

**COLLECTIVE AGREEMENT**

**BETWEEN:**

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

**- AND -**

**INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS  
VANCOUVER LODGE 692**

**APRIL 15, 2023 TO AND INCLUDING APRIL 14, 2026**

## **FINNING (CANADA)**

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## **COLLECTIVE AGREEMENT**

**BETWEEN: FINNING (CANADA), A DIVISION OF FINNING INTERNATIONAL INC.**

(hereinafter called "the Company")

OF THE FIRST PART

**AND: INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE WORKERS, VANCOUVER LODGE #692**

(hereinafter called "the Union")

OF THE SECOND PART

THIS AGREEMENT entered into this 15th day of April, **2023** to and including the 14th day of April, **2026**.

### **WITNESSETH:**

THAT in consideration of the mutual covenants and agreements herein set forth, the Parties hereto and the affected employees are mutually agreed as follows:

### **GENERAL PURPOSE:**

The purpose of this Agreement is to maintain a harmonious relationship between the Company and its employees; to provide an amicable and equitable method of settling grievances or differences which might possibly arise, and to maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement, and generally, to promote the mutual interest of the Company and its Employees.

WHEREFORE, the Union accepts the responsibility to bind its International and District Officers and Local Representatives to the observance of each and all of the provisions and conditions of this Agreement.

## **ARTICLE 1 - BARGAINING AGENCY**

- 1.01 The Company recognizes the Union as the sole bargaining agency for its employees in the Province of British Columbia and the Yukon (except office staff, salespersons, and those excluded by the Labour Relations Act for the Province of British Columbia) as duly Certified under the said Act, for the purpose of collective bargaining with respect to rates of pay, hours of employment and all other working conditions.
- 1.02 The Representatives of the Union may have access to the Company's shops or yards by applying for permission through the Office, provided that workers are not caused to neglect their work.
- 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 of *one-hundred and twenty (120)* 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. *The Union Rep(s) will be notified at least one business day in advance of all probationary dismissals.*

*Employees will be provided with a documented thirty (30), sixty (60), and ninety (90) day probationary review, and shall be entitled to Union representation at each meeting.*

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.

- 1.04 All present and new full-time employees of the Company 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 shall pay to the Union as a condition of employment, dues and Initiation or Reinstatement fees by payroll deduction, as may from time to time be established by the Union for its Members in accordance with its Constitution and/or Bylaws. It is further understood that dues and Initiation or Reinstatement fees shall be effective as and from the date of employment with the Company.

## **ARTICLE 2 - DEFINITION OF BARGAINING UNIT EMPLOYEE**

- 2.01** The term "employee" as used in and for the purpose of this Agreement shall include all persons employed in the Company's operations and as covered by the Provincial Government Certification and without restricting the generality of the foregoing shall not include those having authority to hire and discharge employees, office workers, supervisory officials and salespersons.
- 2.02** Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context so requires.

## **ARTICLE 3 - MANAGEMENT**

- 3.01** The Union recognizes and agrees that the management and operation of Finning (Canada), A Division of Finning International Inc. and the direction of the working forces are vested exclusively in the Company.
- 3.02** The Company has and shall retain the right to select its employees, to hire, discharge, classify, transfer, promote, demote or discipline them provided that a claim of discrimination against any employee may be the subject of a grievance and be dealt with as hereinafter provided.
- 3.03** In the event that the Management, in agreement with the Union, decides to introduce an incentive payment plan to any section, department or branch, the rates herein will continue to be the basic rates payable to employees to whom opportunity is given to earn incentive payments under such a plan. The rates herein will continue to apply to all employees who are not offered opportunity to earn incentive payments, and the Management reserves the right to apply such an incentive plan to any section, department, branch or phase of work.

## **ARTICLE 4 - WORKING CONDITIONS**

- 4.01** Employees shall take orders from their respective supervisor/chargehands, or from the general management when supervisors are not immediately available.
- 4.02** Employees shall observe the rules of the Company and shall perform a fair day's work in the category in which the employee is engaged and shall be subject to discipline by the Management for failure to do so.
- 4.03** Employees will not absent themselves from work without advising Management. Employees will not leave company premises during working hours without permission from the supervisor/chargehands. Failure to obtain permission shall be cause for disciplinary action.

- 4.04 Non-bargaining unit employees will not be allowed to carry out work which would be normally done by Machinists Union Members, except in the instructing or training of employees, or unless otherwise agreed to by the parties.
- 4.05 The parties agree that harassment will not be tolerated in the workplace. Every reasonable effort will be taken to insure no employee is subject to harassment in any form. Both parties will jointly co-operate in resolving complaints in a confidential and appropriate manner.

## **ARTICLE 5 - HOURS OF WORK**

- 5.01 The starting and stopping time, as well as the meal period, shall be mutually arranged by the Company and the Union, it being understood that the meal period shall not be less than thirty (30) minutes.
- 5.02 Unless otherwise agreed to between the Company and the Union, the standard work day shall consist of *the following*:
- (a) *Five* eight (8) hour *shifts* and the standard work week shall consist of forty (40) hours, Monday to Friday. The first shift shall commence between 6:00 A.M. and 8:00 A.M. Where there are business situations which require discussion and adjustment to hours of work, the Company and Union will meet to discuss appropriate schedule alternatives for that branch. See Schedule "E" for Tuesday to Saturday shift.
  - (b) *Four ten (10) hour shifts and the standard work week shall consist of forty (40) hours of four (4) consecutive days. Reference LOU #2.*
  - (c) *Twelve (12) hour Continuous shifts. The twelve-hour shift schedule shall result in an average of 42 hours per week over a full rotation. These shifts will be posted, and employees will have the option to apply. For all details reference LOU #10.*
- 5.03 In cases where hours must be varied in customers' camps to comply with Provincial Fire Regulations, such work as is carried out under these conditions shall be at straight time for the first eight (8) hours.
- 5.04 If a second shift is employed (*excluding 12-hour shifts*), the hours of work shall be eight (8) hours per shift, for which a premium of Three Dollars (\$3.00) per hour shall be paid.
- 5.05 If a third shift is employed (*excluding 12-hour shifts*), the hours of work shall be eight (8) hours per shift, for which a premium of Five Dollars and Ten Cents (\$5.10) per hour shall be paid. The third (3<sup>rd</sup>) shift shall commence anytime after 4:00 P.M.
- 5.06 It is intended that every employee should have a full shift break between shifts. In the event that an employee is recalled to work before a full shift break occurs, he/she shall be considered as still working on his/her previous shift and shall be paid the appropriate overtime rates for work performed after recall.

- 5.07** No employee shall be permitted to resume work of his/her own accord until a full shift break occurs without permission of his/her supervisor. No employee shall be required to resume work until a full shift break occurs.
- 5.08** Clarification of Shift Break: Employees working overtime will not lose the time taken from their next regular shift to make up the eight (8) hour break.
- 5.09** Subject to exceptions set forth in this Agreement, any employee reporting for work on his/her regular shift shall receive a minimum of half of their normal shift hours pay at his/her regular rate. If work is not available at his/her regular job, he/she shall perform such temporary work as may be assigned to him/her to qualify for such pay.

Any employee completing the first half of his/her regular shift and who commences work on the second half of his/her regular shift shall receive his/her full pay for that shift.

- 5.10** (a) When it is necessary for an employee to be transferred from one shift to another shift, i.e. 1<sup>st</sup> shift to 2<sup>nd</sup> shift or vice versa the Company shall give the employee seventy-two (72) hours notice prior to the changing of shifts. If seventy-two (72) hours notice is not provided, overtime rates as provided for in this Agreement will apply for the first day following the change.

The shift will continue for a minimum of three (3) consecutive normal working days, or the overtime rates as provided for in this Agreement will apply, except in the case of an unforeseen natural disaster or general public emergency.

- (b) Any changes to shift schedules, where an employee's normal days of rest would be changed, shall be posted at least one (1) week in advance of such shift change.

- (c) *Warehouse RDC schedules will be posted by the 15th of each month for the following month. Any changes required to the posted schedule will adhere to 5.10(a) and/or 5.10(b).*

- 5.11** *Eight (8) Hour shift* employees shall be granted two (2), ten (10) minute rest periods during the course of each shift. *For 10-hour and 12-hour shifts refer to the applicable LOUs.*

- 5.12** The Company premises shall be the place the employee normally reports to and completes his/her shift. Travel to and from work assignments shall normally commence from these premises.

However, if the employee and the manager agree, the employee may proceed directly to and from a field job site from his/her home.

