

**Memorandum of Agreement**  
**Between**  
**FINNING (CANADA), A DIVISION OF FINNING INTERNATIONAL INC.**  
**And**  
**International Association of Machinists and Aerospace Workers**  
**Vancouver lodge 692**

Attached are the proposed changes to the April 15, 2017 – April 14, 2020 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 constitutes the Final Offer of Settlement from the Company, and 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 2017 - 2020 Collective Agreement, except as expressly modified by this Offer.
3. All terms and conditions shall become effective date of ratification, except wage increases, subject to ratification by the bargaining unit employees.
4. The Union Bargaining Committee will remain neutral and will neither endorse nor reject acceptance of this memorandum.
5. All proposals which are not addressed in this tentative agreement are to be considered withdrawn on a without prejudice basis.
6. Errors and omissions excluded.

**The following items were agreed upon via mediation:**

<b>Term</b>	3 years, effective April 15, 2020 to April 14, 2023	
<b>Wages</b>	Year 1 – April 15, 2020	<b>1.00%</b> (retroactive to April 15, 2020)
	Year 2 – April 15, 2021	<b>1.00%</b>
	Year 3 – April 15, 2022	<b>2.00%</b>

**Continuous Shift (LOU)**

**Prince George, Kamloops and Surrey only**

The parties recognize that certain circumstances, may warrant continuous shift hours of work, working 12 hours per day. A Continuous Shift would be a shift configuration (excludes field) to either satisfy customer requirements, or facility utilization. The Continuous Shift will be implemented based on workload. It will be implemented by department.

The Company will share the business case justifying reasons for requiring a Continuous Shift. The Company shall provide 60 days notice in writing to the Union.

The Continuous Shift option will be posted for a minimum of fifteen (15) days per article 14.07. A continuous shift will not impact seniority for layoff purposes.

Continuous Shift will be staffed by volunteers first, based on seniority. Current bargaining unit employees, transferring to these locations, will not be required to work the continuous shift unless they are applying directly into a Continuous Shift posting. Employees who volunteer to the Continuous Shift will be provided no less than 14 days' notice of the schedule change. If not enough volunteers are found, the Company will post in accordance with article 14.07. Duration of the Continuous Shift will be a minimum 6 months. Volunteers can provide 28 days notice to the employer to be excused from their Continuous Shift commitment within the first 6 months, if an employee wants to switch out of continuous shift after the 6 month period the shift position is to be posted as per article 14.07. If there are no internal branch applicants the person will remain on continuous shift until the position is filled with a current branch employee.

Employees will be scheduled for 7 consecutive days worked followed by 7 consecutive days off. The Company will endeavour to ensure equitable distribution between day shift and night shift.

All work on Sundays will be at double time rates but the Sunday hours are included as part of the normal shift schedule.

A day shift shall be considered any shift commencing between the hours of 5:00AM and 8:00 AM; a night shift will be any shift commencing between the hours of 5:00 PM and 8:00 PM.

The hours of work shall be consecutive with the exception of a fifteen (15) minute rest break during the first four (4) hours of the shift, a thirty (30) minute lunch, and a fifteen (15) minute rest break during the last four (4) hours of the shift. All breaks are paid when on twelve (12) hour continuous shift.

No travel or housing allowance will be provided as the intent is to offer current employees and future employees flexibility within a local area.

## **SICK LEAVE**

Employee will have the choice of being paid twelve (12) hours of sick time per day or eight (8) hours of sick time and four (4) hours of unpaid time per day.

## **STATUTORY HOLIDAYS:**

Statutory holidays will be in accordance with Letter of Understanding # 11e.

## **CHANGE OF SHIFT:**

a) When it is necessary for the Company to change an employee's shift, the employee shall be provided 14 days' notice prior to the commencement of this scheduled shift. In the event that the 14 days' notice is not provided, the employee shall be paid double time for all hours worked on the first two shifts of the change.

b) Twelve (12) hour employees given a shift change shall have a clear twenty-four (24) hours off from the end of their last shift worked to the beginning of the new shift.

## **VACATION:**

Vacation will be in accordance with Letter of Understanding #11f.

## **TWELVE HOUR SHIFT DIFFERENTIAL:**

a) One dollar (\$1.00) for all hours worked on night shift. This premium will not attract overtime rates.

## **SHIFT GUARANTEE:**

Shift Guarantee will be in accordance with Letter of Understanding # 11c.

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

## **Work Share / Flexible Work Week (LOU)**

The parties recognize the cyclical nature of our business especially as it relates to customers in the construction and commodities industries. The parties also recognize that historically, this has been addressed by frequent hiring and layoff activity. In an effort to better address these cycles, the parties agree to implement a work share arrangement (reduced work-week) on a branch/facility by branch/facility basis for a period not to exceed 60 days, and no more than once per the life of the current, 3-year collective agreement per branch/facility.

Implementation of the reduced work week will be determined by a simple majority vote (50% + 1) of affected employees in each branch/facility. Affected employees means employees in the bottom 50% of the seniority list by classification in each branch/facility. Employees in the top 50% of the seniority list in each classification will be exempt from the reduced work week and thus will also be exempt from the vote. For clarity, the top and bottom 50% will be defined as all employees in that branch/facility by seniority list in their classification.

