift</u>	<u>Day1</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>12</u>	<u>11.5</u> <u>12</u>	<u>11.5</u> <u>12</u>	<u>11.5</u> <u>12</u>	<u>11.5</u> <u>12</u>	<u>11.5</u> 12	<u>3.50</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>0.5 12</u>						<u>12 hrs Stat Pay</u>	
<u>Stat Credit Application</u>							<u>8 hrs of Stat Credit is applied on this day</u>						<u>8 hrs of Stat Credit</u>	

More than one Statutory Holiday falls on Days Off

<u>7 x 7 Shift</u>	<u>Day 1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>
<u>S/T</u>	<u>11.5 12</u>	<u>11.5 12</u>	<u>11.5 12</u>	<u>11.5 12</u>	<u>11.5 12</u>	<u>7.4</u>	<u>0</u>	<u>Off</u>	<u>Off</u>	<u>Off</u>	<u>Off</u>	<u>Stat Holiday</u>	<u>Stat Holiday</u>	<u>Off</u>
<u>O/T</u>	<u>0.5</u>	<u>0.5</u>	<u>0.5</u>	<u>0.5</u>	<u>0.5</u>	<u>4.5+ 0.5 8</u>	<u>11.5 +0.5 12</u>					<u>12 hrs Stat Pay</u>	<u>12 hrs Stat Pay</u>	
<u>Stat Credit application</u>	-	-	-	-	-	The remaining <u>4.5 8</u> hours of Stat Credit is applied on this day	<u>11.5 8</u> hrs of Stat Credit is applied on this day	-	-	-	-	<u>8 hrs Stat Credit</u>	<u>8 hrs Stat Credit</u>	-

When more than one Statutory 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 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.

ARTICLE 9 – VACATION WITH PAY

9.02 Vacation requests submitted prior to March 1st April 15th of the current vacation year will be governed by seniority preference. These All vacation requests will be responded to by April 1st May 15th of the current vacation year.

Requests after March 1st April 15th will be considered on a first come first serve basis. These 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 in consultation with the affected employee if necessary.

Vacation period requests of less than five (5) days are subject to workload conditions and require express approval of the Supervisor.

- 9.05** Employees who have been employed continuously for specified periods are eligible for paid vacation as specified in the table below. The entitled weeks will be made visible on the 1st pay period of the year. Carryover vacation in excess of 40 hrs will be paid out on the second cheque in March.

Employment Period	Vacation Entitlement	
Less than 2 years	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
12 3 years or more	5 weeks	10.0% of gross earnings
17 8 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 during the prime vacation period of July and August, ~~however with mutual agreement~~ Outside of the prime vacation period, Employees may choose to have vacation paid at a minimum of eight (8) hours per day.

- 9.07** ~~An Employee is not allowed to work in lieu of taking annual vacation.~~

ARTICLE 11 – GENERAL PROVISIONS

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

Employees, with the exception of those noted below, are eligible for a (~~May 1, 2013 – \$300~~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/Runners assigned, or instructed to use, Field Trucks on a regular basis and Yard-persons are eligible for a (~~May 1, 2013 – \$500~~350.00) allowance towards the expense of new safety footwear, to compensate for the purchase of a CSA approved winter work boot.

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

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

Tool Allowances:

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

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 prorated monthly basis (any partial month worked will be considered a full month worked).

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

This will be provided to Employees through the payroll effective May 1st of each year. This will be a taxable benefit where the Employee has the ability to purchase any brand of tools. To qualify, the Employee must have completed their probationary period of one-hundred and twenty (120) days.

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.

11.11 When work is required to be performed in temperatures below -~~15~~ 25 Celsius, adequate protection and some form of heat will be ~~made available~~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.

11.16 The parties recognize that work performed by both Finning (Canada) & TCRS has traditionally crossed over the two (2) organizations. However, as a result of the integration, the TCRS Business Division will ~~attempt to~~ only work on the internal (TCRS owned) equipment listed below for the purpose of repair:

- All sizes and series of Skid Steers (Backhoe Loaders, Telehandlers and Straight Mast Forklifts)
- Single drum compaction rollers 84' and smaller
- Double drum compaction and smaller
- Excavators 319 series and smaller
- Dozer: D5 and smaller
- Wheel Loader 926 loader and smaller
- Generator 125 KW and smaller
- All other non-CAT or "Allied" rental products that TCRS owns within its rental fleet.

If TCRS Business Division Employees perform work other than the work described above, the employee (s) affected will receive the equivalent Finning rate. a conversation will take place between the Company and a Union Representative to review the merits of the situation.