- 5.13** Day shift Parts Department employees shall work eight (8) hours and a consecutive five (5) day, forty (40) hour week, Monday to Friday inclusive, or Tuesday to Saturday inclusive, between the hours of 6:00 A.M. to 6:00 P.M. Second and third shifts in Parts Department to be governed by Sections 5.04 and 5.05. *For 10-hour and 12-hour shifts refer to the applicable LOUs.*
- 5.14** The Parts Department shall rotate shifts every two (2) months, (maximum), with a day shift occurring between afternoon and graveyard shifts, or graveyard and afternoon shifts (unless the employee is voluntarily on the shift).
- 5.15** One (1) Depot Partsperson to get eight percent (8%) over his/her Classified hourly rate; this to apply only to Journeyperson Partsperson Classification or less, if there is no salaried manager.
- 5.16** Where a second or third shift is employed, the Company will first consider volunteers. If there are not sufficient volunteers, the shifts shall be staffed on a rotating basis, wherever possible.

#### **ARTICLE 6 - OVERTIME**

- 6.01** Time worked in excess of the standard hours of work shall be considered overtime, and overtime shall be paid for at double time rates.
- 6.02** Double time rates shall be paid for work on Saturdays and Sundays, except as provided in 6.03.
- Part-time employees will be paid overtime after eight (8) hours in a day, forty (40) hours in a week, Sundays, and Statutory holidays; where practical the Company will attempt to assign two (2) days off when five (5) consecutive shifts forty (40 hours) are scheduled.
- 6.03** Double time rates shall be paid for all work performed on Mondays in the same week in which the Tuesday to Saturday shift is worked.
- 6.04** Double time rates shall be paid for work on Statutory Holidays plus any applicable Statutory Holiday pay.
- 6.05** No premium shall attract overtime rates.
- 6.06** Overtime work will be distributed equally among those employees who are assigned to and who normally perform the work in the area and/or worksite within the department. Any opportunity which is not worked will be counted as time worked when assessing the distribution. The distribution will be assessed on an as needed basis. This will be discussed with the Shop Steward, who shall be provided a copy of the overtime records upon request. There will be no payment for any bypassed opportunities.

- 6.07** When employees are required to work extended hours in excess of ten (10) the Company will pay the cost of a good meal. If an employee chooses not to take a meal break, they will be paid twenty (\$20.00) dollars. The time required to consume the meal shall not be less than one-half (1/2) hour and this break will occur at the regular meal hour.
- 6.08** When work of more than one (1) hour is to be performed, immediately before or after a regular shift, the Employee shall be given a ten (10) minute rest break adjacent to the shift.

## **ARTICLE 7 - CALL TIME**

- 7.01** Employees called out after their regular shift shall receive a minimum of three (3) hours pay at double time rates. Only one (1) call out will be paid for in each three (3) hour period.
- 7.02** Employees called in to work on scheduled days off and 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** (a) An employee may be requested to standby at his/her residence for service, maintenance or parts calls. If the employee agrees and he/she is designated to standby he/she will be paid two (2) hours overtime for each scheduled day off. If the employee agrees and is designated to standby on a workday he/she shall receive one (1) hour overtime for each workday on standby.
- (b) An employee shall receive both call in pay and standby pay for the same day.
- 7.04** When an employee receives a telephone call at home while he/she is on standby and places a customer order via the telephone or personal computer, the employee will be compensated for one half (1/2) hour at two (2) times the regular hourly rate in addition to stand by pay.

If during the same day a call in is paid clause 7.03 applies.

- 7.05** Employees called in before their regular starting time shall be paid at double time rates for time worked prior to their regular starting time.

## **ARTICLE 8**

### **8.01 Emergency Protocol**

The provisions of Article 5.09, Articles 7.01 and 7.02 shall not apply in the event of an emergency such as fire, flood, power failure, etc., beyond the control of the Company, or if he/she was previously instructed not to report. In any such event, he/she shall be paid for the actual time worked at prevailing rates according to Classifications.

## **ARTICLE 9 - WAGES**

**9.01** Wages shall be those agreed upon and set out in Appendices and/or Schedules attached hereto and forming part of this Agreement. Pay days will be every second Friday.

## **ARTICLE 10 - TRAVEL TIME**

**10.01** Travel time during the employee's regular shift hours will be paid for at straight time.

**10.02** Travel time at double 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 double time 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 double time to a maximum of eight (8) hours in any twenty-four (24) hour period.

**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.

**10.04** When employees are required to be in the field overnight or longer, transportation will be provided by the Company so that employees can leave their cars at home, provided the Company does not provide suitable protected parking accommodation, and does not provide block heaters in northern areas.

**10.05** The corporate travel policy is applicable for travel outside the continent.

## **ARTICLE 11 - PREPARATION TIME**

**11.01** The Company will allow and pay for up to two (2) hours personal preparation time to employees being sent on out-of-town jobs for a period of overnight or longer at regular rates up to time and one-half. However, this clause will only apply if an employee is not provided with one (1) week notice of being sent out-of-town.

## **ARTICLE 12 - LAYOVER TIME**

- 12.01** Layover time refers to isolation in customer's camps in remote areas only. Providing no work is performed on either Saturday or Sunday, an employee who is required to remain in the field is entitled to a maximum of sixteen (16) hours time at straight time rates. However, if for instance, an employee worked eight (8) hours or more on Saturday, he/she would still be entitled to eight (8) hours for Sunday if he/she did not work on Sunday.

## **ARTICLE 13 - TEMPORARY TRANSFER**

### **13.01 Temporary Transfers**

- (a) Temporary transfers are typically generated as a result of business needs, layoff possibilities, or skills development. Business needs refer to situations where a branch has a need that cannot be accommodated by the branch manpower; layoff possibilities refer to a situation where a transfer may be made to another branch in order to reduce or postpone the impact of an impending layoff; skills development may refer to apprentice training or development of skills and competencies for other employees.
- (b) The Union and the Company agree to encourage employees to volunteer for temporary transfers where such need arises. The employees will be approached in order to find volunteers to fulfill the need. If there are multiple volunteers for the temporary transfer opportunity, employees will be selected in order of seniority.
- (c) Any employee who accepts a temporary transfer will have the conditions of the transfer provided on the appropriate form prior to the transfer. The form will outline details of travel (transportation and time), accommodations and reasonable meals, overtime opportunity, duration of the transfer, job expected to be performed, and allowances.
- (d) Prior to overtime being banked, a discussion and agreement needs to happen between the employee, the employee's home branch and the receiving branch.
- (e) Employees who have accepted a transfer of at least two (2) weeks duration, outside of their immediate region which necessitates being away from home for the term of the assignment will, upon return to the home branch, be eligible to immediately take one (1) eight (8) hour shift off for each work week away, up to a maximum of five (5) continuous shifts off. Such time off is to be taken as banked time or vacation. This clause shall not apply where the employee returns from a continuous shift operation and has a break/full shift cycle off prior to returning to his/her normal shift unless otherwise agreed upon with his/her supervisor.

- 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 as per Article 10.03. 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.

- 13.03** Living expenses should be discussed initially with the employee, and each fifteen (15) days thereafter.
- 13.04** The employee may be required to remain on such posting up to a maximum of ninety (90) days. However, during the period of posting, if no work is available during the weekend (Saturday and Sunday) the employee may have the opportunity to return to his/her home station for the weekend, provided permission is granted by the Branch or Depot Supervisor.
- 13.05** If such permission is granted, the Company will provide the cost of ground transportation, or other transportation costs approved by the Company, for the employee to visit his/her home station, and to return to the Branch or Depot in time to resume work at the start of his/her regularly scheduled shift the following week.
- 13.06** On weekends where the employee returns home the Company shall pay in addition to the foregoing, a maximum of three (3) hours pay at the appropriate travel time rate.
- 13.07** Layover time shall not be paid to any employee who may be temporarily transferred to a Company Branch or Depot.
- 13.08** Notwithstanding Article 13.02, employees who accept a temporary transfer to a location with a specific LOU, will receive the appropriate travel, accommodation and meal allowance as per that LOU.

If the LOU has a specific shift rotation outside of the 5 and 2 shift rotations, the employee will only receive travel time for the first travel to and the last travel out of the temporary transfer.

#### **ARTICLE 14 - PERMANENT TRANSFER**

- 14.01** Living expenses and transportation will be allowed for employees permanently transferred by the Company. Expenses will be discussed initially with the employee before departure and each fifteen (15) days thereafter, up to a maximum of thirty (30) days.