For the purpose of the vote, and the implementation, the Hydraulic shop in Prince George and Hose and Kitting in Kamloops will be considered separate departments.

Implementation will be by classification. In the event of an odd number of employees in the classification, the employee in the middle of the classification will determine whether she/he will take part in the vote. If the employee chooses to take part in the vote, she/he will abide by the outcome of the vote.

Prior to implementing a reduced work week, branch/facility management will meet with the shop steward and review the metrics (determined by the Company) requiring the reduced work week. Any changes to the work week will be in accordance with the shift-change language in article 5 of the collective agreement.

Employees on a reduced work week will be encouraged to use vacation and/or banked time to top up their earnings. In addition, the Company will apply for the Federal WorkShare program that may also be used to top up earnings, provided such program remains available.

Employees on a reduced work week will also have the option of electing an out-of-order layoff. Employees will maintain recall rights in accordance with the collective agreement.

Upon the expiry of the 60-day period, if the need for a reduced work week persist, the branch/facility will implement layoffs in accordance with the collective agreement and return affected employees to a full work-week. Employees who had elected an out-of-order layoff, will be recalled prior to the commencement of layoffs.

Should the employer deviate from the metrics referenced above, the union may serve notice cancelling the reduced work week. The union will provide at least 2-weeks notice of such cancellation.

## **Article 16 – VACATIONS**

16.09 Each employee shall be required to take the full annual vacation period that he/she is entitled to under the provisions of this Agreement in the current anniversary year.

### **The following items were agreed upon prior to mediation:**

#### **Agreed to Items – as of July 29, 2020**

**1.03** The Company agrees that as a condition of continued employment, all employees who are or may be covered by the Certificate of Bargaining Authority issued to the Union by the Department of Labour of the Province of British Columbia and the Yukon must become Members of the Union within thirty (30) calendar days of commencing employment and remain Members during the life of this Agreement.

During the probationary period ninety (90) days the Company retains the right to dismiss the person and said person will not have access to the grievance procedure unless there is a claim of discrimination against them as defined by the Human Rights Code of British Columbia.

**Probationary period may be extended by thirty (30) days with Union approval.**

An employee re-entering the employment of the Company in the same classification after his/her right to recall has expired will not be subject to another probationary period as long as their absence does not exceed three (3) years and they did not waive recall rights under Article 27.

**10.03** When an employee is required to work at points which require him/her to be absent from his/her home, he/she shall receive transportation, suitable accommodation, and travel time as stipulated in other Sections of this Agreement.

The Company will also pay seventy (\$70.00) dollars/day per diem, **payable in USD when traveling outside of Canada.** Fifteen (\$15.00) dollars breakfast, twenty (\$20.00) dollars lunch, Thirty-five (\$35.00) dollars dinner) to cover the cost of meals except when meals are provided. Article 6.07 shall not apply.

**13.02** Any employee who may be on a temporary transfer to a Company Branch or Depot for a period not exceeding ninety (90) days, shall receive transportation, suitable accommodation, and travel time, while on the job, or returning to his/her home station, providing he/she does not terminate employment before his/her posting expires.

The Company will also pay **per diem will be paid as per Article 10.03.** ~~seventy (\$70.00) dollars/day per diem (Fifteen (\$15.00) dollars breakfast, Twenty (\$20.00) dollars lunch, Thirty-five (\$35.00) dollars dinner) to cover the costs of meals unless they have been transferred to a location where meals are provided to them.~~ Article 6.07 shall not apply.

The Union will be notified in writing of all Temporary Transfers. Temporary transfers may be extended past ninety (90) days with Union approval.

**16.03** Employees shall receive vacation with pay for each vacation period shown in column (1) above or the applicable percentage in column (3) of gross earnings for the calendar year, whichever is greater. **As per the following formula**

<b><i>Gross Earning</i></b>	<b><i>Vacation %</i></b>	<b><i>Vacation Pay</i></b>	<b><i>Vacation Entitlement</i></b>	<b><i>Vac Adjust Payout</i></b>	<b><i>Vac % on Vac Adjust</i></b>	<b><i>Vacation Payout</i></b>
<b><i>A</i></b>	<b><i>B</i></b>	<b><i>C (AxB)</i></b>	<b><i>D</i></b>	<b><i>E (C-D)</i></b>	<b><i>F (ExB)</i></b>	<b><i>G (E+F)</i></b>

<b><u>Eligible Gross Earnings</u></b>	<b><u>A</u></b>
<b><u>Vacation %</u></b>	<b><u>B</u></b>
<b><u>Vacation Pay Total</u></b>	<b><u>C = (A x B)</u></b>
<b><u>Vacation Entitlement</u></b>	<b><u>D</u></b>
<b><u>Vacation Adjust Entitlement</u></b>	<b><u>E = (C - D)</u></b>
<b><u>Vacation % on Vacation Adjust</u></b>	<b><u>F = (E x B)</u></b>
<b><u>Vacation Adjust Payout</u></b>	<b><u>G = (E + F)</u></b>

**Note:**

**(1). Negative vacation adjust payout balances are deemed to be zero, therefore no payout.**

**(2). April 14 wage to be used for calculation in above formula.**

The Company will pay the vacation variance by the second (2<sup>nd</sup>) pay period in January.