ARTICLE 13 – RATES OF PAY

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

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

<u>\$4,000.00 (Gross)</u>	<u>Payable upon Ratification</u>
<u>4.02.75% General Increase</u>	Effective May 1, 20 <u>22</u> 19
<u>3.02.50% General Increase</u>	Effective May 1, 20 <u>23</u> 20
<u>2.02.25% General Increase</u>	Effective May 1, 20 <u>24</u> 21

- a) The rate of pay for semi-skilled roles will freeze for the duration of the collective agreement for new employees hired after **enter date here** (date of ratification). Employees in semi-skilled roles as of **enter date here** (date of ratification) will be “Grandfathered”. “Semi-Skilled” is defined in Schedule “A” as all Classifications in Categories “C & D”

- 13.02** In the event that work ~~e~~C classifications other than those set forth in Schedule “A” are instituted, the Employer and the Union shall meet ~~to~~and negotiate a rate of pay and Classification to be set forth in schedule “B” for such work.

- 13.05** Payday shall be every second week on Friday. All accumulated earnings and work hours reported in a two (2) week period shall be remitted on the payday of the week following the pay period. Any errors or omissions shall be paid on a separate deposit within seven (7) working days of the Employer being notified of the error. If the Employee can substantiate any losses as a result of these errors, the Employer agrees to make the Employee whole in all respects. The Employee must submit details of the error in writing to their Supervisor or designate. The Employer will provide pay notifications in compliance with Employment Standards.

ARTICLE 15 – GROUP INSURANCE, SICK BENEFITS AND BEREAVEMENT LEAVE

- 15.01** Entitlement to benefits in this clause commence as follows:

Benefit Entitlement:

Benefit	First of the month following the completion of the 120 day probation period	First of the month following six (6) months of employment
Provincial / Territorial Health Care Premium Coverage	Yes	Continues

Extended Health Coverage Plan	Yes	Continues
Long Term Disability	Yes	Continues
Dental Plan Coverage	No	Yes
Accidental Death & Dismemberment	No	Yes
Life Insurance	No	Yes
Optional Insurance	No	Yes

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

A benefit review committee will be set up to discuss coverage levels, premiums, and concerns about benefits coverage on an on-going basis and will be comprised of three (3) representatives (1 Business Representative, 2 hourly members) from the Union and three (3) representatives from the Employer. The committee will meet two (2) times per year.

Any changes will be discussed in the Fall Benefit review meeting. If benefit premiums are found to be insufficient, the Employer shall approach the Union's Business Representative(s) and two (2) hourly members to hold a meeting to justify, through documentation and discussion, the reason for the increase. Any such increases will be discussed in the Fall Benefit review meeting.

15.02 Group Insurance:

Coverage	Employer Pays	Employee Pays
Provincial / Territorial Health Care Insurance Coverage	100% of premium	
Extended Health Insurance Plan (SunLife #25243)	75% of premium	25% of premium
Dental Plan (SunLife #25243)	75% of premium	25% of premium
Life Insurance Plan (SunLife #56243)	100% of premium	100% of optional coverage
Accidental Death & Dismemberment Plan (AIG Assurance – 9029958)	100% of premium	100% of optional coverage
Long-term Disability (SunLife #56243)		100% of premium

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

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 fifty percent (50%) of earnings up to a maximum of 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.

~~15.02(a) — If benefit premiums are found to be insufficient, the Employer shall approach the Union's Business Representative(s) and Executive to hold a meeting to justify, through documentation and discussion, the reason for the increase. Any such increases will be forwarded to the Union by October.~~

15.03 Sick/Flex Leave Benefits

Sick/Flex 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-six~~(46) hours of Sick/Flex ~~sick~~ leave credits, and will accumulate ~~four-six~~ (64) hours per month thereafter to a maximum of ~~forty-fifty-six~~ (4056) hours. On January 1st of each year thereafter, Employees will receive credit for ~~forty-fifty-six~~ (4056) hours' ~~sick~~Sick/Flex leave to apply to the current years' service. Sick/Flex ~~Sick~~ leave credit will be maintained but not accumulated during layoff. Sick/Flex ~~Sick~~ leave credit will be accumulated while on Short-Term Disability, Long-Term Disability or WCB.