- 14.02** These amounts must be claimed for through the current Corporate Relocation Policy expense procedures for all days other than those spent on customer jobs where actual expenses are re-chargeable to the customer.
- 14.03** It is intended that all permanently transferred personnel shall have a maximum of thirty (30) days in which to find suitable accommodation.
- 14.04** The Company will also pay the amount necessary to move his/her family and household goods, provided he/she remains in the Company's employ at the new location for a period of not less than two (2) years. If the employee leaves the Company of his/her own accord during this period then repayment of moving costs will be prorated on the balance of time up to the two (2) years. Such prorating shall be based on completed months of service in the new location. (Example: an employee who leaves after twelve (12) months would be required to repay fifty (50%) percent of the costs of the move.)
- 14.05** No employee transferred shall move his/her family or household effects at Company's expense without written authority from Human Resources. Moving conditions and costs will be discussed and agreed to by the employee, human resources, and the management of the new branch prior to any move taking place. In the event the employee has a concern about application of this article, the employee may choose to involve the Union in the discussions.
- 14.06** On a permanent transfer to another Branch or Division, an employee's Company seniority will be applied in the appropriate classification in the new Branch or Division.
- 14.07** The Company and the Union agree that opportunities for promotions and career development are key factors in improving job satisfaction for employees. Further, it is the intent of the parties that such opportunities should be made available to all employees, in accordance with the process outlined below:
- a) Where appropriate, permanent job opportunities will be posted online for all employees to view. Postings will be posted for a minimum of fifteen (15) days. Internal branch and reposts will be posted for five (5) days. Where the staff level of a branch is not being increased, the posting may be restricted to that branch and may be restricted to applicants from that location. The postings will use generic content outlining required skills and competencies for the positions. Where specific requirements based on industry or branch needs vary from the generic content, they will be reviewed by Human Resources. A copy of the job posting will be available online where the Shop Steward and Union Representative can view it.

- b) In filling the promotion or vacancy for a new position, the position may be awarded to the most qualified applicant. *An employee may be required to remain in their current position for up to fifty-two (52) weeks before being considered for a new position.* Positions shall be filled on the basis of a proficiency certificate where necessary, training, knowledge, experience, skill, ability, suitability and past performance. Unsuccessful interviewed candidates may follow-up hiring managers for feedback on the selection process and shall be advised on opportunities for improvement that will better prepare them for future job postings.
- c) Where two (2) or more employees are deemed to be reasonably equal, preference shall be given to the most senior applicant.
- d) In recognition of seniority, preference shall be given to qualified internal candidates prior to consideration of external candidates. This does not however prohibit the Employer from hiring a superior external candidate.
- e) The filling of one vacancy will not be used to create a chain of job postings. After the first vacancy is filled through a posting the employer may fill any subsequent vacancy however most practical. Preference will be given to those employees who have applied under 14.07.
- f) Where the hiring committee participates in accordance with Letter of Understanding #3, committee consensus shall be used to make a decision.
- g) All applicants will be notified in writing within thirty (30) working days from the posting being awarded of their application status. If a posting is not awarded within ninety (90) calendar days then the posting will be expired.

## **ARTICLE 15 - STATUTORY HOLIDAYS**

**15.01** All employees covered by this Agreement shall receive eight (8) hours pay at their regular straight time rates for each of the following Statutory Holidays in addition to any wages which they may be in receipt of for work performed on such Holidays:

New Year's Day	National Aboriginal Day (Yukon)	Thanksgiving Day
Family Day (BC)	Canada Day	Remembrance Day
Good Friday	1st Monday in August	Christmas Eve
Easter Monday	Labour Day	Christmas Day
Victoria Day	<b><i>National Day of Truth &amp; Reconciliation</i></b>	Boxing Day

It is understood that employees will not be required to work Statutory Holidays, except as otherwise agreed under specific modified shift arrangements.

**15.02** Provided any other Statutory Holiday declared, proclaimed or celebrated by the Provincial Government shall be paid for on the same basis.

**15.03** Yukon employees' to receive third Monday in August instead of first Monday in August.

**15.04** Statutory Holidays falling on a Saturday or Sunday will be celebrated on the following Monday. Where two (2) consecutive Statutory Holidays fall on a Saturday and Sunday, the following Monday and Tuesday will be celebrated.

NOTE: The provision to celebrate these Holidays as above may be changed to a Friday with mutual consent between the Company and the Union.

NOTE: TUESDAY TO SATURDAY WORK WEEK

If a holiday falls during the work week Tuesday through Saturday, the day off will be provided. If the holiday falls on a Monday, the day off will be taken on the Tuesday.

PROVIDED:

**15.05** If the employee has earned wages during the thirty (30) calendar days immediately preceding the Statutory Holiday, they will be paid for the Holiday.

**15.06** Exceptions for the foregoing shall be made in cases where the following conditions prevail:

- (a) The employee is off work due to industrial accident or disease for a period not in excess of two (2) calendar months.
- (b) The employee is prevented from working due to a bona fide illness for a period not in excess of two (2) calendar months. A doctor's certificate shall be submitted as proof.
- (c) Where leave-of-absence has been approved and the employee has worked some time during the two (2) calendar weeks preceding the week in which the Holiday occurs.

**15.07** Should any of the above-stipulated Statutory Holidays occur during the employee's vacation period, they shall be provided consecutive with his/her vacation period, provided that the employee has informed the Company of his/her intentions at the time of his/her initial vacation request.

**15.08** Permanent Part Time employees shall receive Statutory Holiday pay pro-rated to the shift hours worked.

**ARTICLE 16 - VACATIONS**

**16.01** The Company shall give each employee an annual vacation with pay which will be allocated on the basis of seniority and based on the following entitlement:

<u>(1)</u> <u>WEEKS VACATION</u>	<u>(2)</u> <u>YEARS OF SERVICE</u>	<u>(3)</u> <u>PERCENTAGE OF GROSS</u>
2 weeks vacation	1 year of service	4% of gross earnings
3 weeks vacation	2 years of service	6% of gross earnings
4 weeks vacation	7 years of service	8% of gross earnings
5 weeks vacation	13 years of service	10% of gross earnings
6 weeks vacation	18 years of service	12% of gross earnings
6 weeks plus 1 day	25 years of service	12.4% of gross earnings
6 weeks plus 2 days	26 years of service	12.8% of gross earnings
6 weeks plus 3 days	27 years of service	13.2% of gross earnings
6 weeks plus 4 days	28 years of service	13.6% of gross earnings
7 weeks vacation	29 plus years of service	14% of gross earnings

**16.02** Employees are entitled to the number of weeks vacation shown in column (1) in the calendar year in which the years of service shown in column (2) are completed. *New employees will start accumulating vacation from their first day of employment (3.07 hours per pay period) and any vacation taken will be removed from their balance.*

**16.02(a)** *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 pay-period ('calendar') year. The entitled weeks will be made visible on the first pay period of the year to be used within that pay-period year.*

*Any carryover vacation unused by the final pay period of the year will be paid out on the second cheque in March. Carryover vacation is defined as any vacation hours in excess of an employee's total annual allotment, carried into a new pay year.*

**Example**      *Vacation entitlement = 120 hours. Allowable carryover 120 hours  
If the total carryover is 160 hours, the payout would be 40 hours.*

**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 *payroll* year, whichever is greater. *Effective the first pay period of 2024, eligibility would be calculated and accumulated on a per pay-period basis and paid out annually.* As per the following formula:

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

Eligible Gross Earnings	A
Vacation %	B
Vacation Pay Total	$C = (A \times B)$
Vacation Entitlement	D
Vacation Adjust Entitlement	$E = (C - D)$
Vacation % on Vacation Adjust	$F = (E \times B)$
Vacation Adjust Payout	$G = (E + F)$

Note:

1. Negative vacation adjust payout balances are deemed to be zero, therefore no payout.
2. ***Effective 2024 the relevant wage and vacation entitlement for the pay period will be used for the calculation in above formula. (A and D)***

***Effective 2025*** the Company will pay the vacation variance ***on the first (1st) payday*** in January.

- 16.04** In the event of termination of service with the Company after he/she has had his/her vacation he/she earned for the previous year, he/she shall receive four per cent (4%); six per cent (6%); eight per cent (8%); ten per cent (10%); or twelve per cent (12%) when applicable as the case may be, for his/her pay for the year in which he/she ends his/her employment for which no vacation has been paid.
- 16.05** The qualifying provisions of service in the current year shall not apply if an employee terminates of his/her own volition or is discharged, for cause and not reinstated under the terms of this Agreement. In cases such as this the appropriate vacation pay will be calculated from his/her starting date.
- 16.06** If an employee requests, the Company will provide two (2) consecutive weeks vacation in the prime time period (June 15 - September 15). Employees must notify the company on or before March 1st of their summer vacation commitment. If an employee elects to waive two consecutive weeks in primetime, they may request two consecutive weeks outside of primetime during the initial selection process. These vacation requests will be governed by seniority. Requests after March 1 for prime time will be considered on a first come first served basis without regard to seniority.

Employees shall notify the Company on or before June 1<sup>st</sup> of their vacation commitment for vacations outside of the prime time period for the remainder of the calendar year. These vacation requests will be governed by seniority. Requests for vacation received after June 1<sup>st</sup> will be considered on a first come first served basis without regard to seniority.

A vacation review will be conducted by the Company each Fall.