**17.04 Tool Allowance:** The allowance will be provided to an employee requiring and using a complete set of personal tools.

In the event that an Employee transfers to or from a Branch/Facility where all tools are supplied by the Employer, the tool allowance will be paid out on a pro-rated monthly basis (any partial month worked will be considered a full month worked).

Journeyman Mechanics, Machinists, Electricians, Apprentices and Specialists will be provided with a tool allowance as outlined below.

**Tool allowance will be paid as follows:**

**September 1, 2020 – August 30, 2023**

**\$750.00**

**Welders will receive Two Hundred (\$200.00) dollars. He/she will receive the same tool allowance as a Journeyman Mechanic if required to carry a full tool box.**

**The Company will require a tool list for all people receiving the allowance.**

**18.02 Dental Coverage:** The Company shall provide a dental plan through Sun Life. The Company shall pay One Hundred percent (100%) of the premium; no annual maximum.

Coverage: Basic Dental and white fillings      100%

Prosthetic Appliances, Crowns & Bridges      80%

Employees hired after the date of ratification of this Agreement shall qualify for Prosthetic Appliances, Crowns and Bridges upon completion of one (1) year of service with the Company.

**Orthodontic Coverage:** The Company shall provide an orthodontics plan after the employee has been continuously employed for one (1) full year. Benefits will be limited to a maximum lifetime benefit of Three Thousand dollars (\$3000) per person. Appliances lost, broken, or stolen will not be replaced.

**Dental implant coverage will be in accordance with the BC union hourly benefit booklet.**

**25.07 First Aid.** Any employee suffering injury while in the employment of the Company must report immediately to the First Aid Department or as soon thereafter as possible, and also report to this Department on returning to work. A copy of his/her accident report will be supplied on request.

*First Aid Premiums*

*Level 3 Ticket* *\$1.05 per hour*

*Level 2 Ticket* *\$.90 per hour*

*People required to take courses during their normal work period will be paid during the course. Books and fees will also be paid.*

**25.11** Safety Glasses

Glasses will be supplied to all permanent employees in the following way:

Safety glasses are available at no cost to the employee from an optometrist registered under the Finning (Canada), A Division of Finning International Inc. *Eyesafe* Plan (BCOA). Frames and lenses can be replaced once every two years. Exception(s); lenses can be replaced more frequently when there is substantial pitting or scratching; damaged frames should be repaired if possible or replaced as required.

Glasses will be obtained through the registered Finning (Canada), A Division of Finning International Inc. Plan which designates the frames and services available through the registered local optometrist.

**25.17** Training Sessions, Meetings and Interviews

- (a) The Company shall pay time and one-half rates for all compulsory non-apprenticeship training, **travel** and meetings outside the regular hours of work during the week, with the exception of interviews ~~and all travel time~~ which will be paid at straight time rates. **Travel that attracts overtime will be approved by management prior to departure.** Meal allowances do not apply for compulsory training sessions of two (2) hours or less during the week and Saturdays.

- 26.04** (a) Seniority shall be maintained but not accumulated during authorized leave of absence.  
(b) Seniority shall be maintained and accumulated on leaves due to maternity, parental, or **STD** disability.

**28.04** A **two (2)** ~~three (3)~~ year statute of limitations will apply to any information contained in an employee's personnel file.

**28.05 The employer will provide the Union business representatives and shop stewards with copies of all disciplinary letters.**

**30.02 RESIDENT:** A mechanic who is employed in a location where there is no Company premise established and performs work out of their place of residence. Refer to Resident Technicians LOU.

30.18 PARTS JOURNEYPERSON: A person employed to carry out all duties in the partsperson trade. A Parts Journeyman or apprentice shall not perform any warehouse functions when a Warehouseperson is on layoff.

### **ARTICLE 35 - ~~DEFINED CONTRIBUTION PLAN~~ Machinists Pension Plan, Lodge 692**

**~~35.01 Between April 15, 2015 and August 31, 2015, the Company shall continue to maintain a Defined Contribution Pension Plan for BC and Yukon employees of Finning International Inc. (“the Finning BC DC Plan”), and all employees other than those in the defined benefit component of the Finning International Inc. Retirement Plan (the “Finning BC DB Plan”) shall participate in the Finning BC DC Plan.~~**

Effective September 1, 2015, there will be no further accrual of benefits for any employees under the Finning BC DC Plan. The Company, in its sole discretion, may either continue to maintain the Finning BC DC Plan indefinitely, merge it with another Company plan, or the Company may unilaterally terminate the Finning BC DC Plan at any time on and after September 1, 2015.

**35.01** Commencing for service on and after September 1, 2015, all employees who are not participating in the Finning BC DB Plan shall become eligible to participate in the Machinists Pension Plan, Lodge 692 (the “Machinists Plan”). Detailed provisions on eligibility for membership and the remittance of Company contributions shall be identical to the provisions of the Finning BC DC Plan as such provisions exist on April 15, 2015.

~~Under both the Finning BC DC Plan and~~ The Machinists Pension Plan Lodge 692 contributions shall be made on behalf of employees at no less than ~~five and three-quarter percent (5.75%)~~ six percent (6%) of earnings, full cost of such contributions shall be borne by the Company.