For compressed work week shifts, after working two (2) consecutive months, an Employee will have earned ~~five seven~~(57) hours of Sick/Flex ~~sick~~ leave credits and will accumulate ~~five-seven~~(57) hours per month thereafter to a maximum of ~~fifty-seventy~~ (5070) hours. On January 1st of each year thereafter, Employees will receive credit for ~~fifty-seventy~~ (5070) hours Sick/Flex ~~sick~~ leave to apply to the current years' service. Sick/Flex ~~Sick~~ leave credit will be maintained but not accumulated during layoff. Sick/Flex ~~Sick~~ leave credit will be accumulated while on Short-Term Disability, Long-Term Disability or WCB.

For continuous shifts, after working two (2) continuous months, an Employee will have earned ~~six-eight~~(86) hours of Sick/Flex ~~sick~~ leave credits and will accumulate ~~six-eight~~ (68) hours per month thereafter to a maximum of ~~sixty-eighty-four~~ (6084) hours. On January 1st of each year thereafter, Employees will receive credit for ~~sixty eighty-four~~ (6084) hours Sick/Flex ~~sick~~ leave to apply to the current years' service. Sick/Flex ~~Sick~~ leave credit will be maintained ~~butby~~ not accumulated during layoff. ~~Sick-Sick/Flex~~ 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/Flex ~~sick~~ leave allotment reduced by the number of hours not worked during that day.

Sick/Flex Sick leave ~~is not to may~~ be used for ~~any purpose other than~~ legitimate illness, ~~and/or~~ for Doctor ~~and/~~ Dentist appointments, mental health, or any other pre-arranged commitments (can be taken in one (1) hour increments). Sick/Flex 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/her Department Supervisor of absence due to illness or usage of flex time prior to the start of their shift.

All Sick/Flex sick days not used can be accumulated to a maximum of ~~fourthree~~ hundred (~~400300~~) hours. This maximum is inclusive of the current year's eligibility. The Employee may also choose to delay STD payments with the use of accumulated Sick/Flex sick leave, however the STD process must still be followed.

It is understood that for pre-arranged & approved medical procedures, and/or sickness requiring hospitalization, the usage of Sick/Flex hours will be waived upon employee request, and STD approval.

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

[NOTE]; Any reference to "sick" throughout the Collective Agreement will be recognized as "Sick/Flex" per clause 15.03.

15.03 (a) Short-Term Disability Benefits:

The Employer agrees to maintain an Employer paid Short-Term Disability plan, and all Employees covered by this Agreement shall be entitled to benefits subject to the terms of the plan, as outlined by the provider, and 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 Disability 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 attending physician providing the required 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.

For occupational illnesses and/or injuries ~~prior to September 2018~~, Employees 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.

ARTICLE 19 – UNION RIGHTS

19.05 Where investigative meetings may lead to discipline, suspension, or termination and in the event of discipline,

suspension or termination, the Employee is entitled to Union Steward representation, which Steward will be the Employee's choice, where reasonable and-if available.

ARTICLE 22 – SEVERANCE PAY

- 22.01** Severance ~~pay~~ shall be paid to an Employee in the amount of ~~onethree (13)~~ weeks for every four (4) months of per completed ~~year of~~ service to a maximum of one hundred and four (104) weeks in the event of layoff, along with the final earnings paycheck.
- 22.02** Severance pay is due to an Employee immediately upon layoff. If an Employee is recalled within the mandatory 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.
- 22.05** If the Employer rehires anyone when more than ~~fifty-two~~ seventy-eight (7852) weeks has elapsed since layoff, that person would be treated as a newly hired Employee.

ARTICLE 23 – DURATION & RETROACTIVITY OF AGREEMENT

- 23.01** It is understood and agreed between the parties hereto that they will commence bargaining for a new Collective Agreement to follow this one on or about January 31, 202~~5~~2 and if they fail to conclude a new Collective Agreement before April 30, 202~~5~~2 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, 202~~5~~2 until the date of the ratification of the new Collective Agreement provided there is no Strike. All retroactivity on other proposals will be determined upon signing of a Memorandum of Agreement.
- 23.02** This Agreement shall be effective from May 1, 20~~22~~19 until April 30, 202~~5~~2 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. An Employee's wage will be red-circled for a period of twelve (12) months, after which the Employee's wage will adjust to that of the position they are occupying. The restrictions in Clause 5.02 will not apply.

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.