- 16.07** The Company agrees to consult with their employees and attempt to meet their individual holiday preferences. The Company will also attempt but will not guarantee, three (3) or four (4) or five (5) or six (6) consecutive weeks vacation to eligible employees.
- 16.08** An employee's scheduled vacation period shall not be changed by the Company within the two (2) month period immediately preceding the start of the vacation period without the consent of the employee concerned.
- 16.09** The vacation allowance may be drawn on the working day preceding the vacation providing one (1) week's notice is given by the employee to the payroll department.
- 16.10** The entitlements of an employee under this Section shall at no time be less beneficial than those he/she would be entitled to under the provisions of any government legislation or any orders or regulations made thereunder.
- 16.11** Except as noted below, eligibility for vacation will be maintained and accumulated. Eligibility shall be maintained but not accumulated during absence:
- (a) Due to temporary illness or non-occupational accident exceeding twenty-six (26) weeks.
  - (b) With authorized leave-of-absence.
  - (c) Due to layoff without recall, for a period not to exceed twelve (12) months.
- 16.12** Eligibility refers to the length of service. Formula outlined in columns 1 and 3 (Article 16.01). Vacation pay is predicated on gross pay as it relates to that formula.
- 16.13** Leave of Absence

Employees with more than five (5) years of seniority are eligible to apply for a leave of absence for the purposes of extending vacation. The leave may be for no more than six (6) months and can be taken once per each five (5) years, and no more than one (1) employee per branch may take such leave at one time.

The leave must be applied for in the same manner as the vacation schedule and any remaining vacation and banked time off must be used in conjunction with such leave of absence. The maximum period of absence would be the total of the leave, plus vacation, plus banked time off. Management may approve such requests taking the business conditions into account. The intent of the leave is to allow employees to experience an extended travel opportunity. Requests for leaves for other reasons will be considered on an exception basis.

During such leaves, employees may continue their medical coverage by prepaying one-half (1/2) of their medical premium.

## **ARTICLE 17 - INSURANCE COVERAGE**

- 17.01** Emergency Travel Assistance: The Company will supply a blanket Emergency Travel Assistance Policy, at Company expense. The Policy shall be administered between Finning (Canada), a Division of Finning International Inc. and the insurance provider. The Company agrees that there shall be no change to benefit levels unless negotiated and agreed between the parties.
- 17.02** Group Life and Accidental Death & Dismemberment Insurance Coverage: In the amount of one hundred and twenty thousand dollars (\$120,000.00) to cover all permanent employees. The Company shall pay the full cost of this premium. This will give twenty-four (24) hour coverage.
- 17.03** Tool Insurance: The Company will reimburse employees for tools lost with a minimum of Two hundred dollars (\$200.00) and no maximum on any one loss. The exact amount will be based on the evaluation of a claim by insurance adjusters, based on an employee tool list that is on file. Theft must show forced entry on a locked vehicle, or non negligence in transit, or loss on the company premises or rental vehicles. (Fire and Theft). The Company agrees to repair or replace, if necessary, employee owned impact tools.
- 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
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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.

## **ARTICLE 18 - MEDICAL AND DENTAL COVERAGE**

- 18.01** Medical Coverage: The Company agrees to provide and maintain the provincial medical and extended health care plans and contribute One Hundred percent (100%) of the premium of these plans.

The Company agrees to provide a vision care plan that will allow for a benefit of Three Hundred dollars (\$300.00) per twenty-four (24) months for each family member.

*Eye exams coverage will be up to \$100 every 24 months.*

- 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.

- 18.03** On layoff or retirement, medical and dental coverage will continue till the end of the month following the month of the layoff. All other benefits will cease on the employees last day of work. On rehire or recall, coverage starts on the first of the month following rehire or recall.

On termination of employment, all benefits shall cease on the employee's final day of service.

- 18.04** In the event of a layoff that continues beyond the provisions of Article 18.03 above, employees may continue their medical coverage by prepaying one half (1/2) of their medical premium for one (1) year. If an employee works more than four hundred and eighty hours (480hrs) (not necessarily consecutive) or returns to work on a permanent basis during the one (1) year period he or she may claim a refund of the full amount.

- 18.05** Employees who work forty (40) hours per week on a continuous basis and who have successfully completed their probationary period are considered Permanent full-time employees and are eligible for all Company Benefits. Benefit enrolment occurs on the first (1<sup>st</sup>) of the month following three (3) months of consecutive full-time employment.

**18.06** Employees who work twenty (20) hours per week to thirty nine (39) hours per week on a continuous basis and who have successfully completed their probationary period are considered Permanent Part-Time (Parts Department) Employees and are eligible for full coverage on the Medical and Dental Plans and pro-rated coverage on the sick leave, income continuance, L.T.D. and Group Life plans.

**18.07** Probationary Period for Permanent Part-Time Employees (Parts)

Employees considered to be working part-time as outlined in Clause 18.06 of the Collective Agreement will have a probationary period considered equivalent to full time employees. Part time employees will have to have worked sixty-five (65) scheduled shifts before the probationary period is considered successfully completed.

**18.08** Employees may access a copy of the “Guide to Your Group Benefits – for hourly employees of British Columbia and Yukon” on the Company intranet.

**ARTICLE 19 - INCOME CONTINUANCE COVERAGE**

**19.01** The Short Term Disability (STD) Benefit shall be Seventy percent (70%) of the employees' current base wage rate.

Coverage is contingent upon both the employee and doctor providing the required claim form information showing total disability to the satisfaction of the benefits carrier.

**19.02** The Long Term Disability Benefit shall be Twenty five Hundred Dollars (\$2500.00) per month Please reference contract number 56243. Employees will pay 100% of the monthly benefit premium.

**19.03** An employee who becomes incapacitated by an injury or illness which causes him/her to be unable to perform their present job will be given preference for a position which he/she can do or can be trained to do.

**ARTICLE 20 - SICK LEAVE**

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

**20.02** After working two (2) consecutive months, an employee will have earned *five (5)* hours of sick leave credits, and will accumulate *five (5)* hours per month thereafter to a maximum of forty-*eight (48)* hours. At the beginning of each year thereafter, employees will receive credit for forty-*eight (48)* hours' Sick Leave to apply to the current year's service. Sick leave credit will be maintained but not accumulated during lay-off.

*For 10-hour employees, after working two (2) consecutive months, an Employee will have earned six (6) hours of sick leave credits, and will accumulate six (6) hours per month thereafter to maximum of sixty (60) hours. On January 1st of each year thereafter, Employees will receive credit for sixty (60) hours sick leave to apply to the current years' service. Sick leave credit will be maintained but not accumulated during layoff.*

*For 12-hour continuous shift, after working two (2) continuous shift months, an Employee will have earned seven (7) hours of sick leave credits, and will accumulate seven (7) hours per month thereafter to maximum of seventy-two (72) hours. On January 1st of each year thereafter, Employees will receive credit for seventy-two (72) hours sick leave to apply to the current years' service. Sick leave credit will be maintained but not accumulated during layoff.*

**20.03** Employees who report sick during any day will have their sick leave allotment reduced by the number of hours not worked during that day.

**20.04** Sick leave is not to be used for any purpose other than legitimate illness and/or for Doctor and Dentist appointments (can be taken in increments). A Doctor's slip may be required. Sick leave as described above, can also be used for members of an employee's immediate family.

For the purpose of this clause, immediate family shall include an employee's spouse, children, parents, grandparents, or family members who reside in the same household.

**20.05** All absence due to illness of more than three (3) consecutive days' duration shall require a Doctor's certificate to the employee's Department Manager.

**20.06** It is the employee's responsibility to immediately notify (in person by phone, and if unsuccessful then employees may leave a voicemail, text or email) his or her Department Supervisor of absence due to illness. If there is no notification, absence may be considered absence without pay and the regulations in Article 4.03 may apply.

**20.07** All sick days not used can be accumulated to a maximum of twenty-five (25) days. This maximum is inclusive of the current year's eligibility. The sick leave accumulation cap shall be a maximum of fifty (50) days for employees who were active participants at the conclusion of the retention bank program maintained during the 2003 – 2006 Collective Agreement.

**20.08** Accumulated sick leave may only be used after the current year's annual five (5) days sick leave has been used up. The employee may also choose to delay STD payments with the use of accumulated sick leave.

**20.09** No pay or allowance will be made in lieu of sick leave except in the case of termination due to branch closure or transfer out of the BC/Yukon bargaining unit or after twelve (12) months of layoff without recall.

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

#### **ARTICLE 21 - BEREAVEMENT LEAVE**

- 21.01** If an employee suffers a death in the immediate family he/she shall be granted compassionate leave-of-absence with full pay for five (5) days based on regularly scheduled hours of work. Sick leave may also be used for compassionate purposes.

Immediate family means: spouse, mother, father, brother, sister, children, mother-in-law, father-in-law, grandparents, grandparents-in-law, grandchildren, brothers-in-law and sisters-in-law. If the employee affected does not attend services, he/she shall only be entitled to one (1) day as provided in this Section. The employee may be required by the Company to substantiate the death.