The change from the Finning BC DC Plan to the Machinists Plan is not intended to increase the Company’s cost in any way. Should the Machinists Plan find itself in a position in the future where it cannot fulfill its promises to plan members, the Union will not request additional funding from the Company.

**35.02** Employees may voluntarily contribute up to a maximum of eight percent (8%) ~~six percent (6%)~~ toward ~~Finning’s BC DC plan prior to August 31, 2015,~~ and to the Machinists Plan commencing September 1, 2015 of which the employer will match at a rate of one fourth (1/4) of the first four percent (4%) to a maximum of one percent (1%).

~~**35.03** The Company agrees to provide a copy of the plan text to the pension plan members upon~~




request.

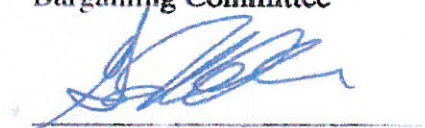
DATED THIS DAY OF 28 day of September, 2020.

**International Association of Machinists  
and Aerospace Workers, Vancouver  
Lodge #692**

  
Business Representative

  
Business Representative

  
Bargaining Committee

  
Bargaining Committee

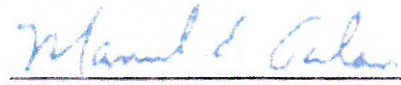
  
Bargaining Committee


  
Bargaining Committee


  
Bargaining Committee

**Finning (Canada), a Division of Finning  
International Inc.**

  
For the Company

  
For the Company

  
For the Company

  
For the Company

Verified by PDFfiller  
09/28/2020

**Letters of Understanding:**

LOU #1	Defined Benefit Pension	Renew
LOU #2	Ten Hour Shifts	Renew
LOU #3	Joint Selection Committee	Renew

LOU #4	Service Chargehand	Renew
LOU #5	Training and Development	Delete
LOU #6	First Aid Tickets	Renew
LOU #7	Banking of Overtime	Renew
LOU #8	Joint Safety Committee	Renew
LOU #9	Bridging of Benefits	Renew
LOU #10	Students	Renew
LOU #11	Modified Shifts	Renew
LOU #12	Seniority Change Dept.	Renew
LOU #13	Transfer Isolated Branches	Renew
LOU #14	Think Big	Renew
LOU #15	Warehouse	Renew
LOU #16	Permanent Part-time	Delete
LOU #17	PM Specialist	Renew
LOU #18	Hydraulic Specialist	Renew

LOU	Isolation pay Whitehorse, Tumbler ridge, Ft Nelson	Renew
LOU	Reciprocity Agreement	Delete
LOU	Contractor Dues Exemptions	Renew
LOU	Resident Technicians	Renew
LOU	Ft Nelson (D51) Twelve Hour Shift Version)	Renew (Most Recent
LOU	Ft St John (D52) Regional Wage	Renew
LOU	Ft St John (D52) Site C Twelve Hour Shift Version)	Renew (Most Recent
LOU	Tumbler Ridge (D53) Twelve Hour Shift	Renew
LOU	Mount Milligan (D54) Twelve Hour Shift	Renew
LOU	Prince George (D54) 12 Hour Shift 793F Fleet Project	Renew
LOU	Prince George (D54) 12 Hour Shift Kemess Mine	Renew
LOU	Prince George (D54) 12 Hour Shift Mackenzie	Renew

LOU	Red Chris Mine (D55) Isolation Pay	Renew
LOU	Houston (D57) 7x7 Shift Huckleberry Mine	Renew
LOU	Houston (D57) 12 Hour Shift Bruce Jack Mine	Renew
LOU	Terrace (D58) Twelve Hour Shift Red Chris Version)	Renew (Most Recent
LOU	Williams Lake (D60) 7x7 Mount Polly	Renew
LOU	Williams Lake (D60) 7x7 Gibraltar	Renew
LOU	Kamloops (D66) C. S. C. 4x4 Shift	Renew
LOU	Kamloops (D66) C. S. C. 4x10 Hour Shift	Renew
LOU	Kamloops (D67) 4x4 Highland Valley	Renew
LOU	Kamloops (D67) 7x7 Highland Valley	Renew
LOU	Surrey (D70) New Equipment Preparation Estimator	Renew
LOU	Surrey Power Systems (D77) Customer Assisted Calls	Renew
LOU	Surrey Power Systems (D77) Working Outside Canada	Renew
LOU	Surrey Power Systems (D77) Diesel Engine Apprentice	Renew
LOU	Surrey Distribution Centre (D78) Student Classification	Renew
LOU	Surrey Distribution Centre (D78) Vacation Scheduling	Renew
LOU	Cranbrook (D81) 12 Hour Shift Fording River Project	Renew
LOU	Elkford (D83) Serv. Dept. 12 Hour Shift Version)	Renew (Most Recent
LOU	Elkford (D83) Serv. Dept. 12 Hour Shift (7x7 Option) Version)	Renew (Most Recent
LOU	Yukon (E08) Apprentices	Renew
LOU	Whitehorse (E08) 12 Hour Shift Minto Mine	Renew
LOU	Whitehorse (E08) 12 Hour Shift	Renew
LOU	Whitehorse (E08) 12 Hour Shift Victoria Gold	Renew
LOU	Whitehorse (E08) Up Lift Premium Victoria Gold	Renew
LOU	Employees Grandfathered at Hose Maker Rate	Renew
LOU	LNG LOU	Add