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

<u>Region</u>	<u>May 1, 2022 - April 30, 2023</u>	<u>May 1, 2023 - April 30, 2024</u>	<u>May 1, 2024 - April 30, 2025</u>
<u>Central / Southern</u>	<u>\$ 111.76</u>	<u>\$ 115.11</u>	<u>\$ 117.41</u>
<u>Grande Prairie</u>	<u>\$ 117.35</u>	<u>\$ 120.87</u>	<u>\$ 123.29</u>
<u>N.W.T.</u>	<u>\$ 125.17</u>	<u>\$ 128.92</u>	<u>\$ 131.50</u>
<u>Oilsands / Wood Buffalo</u>	<u>\$ 140.89</u>	<u>\$ 145.12</u>	<u>\$ 148.02</u>

ARTICLE 26 – CONTINUOUS SHIFTS

26.04 ~~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 (11.5) hours straight time, one and a half (0.5) hours overtime as 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).~~

a) The shift schedule will be one of the following:

- i) 14 days “on” 14 days “off” working twelve (12) hour shifts. Overtime rates will apply to all hours worked beyond one hundred and sixty (160) hours in a four (4) week schedule.
- ii) 12 days “on” 12 days “off” working twelve (12) hour shifts. Overtime rates will apply to all hours worked beyond one-hundred-thirty-six and one-half (136.5) hours on a twenty-four (24) day schedule.
- iii) 7 days “on” 7 days “off” working twelve (12) hour shifts. Overtime rates will apply to all hours worked beyond eighty (80) hours in a two (2) week schedule.
- iv) 6 days “on” 6 days “off” working twelve (12) hour shifts. Overtime rates will apply to all hours worked beyond sixty-eight and one-quarter (68.25) hours on a twelve (12) day schedule.

There may be an opportunity to work other shifts as agreed to between the Union and Management.

b) 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 towards the appropriate work schedule.

c) Sick/Flex/Vacation hours paid will count towards the appropriate work schedule.

ARTICLE 27 – UNION MANAGEMENT RELATIONSHIP

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 24 weeks 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.

ARTICLE 28 – REGIONAL HOURLY WAGE ADJUSTMENT

It is understood that the purpose of the adjustment is an attempt to attract and retain qualified Employees at the location. ~~The RWA will be added to the hourly rate and reflected in schedule A. The Regional Hourly Wage Adjustment is not payable for temporary transfers.~~

- a) The adjustment to be 12% of the hourly rate and apply to both standard and overtime hours for Employees hired prior to the ratification of the CBA. Designated locations: Fort McMurray (Municipality of Wood Buffalo), Inuvik, Hay River, Yellowknife and Ekati, including Employees attached to these Branches.
- b) 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.

TCRS:

LOCATIONS	TODAY
Fort McMurray / Wood Buffalo	\$6.77 / hour
Grande Prairie	\$0.87 / hour

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

ARTICLE 29 – TWELVE-HOUR SHIFT AGREEMENT FOR MUNICIPALITY OF WOOD BUFFALO, OIL SANDS OPERATIONS

29.01 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 days on and 6 days off, in order to comply with National Safety Code (NSC) regulations, 7 days on and 7 days off, 14 days on and 14 days off.
- b. Town Shop: 7 days on and 7 days off and/or 14 days on and 14 days off for those originally Grandfathered on a 12 days on and 12 days off shift.
- c. Mildred Lake: 7 days on and 7 days off and/or 14 days on and 14 days off.
- d. Fort McKay: 7 days on and 7 days off and/or 14 days on and 14 days 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 six (6)~~ or more consecutive days/shifts. Provisions in the site specific LOU's or articles will apply to these employees.

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

Employees listed in the top 10% of the seniority list (as per ~~Clause~~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

29.05 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 and a half (11 ½) hours straight time, and one and a half (½) hour overtime at the base rate for that shift worked. Any hours worked in excess of those in Clause 26.04 will attract the appropriate overtime rates.~~

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 Saturday, Sunday, or on a Statutory Holiday.

29.08 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 days on / 12 days 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 as per Article 9. to this section.

SCHEDULE “A” WAGE CATEGORIES

Position	Adjusted Rate	Rate of Increase
OS TCRS - Yardperson/Warehouse/Shipper/Receiver	\$33.19	4%
OS TCRS - Washbay/Labourer	\$29.96	4%
TCRS - Yardperson/Warehouse/Shipper/Receiver	\$25.85	10%
TCRS - Washbay/Labourer	\$21.71	10%

- AS PER 13.01 (a) The rate of pay for semi-skilled roles will freeze for the duration of the collective agreement for new employees hired after **enter date here** (date of ratification). Employees in semi-skilled roles as of **enter date here** (date of ratification) will be “Grandfathered”. “Semi-Skilled” is defined in Schedule “A” as all Classifications in Categories “C & D”

SCHEDULE “B” LAYOFF AND TRANSFER CLASSIFICATIONS

Layoff due to a lack of work is determined by the criteria set out in Clause 5.05, 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 one hundred and twenty (120) 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.