#### **ARTICLE 22 - JURY DUTY**

- 22.01** An employee called for Jury Duty, Crown Witness or is subpoenaed will not be required to appear in Court and attend his/her regular shift on the same day. If however, they are not selected or required to testify they will report for work.

The employee will be required to submit proof of juror service or subpoena and forward any payment received to the Company. The Company will make up the difference between Jury pay or witness fees and the employees regular wages.

#### **ARTICLE 23 - UNION NOTICES AND SHOP STEWARDS**

- 23.01** A notice board will be provided for the posting of all official Union notices exclusively and not to be used for disseminating political propaganda. All such notices shall be submitted to a Company official for approval before posting.
- 23.02** The employees in each Branch will elect one (1) or more Union members from each shop or shift who will be known as Shop Stewards and these will be recognized by the Company.
- 23.03** No Shop Steward, Committee or employee shall be discriminated against or jeopardized in seniority standing or suffer any loss of employment on account of membership or activity in the Union, provided that such activity is not allowed to interfere with the work and production of the Company.

Upon formal request for an unpaid leave of absence, an employee may be granted a leave to serve as a fulltime officer of the Union. Upon return to the bargaining unit, accrued seniority would be credited to the person. The person would not be guaranteed a specific job, but would be eligible for a job for which he or she was qualified.

**23.04** When the Company finds it necessary to lay off or discharge a Shop Steward, the Business Representative of the Union shall be notified prior to such layoff or discharge.

**23.05** Employees shall be entitled to Union representations at any disciplinary meetings with management, or at any meetings that may lead to discipline.

#### **ARTICLE 24 - MOONLIGHTING**

**24.01** The Company and the Union agree in principle to eliminate the practice commonly referred to as moonlighting.

**24.02** When this practice affects the Company's business or the employee's ability to perform his/her job, it shall be cause for reprimand or dismissal.

**24.03** When this practice affects the Union, the Company agrees to cooperate with the Union in reprimand and/or dismissal.

#### **ARTICLE 25 - GENERAL PROVISIONS**

##### **CLOTHING**

**25.01** Arctic Parkas. Three (3) Arctic Parkas will be available in the Tool room for coastal crews being sent to the North West Territories or the Yukon in the winter.

**25.02** Gloves. Will be supplied as a Tool Crib item in all Branches. Employees may be required to turn in used gloves.

**25.03** Coveralls and Smocks. All employees required to wear coveralls or smocks shall have these supplied and cleaned by the Company. Employees are expected to take reasonable care of clothing supplied.

Three (3) pairs of Arctic coveralls will be supplied to field mechanics and sufficient Arctic coveralls will be supplied to cover the requirements of the branch. These will be replaced on surrender of the worn set. At time of replacement, employees shall have option of one (1) or two (2) piece Arctic coveralls.

Insulated Boots. The Company will provide up to One Hundred and Fifty (\$150.00) dollars per year toward the cost of replacement for CSA approved insulated work boots for employees required to work outside with submission of receipts.

**25.04** Cold Weather. With the cooperation of employees, the Company will attempt to maintain shop temperatures above ten degrees Centigrade (10° C).

- 25.05** (a) The Company agrees not to require its employees to perform outside repair work in temperatures below minus thirty degrees centigrade (-30°), unless adequate protection and some form of heat is provided. Tarpaulins, windbreaks, etc., shall be erected before commencement of work and heat must be made available.
- (b) NOTE: It must be recognized that an understanding of this nature requires a high degree of cooperation between the employee and the Company. Employees will not arbitrarily stop work without advising their supervisors.

**25.06** Customer Assisted Repair

Employees of customers may work on Company premises, in the repair of said customer's equipment, providing:

- (a) The Shop Steward will be informed.
- (b) One (1) employee of the customer per machine and the work shall not exceed sixty (60) days. Should more than one (1) employee of the customer be required the Shop Steward and Management will meet to review the matter and by mutual agreement will determine the appropriate number of said Customer employees.
- (c) Employees of customers must provide their own tools.
- (d) Must use Company facilities only under the direction of a Finning employee, and
- (e) Must not displace a Member of this Bargaining Unit.
- (f) Will be provided an orientation to the Company and Branch work rules, and must adhere to all Company policies and regulations and adhere to Company Health, Safety and Environmental standards and practices.

**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.

**25.08** Lunch Room. The Company will supply suitable accommodation where employees may have their lunch.

- 25.09** Company Owned Tools On layoff, or termination for any reason, no employee will be issued their final pay until they have returned all Company issued tools and property to their supervisor/manager.

### **SAFETY EQUIPMENT**

- 25.10** Hard Hats and Rain Jackets. Hard hats will be supplied by the company, and they are required as outlined in the corporate standard for personal protective equipment.

Also a sufficient number of quality rain suits will be kept in tool cribs for shop and field use. When worn out or damaged, personal rainsuits will be replaced upon presentation to branch management.

- 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 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.

- 25.12** Safety Boots The Company will provide an allowance of Two Hundred Fifty (\$250.00) dollars to all bargaining unit employees whose regular work is in shops or Warehouse area are required to wear Regulation Safety boots during working hours.

The allowance will be paid once per year to active employees in September for the current calendar year period. Employees must have completed their probationary period in order to qualify for the payment. All employees must be active at the time of payout. However, if an employee is on layoff status, they will be paid this allowance upon return to work. Safety boots must comply with the corporate standard for personal protective equipment and must be in good working condition.

- 25.13** Gloves The Company will supply a selection of gloves for all hands on work, in order to comply with the corporate standard for personal protective equipment.

- 25.14** The Company shall supply protective clothing when employees are engaged in cleaning equipment.

- 25.15** Employees will be reimbursed 100% of the cost of one pair of custom earplugs every two (2) years for employees that require earplugs at their worksite.

**25.16** The Company shall provide a Backpack Respirator/Fresh Air Welding Helmet to welders on an as-required basis.

Employees will be encouraged to wear a respirator for all welding work.

**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 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.
- (b) It is the Company's intent that voluntary training sessions and meetings be limited to two (2) hours and the Company will supply the cost of a good meal.
- (c) Travel expenses paid by the Company will be airfare or the standard Corporate rate per kilometre, however the employee gets to the training session, meeting or interview. Call time guarantees do not apply for any training sessions.

**25.18** Wash Room Adequate washroom and locker facilities will be provided by the Company and kept in a sanitary condition. Employees will cooperate by observing the simple rules of cleanliness.

**ARTICLE 26 - SENIORITY AND LAYOFF**

**26.01** The parties hereto recognize that employees are entitled to a measure of job security based on length of service. It is further mutually recognized however, that in connection with job security, the skill, efficiency of an employee must also be studied as well as seniority standing.

It is agreed that, other things being equal, laying off work and resuming work will be done according to seniority with the Company, in the particular Facility or Division, in the Classification in which the employee is engaged. However, the following layoff order will be followed when layoffs are required in the Service and/or Parts Departments:

- Students
- Casual Labourers
- Part-Time employees (Parts department)
- Other service or parts classifications in accordance with this agreement

Journey person Helpers (Service Department) will be laid off prior to Mechanic Apprentices or Mechanics. A Journey person Helper will not be able to do sandblasting or steam cleaning on paint shop work if a Painter is on layoff in that Facility. If an Electrician is on layoff, a Journey person Helper is not able to assist with Electrical work.

In the event of layoffs, the principle of last person on, first person off, shall prevail provided the employee is qualified and able to perform the available work.

The Company, however, agrees that when it is necessary for layoffs to be made which are not strictly in accordance with the Seniority List, the Shop Steward will be notified if possible in advance, and will be fully informed on the matter if he/she so requests.

Decisions on layoffs, re-hiring, promotions etc., will be the responsibility of the Company, but it is understood that any dispute arising therefrom may be taken up under the Grievance Procedure of this Agreement.

Company seniority for purposes of this clause will be time spent as a Union member.

**26.02** Each employee's seniority with the Company shall be broken by:

- (a) Voluntary quitting of job or by waiving recall rights while on layoff.
- (b) Exceeding authorized leave-of-absence.
- (c) Discharge and not reinstated under the terms of this Agreement.
- (d) Failure to report back to work within one (1) week after notification to return to work, unless failure is proved to be unavoidable.
- (e) Accepting a Company position outside the bargaining unit for a period of more than twelve (12) months.

**26.03** Seniority shall be maintained and accumulated during occupational injury or illness.

**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.

**26.05** A laid-off employee shall retain their seniority and recall rights with the Company for twelve (12) months after date of layoff. Effective July 1, 2003, in order to avoid situations where employees lose seniority standing during layoffs, employees shall accumulate seniority for the duration of such layoffs. However, no time will be credited towards pay increments during layoff.