**The following changes apply to The Cat Rental Store (TCRS) employees:**

The Memorandum of Agreement between:

RAYDON RENTALS LTD. DBA (THE CAT RENTAL STORE) Division of FINNING INTERNATIONAL INC. / FINNING (CANADA), A DIVISION OF FINNING INTERNATIONAL INC.

and

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS VANCOUVER LODGE 692 (the 'TCRS MOA')

will be attached to the Collective Agreement as a separate Letter of Understanding between:

FINNING (CANADA), A DIVISION OF FINNING INTERNATIONAL INC.

and

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS VANCOUVER LOCAL LODGE 692 (the 'Finning CA')

For clarity, any item 'deleted' per below, will revert to the Finning CA.

The effective date for this LOU will be date of ratification.

The parties agree that this LOU, like all others, will be reviewed and subject to negotiations at the conclusion of the current Collective Bargaining Agreement, expiring \_\_\_\_\_.

All terms and conditions of the current Collective Agreement between the parties, other than those expressly modified below, will apply to TCRS Business Division employees.

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.

For greater certainty, these clauses do not apply to any Finning Canada bargaining unit employees.

4.04	The joint goal is to deliver superior customer service. In order to facilitate this goal, non-bargaining unit staff, as excluded by the union's certification, may carry out work normally conducted by bargaining unit staff as required but shall not perform more than fifty (50) percent (based on weekly hours) of bargaining unit work, as outlined in 26.01. If bargaining unit personnel are laid off, the non-bargaining unit staff shall not perform more than twenty five (25) percent (based on weekly hours) of any work normally performed by a bargaining unit position. Where a non-bargaining unit employee performs such work, the company shall be required to pay union permit fees equal to the amount of monthly dues that would normally be deducted. Additional
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	bargaining unit staff shall be hired when the workload requires additional personnel.
5.04	Does not apply to this Business Division employees.
5.05	Does not apply to this Business Division employees.
5.13	Does not apply to this Business Division employees.
5.14	Does not apply to this Business Division employees.
5.15	Does not apply to this Business Division employees.
6.02	<p>All overtime throughout the agreement to be paid as follows:</p> <ul style="list-style-type: none"> <li>(a) Any time worked in excess of eight (8) hours but less than eleven (11) hours per regular work day shall be paid at one point five (1.5) times regular pay for all hours worked.</li> <li>(b) Any time worked in excess of eleven (11) hours per regular work day shall be paid at two (2) times regular rate of pay for all other hours worked.</li> <li>(c) Any time worked on the employees scheduled day off shall be paid at one point five (1.5) times regular rate of pay for all other hours worked to forty-eight (48) hours after which they shall be paid at two (2) times.</li> <li>(d) All time worked on Sunday or any Statutory Holiday shall be paid at two (2) times regular rate of pay for all hours worked.</li> </ul> <p>NOTE:</p> <p>If an employee works on a Statutory Holiday as outlined in this LOU, he/she will be paid double rate for the time worked on the Statutory Holiday, and in addition, if he/she qualifies, he/she will be paid eight (8) hours at his/her regular straight-time rate for the Statutory Holiday as provided in this LOU.</p> <p>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.</p>
6.03	Applicable overtime rates shall be paid for all work performed on Mondays in the same week in which the Tuesday to Saturday shift is worked.
7.01	Employees called out after their regular shift shall receive a minimum of three (3) hours pay at applicable overtime rates. Only one (1) call out will be paid for in each three (3) hour period.

7.02	Employees called in to work on Statutory Holidays shall receive a minimum of four (4) hours pay at double time rates, plus any applicable Statutory Holiday pay. Only one call in will be paid for in each four (4) hour period.
7.03	An employee may be <del>requested</del> <b>required</b> to become part of a weekly standby rotation at his/her residence for service and maintenance calls. If the employee is designated to standby, he/she will be paid one hundred and fifty (150.00) dollars for each full seven (7) day standby rotation.
7.04	Does not apply to this Business Division employees.
7.05	Employees called in before the start of their regular shift start time shall be paid at applicable overtime rates for time worked prior to their regular starting time.
10.02	Travel time at applicable overtime time rates shall be paid outside the regular hours of work.  (a) Travel time authorized by the Company or the customer outside the employee's regular shift hours, will be paid for at applicable overtime rates up to a maximum of eight (8) hours in any twenty-four (24) hour period.  (b) All travel time for the employee's scheduled days off and any holiday will be paid for at applicable overtime rates to a maximum of eight (8) hours in any twenty-four (24) hour period.
14.07 a	<del>All vacancies for bargaining unit positions to be filled shall be posted for a minimum of five (5) calendar days and filled whenever possible by internal qualified candidates. The posting shall reflect a closing date when consideration of qualified applicants will commence. All internal candidates on job postings shall receive a response from the company. If a decision as to the unsuccessful candidate has not been made within one (1) month of the closing of the posting where there is an internal applicant, or within three (3) months of the closing of the posting where there are no internal applicants and the Company still requires that the position to be filled, then the position will be reposted.</del>
16.01	The parties agree the following employees will maintain their three (3) weeks of vacation until they have completed their seventh (7 <sup>th</sup> ) year of service:  <ul style="list-style-type: none"> <li>● <del>Nathan Gibbs</del></li> <li>● <del>Sim Johal</del></li> <li>● <del>Nick Lal</del></li> <li>● <del>Daniel Marin Avila</del></li> <li>● <del>Skylar Marsolais</del></li> <li>● <del>Brandon Roe</del></li> </ul>