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)(i) It is understood that Leadhand positions are included in each of the above classifications.~~

SERVICE DEPARTMENT LAYOFF CLASSIFICATIONS	
A.	Apprentice Heavy Equipment Technician

B.	Auto Weld Machine Operator, Track Press Operator
C.	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 1 and Interpreter (Certified)
E.	Lab Technician 2
F.	Labourer, Grandfathered Wash Bay Attendant at existing rates of pay. (Up to a maximum of 750 hours may be applied to an apprenticeship at existing Labourer rate.)
G.	Machinist and Machinist Apprentice
H.	Maintenance Technician Licensed
I.	Maintenance Technician Unlicensed
J.	Painter
K.	Electrician
L.	Resident Field Serviceperson
M.	Toolroom Attendant
N.	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.	Heavy Truck Driver
W.	(SSR) Service Support Representative Ticketed Customer Service Advisor (NWT)
X.	(SSA) Service Support Advisor Non-Ticketed Customer Service Advisor (NWT)
<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
CPA	Parts Journeyperson and Apprentice
<u>PARTS DEPARTMENT LAYOFF CLASSIFICATIONS</u>	
A.	Parts Countersalesperson Journeyperson, Service Supply Clerk 1, Shop Parts Journeyperson, Apprentice
B.	Hydraulic Hose Press Operator
C.	Material Supply Assistant #2
<p>“*”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.</p>	
<p>“**”For the Regional Municipality of Wood Buffalo and Edmonton regions. This classification will be split for the purposes of layoff only.</p>	
<p>“***”<u>To be removed upon expiry of this CBA (May 1, 2025)</u></p>	
<u>TCRS Classifications</u>	
RSVA	Heavy Equipment Technician Apprentice
RSVC	Rental – Heavy Equipment Technician, Rental Mechanic – Ticketed (in other trade, i.e. Automotive)
RSVI	Rental Mechanic – Non-Ticketed
RSVO	Rental Welder and Welder Apprentice
RSVN	Rental Electrician Apprentice
RSVK	Rental Electrician
RSVT	Industrial Tool Technician
RSVR	Instrumentation Engineering Tech

RSVS	Instrumentation Technician and Instrumentation Apprentice
RSVB1	Driver Class 1
RSVB3	Driver Class 3
RSVB5	Driver Class 5
RPTA	Parts Journeyperson and Parts Apprentice
RPTB	Yardperson, Shipper/Receiver, Warehouse
RSVL	Labourer/Washbay

SCHEDULE “C” SPECIAL PROVISIONS

NWT Allowances:

- All Employees who live in the NWT will receive a ~~four hundred three hundred and fifty~~ (\$~~400350~~) dollars per month fuel subsidy per household and will be entitled to one trip out per year per family member to a maximum of seven hundred and fifty (\$750) dollars per family member (taxable).

SCHEDULE “D” SUMMARY OF PREMIUMS FROM COLLECTIVE AGREEMENT OR LETTERS OF UNDERSTANDING

Afternoon Shift / Continuous Shift Night Shift Premium	\$3.50 / Hour
Top 10% entitlement who must work night shift on Customer’s sites (Wood Buffalo Region only)	\$1.00 / Hour added to \$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	\$3.00 / Hour
For all hours worked on this shift	
Midnight Shift Premium	\$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 2.25/ 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>	
<i>NOTE: This will be applied where the Employer requires the Employee to hold two (2) Union and Employer recognized tickets in order to perform their duties.</i>	
Dual Ticket Premium – Power Engineering 4th Class	
<i>Where the Employer requires the Employee to hold both tickets in order to perform 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.	

SERVICE / PARTS RELATED LETTERS OF UNDERSTANDING

The following LOU's are to be deleted;

Reference: Gas Compression Classification

(92-01) RE: Contractor Dues

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

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

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

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

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

(17-31) Re: Temporary Shift Rotation 4 on / 4 off Edmonton Power Systems for Edson/Hinton Customer Support

(17-34) Re: Shift Rotation 6 on / 6 off Grande Prairie Power Systems (D10) Field Service

(18-00) Re: Ten (10) Hour (Afternoon) Shift Agreement for Calgary Facility D34

(18-03) Re: Continuous Shift Agreement – Specific to Peace River (D12)

(18-10) Re: Continuous Shift Agreement – Specific to Calgary Power Systems (D37)

(19-01) Re: Continuous Shift Agreement – Specific to CST Coal

(19-03) RE: Vacation Bank One-Time Pay-Out

(19-04) RE: Expanded Mining Field Division (D14)