Employees shall not receive company benefits during layoffs, except as provided in 18.03, 18.04 and Article 27.

The temporary layoff shall be considered uninterrupted for employees who are recalled to forty (40) hours of work or less.

However, if an employee is re-hired within three (3) years of lay off, his/her seniority rights will be reinstated less the period of absence as long as the employee did not waive their recall rights under Article 27.

- 26.06** When an employee is called back from layoff, the Company guarantees that the employee will work for a minimum of one (1) week.

The Company shall make every reasonable effort to contact the most senior employee on layoff:

- (a) By phone to the employee's last known phone number. Then, failing contact:
- (b) By letter requiring proof of receipt by the employee's signature, sent to the employee's last known address.

However, if the work available requires recalling an employee for less than forty (40) hours, contact by letter requiring proof of receipt by the employee's signature may not be required. The affected employee shall be given the option of accepting less than forty (40) hours work or taking a bypass for that particular call. In the case of an out-of-seniority recall, the Shop Steward shall be advised.

If an employee is recalled out of seniority as the result of a bypass as shown above, that employee shall remain employed until the specific job he/she was hired to do is complete or forty (40) hours of work is complete, whichever comes first.

If the work required subsequently exceeds forty (40) hours, the Company shall again contact the senior employee and offer the position to him/her, and such contact shall be made in accordance with (a) and (b) above.

When the work available is for forty (40) hours of work or more, an employee may only take two (2) bypasses at their home branch or provisions of Article 26.02 shall prevail.

- 26.07** Employees who are recalled from layoff to a different branch will be deemed to have returned to their home branch first in order to re-establish their seniority in the home branch.

## **ARTICLE 27 - SEVERANCE**

- 27.01** An employee who is permanently laid off, or otherwise terminated (except for just cause) will receive severance pay or given notice in writing as set out below.

From six (6) months to two (2) years' completed service – two (2) weeks' severance or notice or combination up to two (2) weeks.

For each additional completed year of service, - one (1) week's severance or notice to a maximum of sixteen (16) weeks for sixteen (16) years of service.

The above is payable after twelve (12) months of layoff, at which time the employee loses his or her right to recall.

An employee can claim his/her severance after thirteen (13) consecutive weeks of layoff if he or she terminates employment and waives recall rights under the Collective Agreement.

Years of service shall be interpreted to mean the total numbers of years of service between the date of employment and the date on which the employee's job ceases.

The employee may elect to receive his/her severance pay either in a single lump sum, or in equal biweekly payments to be spread over as many weeks as are included in his or her severance pay allowance.

#### **27.02 Facility Closure**

- (a) In the event that the Company decides to close, restructure, or relocate any of the existing divisions or facilities and work is no longer available the affected employee(s) shall be offered the first available job opportunity in his/her classification, in accordance with Article 26.01. Should the affected employee(s) turn down this job opportunity and the relocation travel distance is less than three hundred kilometers (300 km) the employee shall be offered severance on the basis of 27.01.
- (b) If suitable employment cannot be found within thirteen (13) weeks as in (a), the employee shall receive severance pay in the amount of three (3) weeks per completed year of service to a maximum of one hundred and four (104) weeks pay. Alternatively the employee shall have the option of maintaining recall with the Company for a period of twelve (12) months, and the provisions of 27.02 (a) shall apply. At any time during this period he may terminate employment by requesting payout of this severance pay.
- (c) Notwithstanding the above provisions, the Company agrees to give the Union a minimum of sixty (60) days' written notice of any facility closure. If adequate notice is not provided to the Union, affected employees will be credited an additional one (1) year of service towards their severance calculation in (b) above.

## **ARTICLE 28 - GRIEVANCES AND COMPLAINTS**

**28.01** An employee will have access to the grievance procedure for alleged dismissal without just cause, or any alleged violation of this Collective Agreement.

**28.02** All grievances and complaints not settled by the Supervisor shall be reduced to writing by the employee(s) and filed with the Company through the Shop Steward or Shop Committee within ten (10) days of occurrence. Any grievance or complaint not so filed shall be deemed to have been waived and shall not be entitled to consideration. An honest effort to settle all grievances without stoppage of work shall be made in the following manner:

Step 1: Through discussion with the employee, Shop Steward and the immediate Supervisor/Manager.

Step 2: Failing settlement within five (5) days at Step 1, the employee and/or his/her representative shall meet and endeavour to settle the matter with Branch Management.

Step 3: Should no satisfactory settlement be reached within seven (7) days at Step 2, the employee's representative will discuss the grievance with Human Resources who will arrange for a meeting with Senior Management and the Union Business Representative.

**28.03** When grievances cannot be finally adjusted by the Company and the Union representatives, the matter shall be submitted, within seven (7) days to an Arbitrator appointed as hereafter provided.

**28.04** A two (2) 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.

## **ARTICLE 29 - ARBITRATION**

**29.01** The Party desiring arbitration shall submit a list of four (4) Arbitrators and shall notify the other Party in writing of the name and address of the persons so nominated and particulars of the matter in dispute.

**29.02** The Party receiving the notice shall within five (5) days thereafter notify the other Party of its selection, if any, from the Arbitrators submitted.

**29.03** Failing agreement, the two (2) parties shall confer to select an Arbitrator and failing for three (3) days to agree upon a person willing to act, either of them may apply to the Honourable Minister of Labour to appoint an Arbitrator.

- 29.04** The Arbitrator shall sit, hear the Parties, settle the terms of the question to be arbitrated, and make its award within ten (10) days from the date of the appointment of the Chairman, provided the time may be extended by agreement of the Parties.
- 29.05** If the Arbitrator finds that an employee has been unjustly suspended, discharged, or laid-off, that employee shall be reinstated by the Company without loss of pay and with all his/her rights, benefits and privileges which he/she would have enjoyed if the suspension, discharge or layoff had not taken place, provided that if it is shown to the Arbitrator that the employee had been in receipt of wages during the period between discharge, suspension or layoff and reinstatement, the amount so received shall be deducted from wages payable by the employer pursuant to this Clause.
- AND PROVIDED THAT the Arbitrator shall have authority to order the employer to pay less than the full amount of wages lost if, in the opinion of the Arbitrator, such lesser sum is fair and reasonable.
- 29.06** The Arbitrator shall have power to determine whether a particular issue is arbitrable under this Agreement.
- 29.07** If the award of the Arbitrator is subsequently set aside by a court of competent jurisdiction the question shall, at the request of either Party, be submitted to another Arbitrator appointed pursuant to and with all the powers provided by this Clause.
- 29.08** The expenses and remuneration of the Arbitrator shall be paid by the Parties in equal shares.
- 29.09** Without restricting the specific powers herein before mentioned, the Arbitrator shall have all the general powers of an Arbitration Board.
- 29.10** Upon mutual agreement, the parties may utilize a three (3) person panel of Arbitrators. In such case, each party shall appoint a designate within five (5) days, and the two (2) designates selected shall agree upon a Chairperson within five (5) additional days. Failing agreement upon a Chairperson, the parties shall apply to the Honourable Minister of Labour as outlined in 29.03 above.

### **ARTICLE 30 - DEFINITIONS OF CLASSIFICATIONS**

- 30.01** For the purpose of this Agreement the various classifications comprising the International Association of Machinists and Aerospace Workers are defined as follows:
- (A) **SERVICE DEPARTMENT CLASSIFICATIONS:**
- 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 Letter of Understanding.

**30.03** A CHARGEHAND: is a leadership development role supporting activities associated with repair execution, where an employee who is assigned to instruct and mentor others in the safe performance of their work and is held responsible for the quality and quantity of the work; Chargehands will support employee development discussions and the annual review process; however, will not be involved in final written warnings. Chargehands shall be a separate classification for the purposes of seniority; however, where layoffs become necessary within the Branch, Chargehands shall not be assigned additional work of others that he/she does not normally perform.

**30.04** JOURNEYPERSON A journeyperson must be able to carry out any work in his/her trade as required by the Company with the aid of issued drawings or relevant information. Trades will be recognized as standard industrial trades. The following Journey person groups will be recognized as separate classifications:

- Mechanic
- Welder
- Machinist
- Electrician
- Painter

The Company will recognize Journeypersons hired with the appropriate British Columbia Tradesman Qualification tickets and/or Interprovincial Tickets, as Journeypersons and these Journeypersons shall start at the Journey person's rate as listed in the Collective Agreement if their qualifications meet company standards.

**30.04(a)** ***TECHNOLOGY TECHNICIAN:** An employee whose focus is on the installation as well as calibration and commissioning of a range of technology on a variety of Caterpillar (CAT) equipment. The Technology Technician will support product application and hardware diagnostics and general support of various technology solutions, including Caterpillar MineStar, and product link. For further details reference the Technology Technician LOU.*

**30.05** GAS COMPRESSION TECHNICIAN: is a Journey person who maintains and repairs gas compression equipment. An employee in gas compression must hold a Journey person ticket in the applicable Mechanic, Heavy Equipment Technician, Electrician, Millwright or Automotive trade.