20.02	<p><del>After working three (3) consecutive months, an employee will qualify for sick time. The company will deposit two point six seven (2.67) hours for each month from the date of hire to December 31st of that year in the employees sick time account to a maximum of thirty two (32) hours. At the beginning of each year thereafter, employees will receive thirty two (32) hours sick leave to apply to the current years service. Sick leave will be maintained but not accumulated during lay-off.</del></p>
20.07	Does not apply to this Business Division employees
20.08	Does not apply to this Business Division employees
20.09	Does not apply to this Business Division employees
20.10	Does not apply to this Business Division employees
26.01	<p>Employees in this Business Division will be separated for the purpose of layoff.</p> <p>Seniority shall be considered as time worked in the bargaining unit. Former TCRS employees seniority will be the seniority date from TCRS and will be imported and dovetailed into Finning's seniority list.</p> <p>The TCRS Business Division will attempt to only work on the internal equipment listed below for the purpose of service and repairs:</p> <ul style="list-style-type: none"> <li>○ All sizes and series of Skid Steers (Backhoe Loaders, Telehandlers &amp; Straight Mast Forklifts)</li> <li>○ Single drum compaction rollers 84' and smaller</li> <li>○ Double drum compaction rollers 79' and smaller</li> <li>○ Excavators 320 series and smaller</li> <li>○ Dozer: D-5 and smaller</li> <li>○ Wheel Loader 930 loader &amp; smaller</li> <li>○ Generator 125KW and smaller</li> </ul> <p>If TCRS Business Division employees perform work other than the work described above, a conversation will take place prior to the work being performed between the parties to review the merits of the situation.</p>
31.01	Does not apply to this Business Division employees
31.02	Does not apply to this Business Division employees
31.03	Does not apply to this Business Division employees

31.04	<p><del>For apprentice staff, promotion for pay purposes, as shown on Schedule "B" as Wages of Apprentices as per this LOU, shall be based on completion of determined hours of service, provided that if an Apprentice is not deemed to have reached a satisfactory minimum standard, he/she will be given an additional one hundred sixty (160) hours in which to reach the standard set in the Apprenticeship Training Programs. A written test will be given to establish his/her qualifications.</del></p>
35.01	<p>Between July 1, 2016 and February 28, 2018 the company shall continue to maintain a Defined Contribution Pension Plan for TCRS employees of Finning International Inc. ("the Finning BC DC Plan"), and all employees shall participate in the Finning BC DC Plan. Effective March 1, 2018, there will be no further accrual of benefits for any employees under the Finning BC DC Plan.</p> <p>Commencing for service on and after March 1, 2018, all employees shall become eligible to participate in the Machinists Pension Plan, Lodege 692 (the "Machinists Plan"). Detailed provisions on eligibility for membership and the remittance of Company Contributions shall be identical to the provisions of the Finning BC DC Plan as such provision exist on June 30, 2016.</p> <p>Under both the Finning BC DC Plan and the Machinist Plan contributions shall be made on behalf of employees at no less than five and three quarter percent (5.75%) of earnings, full cost of such contributions shall be borne by the Company.</p> <p>Effective April 15, 2018, the Company contribution shall be no less than six percent (6%) of earnings.</p> <p>The change from the Finning BC DC Plan to the Machinist Plan is not intended to increase the Company's cost in any way. Should the Machinist Plan find itself in a position in the future where it cannot fulfill its promises to plan members, the Union will not request additional funding from the Company.</p>
35.03	<p><del>This article does not apply to this division of employees.</del></p>
35.04	<p>Wind down of the Sun Life pension and provide employees who have a Sun Life pension the option to do one of the below;</p> <p>a) Transfer their assets to a locked in RRSP under the Finning group financial benefit plan so they have access to the same funds that they currently have for their Finning Defined Contribution pension plan.</p> <p>b) Transfer to another pension plan that allows transfers of funds in, for example the Machinists 692 Pension Plan</p>



	<p>c) Transfer to another financial institution</p> <p>* This requires Pension Committee and Board approval.</p> <p>* The employees need to be provided a minimum of sixty days (60) notice.</p>
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Schedule A

Current Business Division Employees to maintain their current schedules (A, B, C)

**Schedule “A”**

All locations other than shown in Schedule “B”

	<b>April 15, 2017</b>	<b>April 15, 2018</b>	<b>April 15, 2019</b>
	2.0%	2.5%	3.0%
Journeyman Mechanic (Ticket in some specialization)	\$35.66	\$ 36.55	\$ 37.65
Rental Mechanic (Heavy Duty-Unticketed)			
0 – 12 months	\$27.45	\$28.14	\$28.98
13 – 24 months	\$30.48	\$31.24	\$32.18
Thereafter	\$32.09	\$32.89	\$33.88
Small Engine Mechanic			
0 – 24 months	\$22.30	\$22.86	\$23.55
Thereafter	\$24.78	\$25.40	\$26.16
Journeyman Parts Technician	\$32.09	\$32.89	\$33.88
Parts Coordinator	\$20.86	\$21.38	\$22.02
Driver – Class 1	\$28.57	\$29.28	\$30.16
Drivers – Class 3 (Or Class 5 with Air Brake endorsement)	\$25.51	\$26.15	\$26.93