(19-05) RE: TCRS Pension

(20-02) RE: Kiewit Project in Yellowknife

(20-03) RE: Hours of work reduction to deal with Covid-19 and Alberta Economy

(20-04) RE: Hours of work reduction to deal with Covid-19 and Alberta Economy-Extension

(20-05) RE: Reference: Article 6.14(xii) Temporary

(21-01) RE: Vacation Bank One-Time Payout

(21-02) RE: Continuous Shift Agreement Specific to Calgary Field Service

The following LOU's are to be renewed without change;

(90-02) RE: Finning Parts Express
(06-12) RE: Working Out of Canada
(10-01) RE: Collicutt Employees
(10-05) RE: Oil Sands / Wood Buffalo Operations – Shift Exceptions
(11-02) RE: HVAC Certification Eligible for Dual Ticket Program
(12-01) RE: Sitech Employees
(12-02) RE: Permitting of Second and Third Year HET Apprentices doing Preventative Maintenance in the Field
(13-04) RE: Field Lubrication Serviceperson
(15-06) RE: Gahcho Kue Mine Operation
(16-06) Re: Material Supply Assistants (MSA's) Grand Prairie Branch (D10 & D11)
(17-02) Re: Layoff Classification-Estimators
(17-35) Re: Suncor Energy Fort Hills (Mobile Maintenance)
(18-07) RE: Compressed Work Week for Grande Prairie D11
(19-06) RE: Women Building Futures – Pilot Project
(19-08) RE: Jordan Thomson Red Circled Rate of Pay(NWT CSA)
(20-01) RE: Diavik Mine Site in Yellowknife
(21-04) RE: 5AM Shift Start Time MSA Calgary

The following LOU's are to be renewed with noted changes;

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 Article 28 Regional Wage Adjustment.

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 ~~Clause Article~~ 11.06 of the Collective Agreement.

4. The marshalling points will be Calgary, 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 ~~5.145-15~~ 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 Calgary, 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. 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 July and August.

9. 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 on a bi-weekly basis.
10. Sick hours paid while on site will count towards one hundred and sixty (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.
11. It is understood by both parties that all Tool Room Attendants, Material Supply Assistants, and apprenticeship positions will be prioritized as deemed “northern hire” positions and first opportunity will be provided to filled from residents of the Northwest Territories, with other applicants subsequently considered only.
12. The Employer agrees that the Heavy Equipment Technician Apprentice and Journeyperson Heavy Equipment Technician layoff classifications are combined for the Ekati site only.
13. 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.

14. 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.

(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, they will be paid first (1st) 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 (2nd) year apprentice rate for their final, fifth (5th) 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 ~~Clause 5.14-5.15~~ will not be applicable.
 - e. Current Employees (including those on layoff) who qualify based on program requirements will be accepted into the programs in accordance with Clause 5.08.~~within twelve (12) months.~~
 - f. Should the Employee require an 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 ThinkBIG 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, they will be paid the same hourly rate as first (1st) 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 (2nd) year apprentice rate for their final, fifth (5th) 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 outline in Clause 5.14 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 Two (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.

(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~~ may 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 (10.5) 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.~~

a) Rest Breaks:

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

~~**26.04** After the first three (3) hours of work, a fifteen (15) minute break;~~

~~26.05 — After six (6) hours of work, a thirty (30) minute break;~~

~~26.06 — After nine (9) hours of work, a fifteen (15) minute break.~~

~~— The total lunch/rest period shall not exceed sixty (60) minutes.~~

~~**b) 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.~~

~~**e) 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.~~

(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 Region.

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 1410 days on and 1410 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 eleven (11) starts instead of ten (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 rates on day 1, and overtime for all hours worked on day eleven (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 eleven (11), at applicable rates.~~

1. 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 two hundred and fifty (\$250) dollars 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.

2. 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.

3. 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.
4. Finning (Canada) will pay housing allowance to all Employees working at the Kearl site who maintain a permanent residence in Municipality of Wood Buffalo.
5. 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 (IOD)
6. 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.
7. Kearl Allowance: Employees will be paid a Kearl allowance of three hundred (\$300) dollars per month that they are employed at the Kearl site ~~and take the customer provided flights~~. If Employees do not report to site for a period extending beyond three (3) months, eligibility will discontinue until the Employee has returned to site.