**30.06** A SPECIALIST is a person who is employed in a branch or subdivision of a recognized trade; or who performs some particular line of work commonly recognized as work connected with a recognized trade. Specialists will be allowed to apply for upgrading to a Journey person job where the category exists.

**30.07** A JOURNEYPerson's HELPER is a person employed to perform limited skill work. Examples of limited work are:

- guard and quick-attach attachment removal and installation;
- steam cleaning;
- general clean up to shops, yards, machines;
- pick-up truck driving;
- sandblasting;
- lube and oil;
- basic servicing

A Journeyperson's Helper may also assist a Journeyperson in the performance of his/her duties both in the shop and in the field. He/she may work independently while in the shop, but shall be under the direct supervision of the Chargehand. He/she shall work under the direction of a Journeyperson while in the field.

He/she will not be employed to displace any of the other mechanical classifications, and no helper shall be retained while persons in a higher mechanical classification are on layoff.

He/she will not, nor will he/she be expected to have his/her own personal tools. Where a basic tool box is required for the Journeyperson Helper, this shall be provided by the Company.

The ratio of Helpers to Journeypersons shall be no more than one (1) to four (4) in a branch.

**30.08** CASUAL (TEMPORARY) LABOURERS: may be employed up to **four (4)** months. They will not receive benefits, except as provided by the Employment Standards Act.

*Based on operational requirements, if the Employer requires a longer-term than four (4) months, the employer will consult with an IAMAW Lodge 692 Business Representative.*

*Casual/temporary employees shall not acquire seniority. However, any employee who becomes a permanent employee will have his/her seniority dated retroactive to the date of hire upon completion of the probation period as outlined in Article 1.03.*

*Casual/temporary employees will not be employed to displace full time employees and will not be utilized when there are employees on layoff within that department unless they refuse recall.*

*Casual/Temporary employees will receive four percent (4.0%) in addition to their basic hourly wages on each pay in lieu of the provisions in Article 16 – Vacations.*

*Casual/Temporary employment may end at any time for business or performance purposes.*

- 30.09 P.M. PERSON: A Journeyperson or Specialist who is employed to set up, perform and administer Preventative Maintenance programs.
- 30.10 ESTIMATOR: A person employed to estimate the cost of repairs on equipment requiring service and parts.
- 30.11 TOOL ROOM ATTENDANT: A person employed to maintain and distribute tools and literature to all appropriate people. They will also be responsible for rental and loan out agreements.
- 30.12 TRACK PRESS OPERATOR: A person employed to assemble and disassemble tracks.
- 30.13 HYDRAULIC PERSON: a Journeyperson or Specialist who is employed to perform work on hydraulic cylinders.
- 30.14 EQUIPMENT OPERATOR: A person employed to organize and maintain the yard, load and unload equipment, and complete safety inspections on fork lifts, tooling and cranes.
- 30.15 MAINTENANCE ASSISTANT: A person employed who is responsible for a variety of duties for maintaining the branch maintenance. Troubleshoots maintenance problems on electrical, structural, plumbing and HVAC systems. Performs preventative maintenance and oversees coordination of other maintenance activities.
- 30.16 MAINTENANCE SUPPORT STAFF: A person employed who is responsible for a variety of duties for maintaining the branch maintenance and supports the Maintenance Assistant.

**(B) PARTS DEPARTMENT CLASSIFICATIONS:**

- 30.17 PARTS CHARGEHAND: is a leadership development role supporting activities associated with Parts and Warehousing, where an employee who is assigned to instruct and mentor others in the safe performance of their work and is held responsible for the quality and quantity of the work; Chargehands will support employee development discussions and the annual review process; however, will not be involved in final written warnings. Chargehands shall be a separate classification for the purposes of seniority. Where layoffs become necessary within the Branch, Chargehands shall not be assigned additional work of others that he/she does not normally perform.
- 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.
- 30.19 PARTS WAREHOUSEPERSON: A Parts Warehouseperson will generally perform duties involved in receiving, shipping, binning and other warehouse duties.

Warehousepersons will be allowed to apply for upgrading after five (5) years service providing they pass the necessary qualifying examination and vacancies exist. They must be prepared to take the necessary courses and pass the various examinations to qualify as a Journeyperson Partsperson. Wages will be at existing rate for two (2) months after starting the program, then altered to the twenty-four (24) month apprentice rate.

**30.20 TOOL LAB ASSISTANT:** It is understood between both parties that a Tool Lab Assistant main job duties exists of:

- Opening and closing invoice work orders;
- Receiving large incoming orders and allocating freight to pending truck orders and
- Processing new tool orders to ship to Finning facilities.

**30.21 TOOL LAB CALIBRATOR:** It is understood between both parties that a Tool Lab Calibrator Level 1 is:

- able to perform all duties performed by a Tool Lab Assistant;
- able to perform basic torque wrench calibration duties;
- able to work with dial indicators;
- able to work with tools which measure dimensions (e.g. calipers);

It is understood between both parties that a Tool Lab Calibrator Level 2 is:

- able to perform all of the above mentioned duties;
- able to work with temperature guns;
- able to work with all types of torque wrenches and pressures;
- has a good overall understanding of all tool repairs;

**30.22 TOOL LAB TECHNICIAN:** a ticketed person who is responsible for repairing all tools and calibrating all devices serviced by the Finning Tool Lab. It is understood between both parties that a Tool Lab Technician is able to:

- perform all duties performed by a Tool Lab Calibrator Level 2
- instruct others in all Calibrator Level 2 functions
- implement calibration procedures for all serviced devices
- ensure traceability procedures are maintained in calibration
- ensure customer product is stored appropriately
- complete calibration certificates and spreadsheets
- develop new repair and calibration procedures

### **ARTICLE 31 - APPRENTICES**

**31.01** A ratio of four (4) Journeypersons to one (1) Apprentice will be maintained on the following basis:

- 31.02** For mechanical apprentices, the mechanical staff employed by the company shall be the group in which the ratio is applied. For the parts apprentice, the ratio of four (4) journeypersons to one (1) apprentice will apply in branches with more than four (4) parts employees. In a branch with four (4) or less parts staff, there will be a maximum of one (1) apprentice. This ratio may be changed by mutual agreement based on altered business activity that requires accelerated training to fill journeyperson vacancies.
- 31.03** Apprentices in their final year shall be classified as Journeyperson for ratio purposes once they have completed their third (3<sup>rd</sup>) year of training and hours.
- 31.04** For apprentice staff, promotion for pay purposes, as shown on Schedule "B" Wages of Apprentices, 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.
- 31.05** The Company will cover the costs of tuition, books and normal rate of pay for the first attempt at each appropriate Apprenticeship schooling level, and if required, one (1) re-write. If the Apprentice fails at any level of the apprenticeship program, a joint discussion with the Apprentice, Union Business Representative and the Manager will be arranged by the Company. If it is determined that more schooling is required the Apprentice will be responsible for those costs except in the case of proven extenuating circumstances agreed to by both parties.

For trades that allow challenge exams, if an employee chooses to challenge any level of the apprenticeship, the Apprentice will be responsible for all costs and lost time. If the Apprentice is successful on his/her first attempt at challenging the exam the Company will reimburse the Apprentice for costs and normal rate of pay. If an Apprentice is unsuccessful on the challenge exam, he/she will not be permitted to challenge any other level and will be required to attend each appropriate schooling level.

In the event that an employee who has been hired into an Apprenticeship Program voluntarily terminates employment within two (2) years following the completion of any apprenticeship training, the employee will be required to reimburse the Employer for tuition fees, textbooks, and normal rate of pay (minus the calculated EI benefits for the schooling period) for attending apprenticeship school on a pro-rated basis for the previous year of schooling.

- 31.06** An Apprentice having served his/her required time and having passed any necessary examinations and who meets the on-floor standards of the Company, will be classified as a Journeyperson.
- 31.07** The Apprentices working on night shift shall be permitted to attend regularly scheduled in-plant training sessions, provided the sessions are within the current training curriculum.

**31.08** Apprentices may be assigned to the field when accompanied by a Journeyperson Technician in order to enhance their apprenticeship work experience and training. In an apprentice 3<sup>rd</sup> and 4<sup>th</sup> year, they may be assigned to a field truck, based on skill, ability and management's discretion, without the accompaniment of a Journeyperson provided they are not put in charge of other workers.