Drivers – Class 5 license

0 – 12 months	\$19.61	\$20.10	\$20.70
Thereafter	\$21.22	\$21.75	\$22.40

(Drivers are paid based on vehicle driven requirements as opposed to license or endorsement held)

Yard person/Warehouse

0 – 12 months	\$19.61	\$20.10	\$20.70
Thereafter	\$21.22	\$21.75	\$22.40
Washbay	\$17.70	\$18.14	\$18.68

Field Rate: Where a mechanic has to work off Company premises one (1) hour or more the company will pay one (1) dollar and fifty (50) cents per hour field rate above the classification rate for the entire time spent off Company premises. The field rate will not attract overtime rates. The field rate will not be paid while traveling to another branch to perform work at that branch. Field rate will not apply for off site training.

~~LeadHand: 5% above Journeyperson Rate. The premium shall attract overtime rates. A Leadhand is an employee who must be able to demonstrate leadership and is able and willing to instruct others in the performance of their work, or who periodically leads a job/project for a defined period of time.~~

~~First Aid Level 2 Premium: — \$0.90 per hour~~

Leadhand: As per Finning Schedules

**Schedule “B”**

Northern BC is defined as – Prince George & Fort St. John

	April 15, 2017	April 15, 2018	April 15, 2019
	2.0%	2.5%	3.0%
Journeyperson Mechanic	\$39.47	\$40.46	\$41.67
(Ticket in some specialization)			
Rental Mechanic (Heavy Duty-Unticketed)			
0 – 12 months	\$30.38	\$31.14	\$32.07
13 – 24 months	\$33.76	\$34.60	\$35.64
Thereafter	\$35.52	\$36.41	\$37.50

Small Engine Mechanic

0 – 24 months	\$22.92	\$23.49	\$24.19
Thereafter	\$25.47	\$26.11	\$26.89
Journeyman Parts Technician	\$35.52	\$36.41	\$37.50
Parts Coordinator	\$23.09	\$23.67	\$24.39
Driver – Class 1	\$29.80	\$30.40	\$31.31
Drivers – Minimum Class 3 or air brake endorsement required	\$27.72	\$28.41	\$29.26

Drivers – Class 5 license

0 – 12 months	\$20.63	\$21.15	\$21.78
Thereafter	\$22.92	\$23.49	\$24.19

(Drivers are paid based on vehicle driven requirements as opposed to license or endorsement held)

Yardperson/Warehouse

0 – 12 months	\$20.63	\$21.15	\$21.78
Thereafter	\$22.92	\$23.49	\$24.19
Washbay	\$19.83	\$20.33	\$20.94

Field Rate: Where a mechanic has to work off Company premises one (1) hour or more the company will pay one (1) dollar and fifty (50) cents per hour field rate above the classification rate for the entire time spent off Company premises. The field rate will not attract overtime rates. The field rate will not be paid while traveling to another branch to perform work at that branch. Field rate will not apply for off site training.

~~LeadHand: 5% above Journeyman Rate. The premium shall attract overtime rates. A Leadhand is an employee who must be able to demonstrate leadership and is able and willing to instruct others in the performance of their work, or who periodically leads a job/project for a defined period of time.~~

~~First Aid Level 2 Premium:— \$0.90 per hour~~

To be added to Schedule A and B for Employees Business Division Employees

Field Rate: Where a mechanic has to work off Company premises one (1) hour or more the company will pay one (1) dollar and fifty (50) cents per hour field rate above the classification rate

for the entire time spent off Company premises. The field rate will not attract overtime rates. The field rate will not be paid while traveling to another branch to perform work at that branch. Field rate will not apply for off site training.

Leadhand: As per Finning Schedules

Shift Differential – shall not apply to this Business Division Employees.

Dual Ticket Premium – shall not apply to this Business Division Employees.

**Schedule C—Apprentices**

**Match Finning Agreement with TCRS rates**

**Four Year Apprenticeship (Mechanical)**

1<sup>st</sup> year ——— 60% of Journeyperson Rate

2<sup>nd</sup> year ——— 70% of Journeyperson Rate

3<sup>rd</sup> year ——— 80% of Journeyperson Rate

4<sup>th</sup> year ——— 90% of Journeyperson Rate

**Three Year Apprenticeship (Parts Technicians)**

Parts Apprentice		
1 <sup>st</sup> Year	Period 1	65%
	Period 2	75%
2 <sup>nd</sup> Year	Period 3	80%
	Period 4	85%
3 <sup>rd</sup> Year	Period 5	90%
		95%

The company agrees to credit an Apprentice at the beginning of their term, any previous relevant schooling and/or work experience as recognized and approved by the B.C. Industry Training Authority (ITA).

The above schedule reflects the level of the Apprentice as opposed to duration of service with the Company.

Both schedules are as outlined by the Industry Training Authority of British Columbia.