(17-35) Re: Suncor Energy Fort Hills (Mobile Maintenance)

This Letter of Understanding is on a "Without Prejudice or Precedent" basis and is specific to Finning (Canada) operations at the Fort Hills Site (Suncor Energy) 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:

The Company and Union thereby agree to the following:

- a. The shift rotation at the Fort Hills (Mobile Maintenance) operations as requested by the Customer will be 7 days on and 7 days off rotation. Shift start times will be within the terms and conditions of the Collective Agreement.
- b. All Employees working at the Fort Hills (Mobile Maintenance) 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 two hundred and fifty (\$250) dollars each way for a period not to exceed ninety (90) days.
- c. Fort Hills Allowance: Employees will be paid a Fort Hills allowance of three hundred (\$300) dollars per month that they are employed at the Fort Hills site ~~and take the customer provided flights~~. If Employees do not report to site for a period extending beyond three (3) months, eligibility will discontinue until the Employee has returned to site.
- d. The current marshalling points will be Calgary and Edmonton. Employees will report to the marshalling points at their own expense. Employees who are weathered in or experience aircraft mechanical delays 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 day based on the flight manifest, up to a maximum of twelve (12) hours per day. This time will be classified as time worked.
- e. 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.

(18-04) Re: Continuous (Day/Night) Shift Agreement – Specific to Coal Spur

This agreement is strictly for D17 Employees designated to support Coal Spur. The marshalling point for these positions will be the Coal Spur customer site.

The parties recognize, existing D17 Field/Parts Technicians will support in the onboarding, training, and orientation of the selected incumbents for these positions but will not be scheduled to work the continuous shift rotation or night shift.

Layoff Classification

For the purposes of layoff, HETEmployees working under the terms of this LOU will be classified in the Resident Field Serviceperson classification (SVL), however, will be paid the field service persons rate of pay. This arrangement is for the sole purpose of supporting the Coal Spur customer and is on a without prejudice basis.

The four (4) current Employees are listed below:

- Brad Grant
- Colby Frattinger
- Dan Gottert
- Matthew Hearsey

Living Accommodation

For those not maintaining a resident in Hinton/Edson, the Company or customer will provide and pay for accommodations.

(18-05) Re: TCRS

The following clauses are for TCRS Business Division Employees only and serve as a reference point for applicable clauses that differ from the main collective agreement.

ARTICLE 4 – SENIORITY

4.06 Seniority shall be considered as time worked in the bargaining unit. Former TCRS Employees' seniority date will be the date they are transitioned to Finning (Canada). These Employees will then be ranked based on their original hire date with TCRS.

Any TCRS Employee who transitions to Finning (Canada) will not be required to serve a probationary period. With no probationary period requirement, the probationary rate of pay will not be applicable.

ARTICLE 6 – HOURS OF WORK AND OVERTIME

6.03 Outside of the Wood Buffalo Region ~~The~~ the standard work day shall consist of eight (8) or ten (10) hours and the standard work week shall consist of forty (40) hours.

~~In Fort McMurray, an eleven and a half (11.5) hour work day is also permitted on a seven (7) on and seven (7) off continuous shift.~~

6.09 Overtime shall be on a voluntary basis. If there are no volunteers then the Company may assign overtime in reverse order of seniority provided the Employee can perform the available work.

It is understood that Employees who have started a specific job may be required to complete the job. Examples are time sensitive as per customer needs.

~~6.11 All Employees may be required to become part of a weekly standby rotation at his/her residence for service and maintenance calls. The number of Employees required to be on standby will be shared and discussed with the Business Representatives two (2) times per year. If the Employee is designated to be on standby, he/she will be paid one hundred and fifty (\$150) dollars for each full seven (7) day standby rotation.~~

~~6.12 ClauseArticle 6.12 in the main agreement does not apply to these Employees~~

~~ARTICLE 9 VACATION WITH PAY~~

~~9.05 Any Employee hired prior to the ratification of this agreement will not experience a loss of entitlement regarding their vacation entitlement, as per the Collective Agreement.~~

ARTICLE 11 – GENERAL PROVISIONS

11.03 The rental business is based on quick turns of equipment, the goal of this division is to service customer requirements in a timely, accurate and concise manner. Non-bargaining unit staff shall not carry out work normally conducted by bargaining unit staff unless such work had traditionally been performed by management and excluded Employees, this is limited to yard duties, loading & unloading trucks, or deliveries as necessary.

Furthermore, workload may be assigned to any available bargaining unit Employees in the TCRS Business Division (regardless of classification) as appropriate, including assigning work to Employees with dual tickets in either of their trades qualifications, even during times when Employees may be on layoff.