Schedule D— Shall not apply to this Business Division Employees

~~Schedule E — At this time this schedule does not apply to the Business Division Employees. The parties agree that if a Tuesday to Saturday shift is introduced, the parties will meet to discuss and agree on the terms and conditions of that shift.~~

~~LOU — Resources Group — Specific to this Business Division Employees~~

~~In order to improve the Company's competitiveness and flexibility in providing customer service, while providing increased job security for employees, the parties agree to the following:~~

~~The parties recognize that in certain circumstances, business conditions or customer need, warrants a team of Resources Group personal from Alberta to work in locations in British Columbia providing customer service. This group shall primarily be used where there's a mill, plant shutdown or any other camp situation that requires tool rentals. In addition the parties agree for the utilization of the Resource Group personal for those branches requiring additional manpower during peak periods and/or any special projects that may arise from time to time. The following terms shall apply for these circumstances:~~

- ~~1. — The Company must notify the Union prior to deploying the resource group. If deployed in British Columbia, the Resources Group will utilize any laid off employees, with recall rights as represented under this collective agreement, within their classification.~~
- ~~2. — The Resource Group shall not be governed by this Collective Agreement, except those provisions covered by this Letter of Understanding.~~
- ~~3. — The Company shall call the Union office for permit fees outlying the number of employees from the Resource Group and the duration of the assignment. The permit fee is two point five (2.5) times the hourly rate for a portion of or the full month for each employee.~~
- ~~4. — The resource group shall be paid for all hours worked and any applicable overtime as per the appropriate classification if applicable in the current Collective agreement.~~
- ~~5. — The Union and the Company will meet as required to discuss any issues that arise due to this LOU and attempt to resolve them, keeping in mind the interests of both parties.~~
- ~~6. — This LOU shall remain in effect during the life time of the current Collective Agreement.~~

~~LOU #1 — Shall not apply to this Business Division Employees~~

~~LOU #2 — Shall not apply to this Business Division Employees~~

~~LOU #3 — Shall not apply to this Business Division Employees~~

~~LOU #4 - Shall not apply to this Business Division Employees~~

~~LOU #5 — Shall not apply to this Business Division Employees~~

~~LOU #7 — Banked Time~~

- ~~1. — Overtime will be paid out at the overtime rate or banked at the appropriate overtime rates.~~
- ~~2. — The maximum hours in an employee's bank at any time may be eighty (80) hours. These hours may only be used as time off at a mutually acceptable time to both parties. If there is no agreement then either party may demand full payout and the closing of the banking account.~~
- ~~3. — Banked time may be taken or added to regular vacation during the prime time vacation period as long as Article 16.06 has been followed and there is appropriate coverage at the facility. Banked time may be used for family leave, personal leave or medical appointments provided there is appropriate coverage at the facility and a minimum of forty-eight (48) hours of notice has been provided. Banked hours cannot be used as sick time.~~
- ~~4. — If an employee does not use his/her eighty (80) hours for mutually agreed upon time off in the calendar year, he/she may carry it forward to use in the next year.~~
- ~~5. — Stored hours are costed at the rate they are earned and in the order they are earned but will not include premiums or differentials as they are paid in the actual pay period.~~
- ~~6. — Retroactive pay adjustments for banked hours will be paid in a lump sum on a paycheque, the bank will not be adjusted.~~
- ~~7. — If an hourly employee becomes salaried all banked time must be immediately cashed out.~~
- ~~8. — Employees may schedule bank time by mutual agreement provided their vacation time has been scheduled in the current calendar year. However, in January and February, if the facility vacation schedule is not confirmed, employees requesting banked time must have a discussion with their immediate supervisor about their intent for vacation requests for the remainder of the year, even if not confirmed.~~
- ~~9. — No pay or withdraw will be made in lieu of sick leave. Employees absent from work without pay are prohibited from requesting withdraw of monies from their bank time accrual, during the pay period in which the absence occurs.~~

LOU 14 - Shall not apply to this Business Division Employees

LOU 15 - Shall not apply to this Business Division Employees

LOU 16 - Shall not apply to this Business Division Employees


LOU 17 - Shall not apply to this Business Division Employees

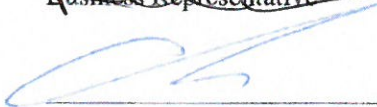
LOU 18 - Shall not apply to this Business Division Employees

LOU Fort St John Regional Wage Allowance – Shall not apply to this Business Division Employees

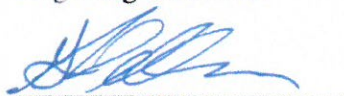
DATED THIS DAY OF 28 day of September, 2020.

**International Association of Machinists  
and Aerospace Workers, Vancouver  
Lodge #692**

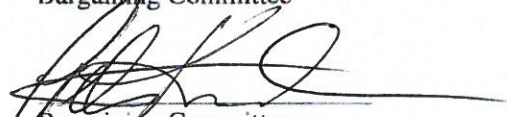
  
Business Representative

  
Business Representative

  
Bargaining Committee

  
Bargaining Committee

  
Bargaining Committee


  
Bargaining Committee


  
Bargaining Committee


**Finning (Canada), a Division of Finning  
International Inc.**

  
For the Company

  
For the Company

 Verified by PDFfiller  
09/28/2020

  
For the Company

  
For the Company