ARTICLE 15 – GROUP INSURANCE, SICK BENEFITS & BEREAVEMENT LEAVE

15.02 Current TCRS group benefits will remain unchanged as a result of the transition to Finning.

(18-09) Re: Continuous Shift Agreement – Specific to Electricians in Grande Prairie Power Systems

(D10)

This agreement will be on a without prejudice or precedent basis. The purpose of this agreement is to provide manpower to support seven (7) days per week continuous day shift coverage from Finning (Canada) for the purposes of managing specific customer requests in the Grande Prairie area. The shifts will be six (6) days on, followed by six (6) days off and will apply to the Electrical field rotation.

Upon signature of this LOU, failing any volunteers wanting to work this shift, the Grande Prairie Power Systems branch (D10) will post for the requisite number of positions. Selection for these positions will be in accordance with Article 5 of the CBA. In the event an Employee elects to be removed from this schedule, they will provide schedule change notice in accordance with Article 6.02.

1. Hours of Work:

The Company has the option of scheduling work as per the Collective Agreement or a continuous day shift of six (6) days on, followed by six (6) days off, twelve (12) hours per day.

2. Shift Times:

The shift start in accordance with the day shift times in ~~ClauseArticle~~ 6.04 of the CBA.

~~**3. Overtime:**~~

~~The normal workday consists of eleven and one half (11.5) hours straight time and one half (10.5) hour at applicable overtime time and one half the straight time rates 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 rates.~~

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

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

(19-02) RE: 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 Field Mechanics out of Facility D5~~92~~, Fort St. John.

The terms and conditions of this agreement are as follows:

1. This Employee will be a member of the IAM 692, and the term of their employment will be governed by the BC Collective Agreement.
2. This member will be working inside the Alberta boundary on a regular basis: therefore, Facility D5~~92~~ 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.
3. While working on sites located in Alberta, this Employee will be paid for all hours worked as per the Alberta Collective Agreement.

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.

(19-07) RE: Continuous Shift Agreement- Specific TCRS 407~~DQ4~~

This agreement will be on a without prejudice or precedent basis. The purpose of this agreement is to provide manpower to support a continuous day shift coverage in the area of Field service for CST Coal mine site. The shifts will be fourteen (14) days on followed by fourteen (14) days off.

Hours of Work:

The Company has the option of scheduling work as per the Collective Agreement or a continuous dayshift of fourteen (14) days on, followed by fourteen (14) days off, twelve (12) hours per day. All other conditions of employment are as per the Collective Agreement. Either party may request a meeting to discuss and resolve any issues arising from this Letter of Understanding.

The following LOU will be added:

LOU: MOBILE WORK FORCE

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.

- A. The Mobile Work Force will provide temporary service support in various locations throughout Alberta and the NWT where IMAW 99 has jurisdiction. Employees within this group will be utilized primarily for peak shaving purposes and will not be deployed to regions where there are active layoffs within the respective classification. Seniority will be accrued in the applicable classification and will be attached to the Mobile Work Force 'branch'. Employees will be paid the rate of pay as per the region they are working in. The parties acknowledge that the employees' work may be performed at various customer sites, or on Finning property.
- B. Only for the purpose of deploying employees in the Mobile Workforce while there are active layoffs in the bargaining unit, the province will be divided into two regions: North (Edmonton North) and South (Edmonton South). If an employee is on layoff in one region, an employee of the Mobile Workforce will not be deployed to that region unless employees on layoff, having the required skill and ability to do the job, have rejected a temporary recall.
- C. The shift schedule for the Mobile Workforce will be seven (7) on, seven (7) off, twelve (12) hour continuous shift. The hours of work may change depending on the Branch or Customer site. Employees deployed to a Branch working a five (5) and two (2) may remain on a seven (7) on, seven (7) off if all local employees have been offered and declined overtime.
- D. The marshaling point for the Mobile Workforce will be Edmonton, Alberta, unless otherwise instructed. Due to the variable geographical requirements of this work, employees will be provided with appropriate travel to/from the various sites required. Costs can be claimed from the company with acceptable receipts and appropriate approvals. For flights to qualify, they must be booked a minimum of two (2) weeks in advance where required, unless shorter notice is provided to the employee.
- E. Employees encountering a delay of inbound/outbound travel due to weather or flight mechanical delay will be eligible for layover pay at straight time rates to a maximum of twelve (12) hours per day. If the employee works while enduring a layover, applicable overtime rates will be paid for all hours worked.
- F. If required to work away from their home residence, the employee will be provided with customer or Company supplied accommodations. If meals are not provided as part of the accommodations, per diems as per Article 11.12 of the CBA will be paid.