**31.09** Apprentices will be considered a separate classification for lay off purposes until they are certified.

The Company will retain an apprentice with less seniority than a journeyperson in the event of lay off as long as the apprentice to journeyperson ratio is maintained in each branch. And according to the following:

- A 3<sup>rd</sup>/4<sup>th</sup> year Apprentice with less seniority than a Journeyperson will be retained as long as the Journeyperson has less than four (4) years of seniority:
- A 1<sup>st</sup>/2<sup>nd</sup> year Apprentice with less seniority than a Journeyperson will be retained as long as the Journeyperson has less than two (2) years of seniority.

The same conditions will apply to parts apprentices within the term of their indenture ship (now three (3) years). If the time of indenture ship changes then the classification protection will change accordingly.

**31.10** The Company will pay the cost of direct travel, travel includes air fare, bus fare from home to the city of the course. It does not include taxis, airline limousines, daily transport while attending class.

The Company will pay the Apprentice a maximum of Four Hundred Dollars (\$400.00) per week to cover all living and city travel and weekend expenses while the apprentice attends school as per the Apprenticeship expense guidelines. Detailed receipts will be required. The Apprentice will be required to travel a minimum of one hundred (100) km each way from their home branch in order to qualify for the living subsidy.

**31.11** Parts apprentice program shall conform to the Industry Training Authority (ITA) standards: i.e. formal training, examinations, hours indentured.

**31.12** In order to qualify for a Journeyperson Certificate, the graduating Apprentice will be required to pass all final government examinations, a performance discussion and a sign off/approval on recommendation for certification form from management. The written portion of this examination will meet the conditions of and be approved by the Industry Training Authority (ITA).

**31.13** It is the Company's responsibility to schedule the Apprentice's time line and training. The Apprentice will not be held back on wage increments because of training schedule short falls. The normal apprenticeship should be complete by four years (4yrs) less the credited time.

## **ARTICLE 32 - SAVINGS CLAUSES**

- 32.01** No provision of this Agreement shall be used to remove working conditions or reduce wages presently in effect.
- 32.02** Nothing herein contained shall preclude higher wages being paid to employees of special ability as determined by the Company.
- 32.03** Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and such remaining portions shall continue in full force and effect.
- 32.04** Picket Lines. It shall not be a violation of this Collective Agreement if Members of this Union respect and/or honour a legal picket line.
- 32.05** The Article Headings of this Collective Agreement shall be used for the purpose of reference only, and shall not be used as an aid in the interpretation of this Agreement.

## **ARTICLE 33 - TECHNOLOGICAL OR PROCEDURAL CHANGES**

- 33.01** Recognizing the dynamic changes facing the Company and the Union over the term of the Collective Agreement a committee of three (3) persons representing the Company and three persons representing the Union will meet on a quarterly basis to address and resolve emerging issues. The purpose of the meetings is to provide for continuing consultation and cooperation on ways to achieve sustainable improvements in Customer Service while striving to enhance the working climate and job opportunities for employees.
- 33.02** Both the Company 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 Company 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. If adequate notice is not provided to the Union, affected employees will be credited an additional one (1) year of service towards their severance calculation.
- 33.03** Technological change will be considered the introduction of new or modified equipment, or work processes, which will displace employees in a branch. The Company will provide information about the new technology and the impact on the Employees.
- 33.04** Where jobs are made redundant, the affected employees will be given an opportunity to move to other positions provided there are openings and they are capable of performing the job functions.

Employees who move to a lower classification shall have their wages red circled.

- 33.05** An important purpose of this article is to assist employees in adapting and retraining to meet technological change in the workplace.
- 33.06** When Technological change occurs, the Company shall provide adequate opportunities for training and skill development for the affected employee(s) so that they may be equipped to fill other jobs within the Company that are commensurate with their ability, qualifications and seniority. The Company and the Union will encourage the employees to participate in skills upgrading. This may involve attending a course inside or outside the Company. The Company will assume the cost of any agreed to course.
- 33.07** If an employee is not able to be placed in a suitable position, severance pay shall apply, in accordance with the provisions of Article 27.02 (Branch Closure) of this Collective Agreement.
- 33.08** Any changes to wage categories, rates or layoff classifications necessitated by the introduction of the change will be negotiated by the Union and the Company.

## **ARTICLE 34 – CONTRACTING OUT**

### **34.01 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.

1. 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.
2. 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.
3. The Employer and the Union agree they will meet and make a good faith effort to develop alternatives that may retain such work under the jurisdiction of the unionized employees.

### **34.02 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:

1. Meet with the Union, a minimum of one hundred and twenty (120) days in advance of taking such action;

2. Provide an opportunity for Employees to move to other available positions within the bargaining unit that they are capable of performing;
3. 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;
4. Provide outplacement counseling to all Employees laid off due to contracting out;
5. Provide severance on layoff as outlined in Article 27;
6. Provide HR resources to facilitate movement of Employees, coordination of re-training and outplacement counseling and payment of severance.

### **ARTICLE 35 - MACHINISTS PENSION PLAN, LODGE 692**

**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.

The Machinists Pension Plan Lodge 692 contributions shall be made on behalf of employees at no less than six percent (6%) of earnings, full cost of such contributions shall be borne by the Company.

Effective April 15 2018, the Company contribution shall be no less than six percent (6%) of earnings.

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%) toward 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** Wind down of the Sun Life pension and provide employees who have a Sun Life pension the option to do one of the below;

- 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.

- b) Transfer to another pension plan that allows transfers of funds in, for example the Machinists 692 Pension Plan.
- c) Transfer to another financial institution.

**ARTICLE 36 - DURATION OF AGREEMENT**

- 36.01** This Agreement shall be in full force and effect from and including APRIL 15, 2023 to and including APRIL 14, 2026 and shall continue in full force and effect from year to year thereafter subject to the right of either Party to this Collective Agreement within four (4) months immediately preceding the date of APRIL 14, 2026 or immediately preceding the anniversary date in any year thereafter, by written notice to the other Party, require the other Party to commence collective bargaining with a view to the conclusion of a renewal or revision of this Collective Agreement or a new Collective Agreement.
- 36.02** Should either Party give written notice to the other Party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike, or the Company shall give notice of lockout, or the Parties shall conclude a renewal or revision of the Collective Agreement or a new Collective Agreement.
- 36.03** During the life of this Agreement, or while negotiations for a further Agreement are in progress, there shall be no strikes or stoppages of work on the part of the Members of the Union, nor any lockout on the part of the Company.

DATED AT VANCOUVER, B.C. THIS 26 DAY OF July, 2023.

**INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE WORKERS,  
VANCOUVER LODGE #692**

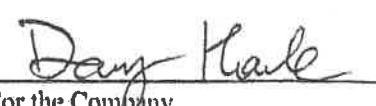
  
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Business Representative

  
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Bargaining Committee

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

  
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For the Company

  
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For the Company

  
For the Company

  
For the Company

## SCHEDULE "A"

### FINNING (CANADA), A DIVISION OF FINNING INTERNATIONAL INC. WAGES - MECHANICAL DEPARTMENT

<u>CLASSIFICATION</u>	<u>APR. 15/23</u>	<u>APR. 15/24</u>	<u>APR. 15/25</u>
Chargehand	55.45	58.22	60.55
Gas Compression Technician	54.00	56.70	58.96
Resident	54.00	56.70	58.96
Journeyman	49.52	52.00	54.08
<i>Technology Technician</i>	49.52	52.00	54.08
Estimator	49.52	52.00	54.08
Specialist	46.43	48.75	50.70
Equipment Operator	41.69	43.77	45.53
Maintenance Assistant	40.40	42.42	44.11
Maintenance Support Staff	35.91	37.71	39.22
Track Press Operator – 1 Year rate	39.99	41.99	43.67
Track Press Operator 7 – 12	34.84	36.58	38.05
Track Press Operator 0 – 6	29.71	31.20	32.45
<i>Tool Room Attendant</i>	32.86	34.50	35.88
Journeyman Helper	30.81	32.35	33.65
Journeyman Helper 7 – 12	28.80	30.24	31.45
Journeyman Helper 0 – 6	26.80	28.14	29.26
Casual Labourers	26.52	27.85	28.96
Student	21.49	22.56	23.46

Field Rate Two Dollars and fifty-five cents (\$2.55) per hour field rate to be paid above classification rate to all Service Department employees covered by this Agreement when working off Company Premises. The field rate will not attract overtime rates.

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.

Shift Differential Three Dollars (\$3.00) per hour on the second shift.

Shift Differential Five Dollars and ten cents (\$5.10) per hour on the third shift.

First Aid	Level 3 Ticket	\$1.05 per hour
Premiums:	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.

### Dual Ticket Premium

Where, as a results of business needs, the Company requires an employee to hold dual certification, the employee shall hold classification seniority within his/her primary trade certification. The primary trade of the employee shall be determined at the time he/she posts into the position (ie: an employee who posts into a position as a mechanic-electrician shall be classified as a mechanic and shall be laid off as a mechanic; an employee who posts into a position as an electrician-mechanic shall be classified as an electrician and shall be laid off as an electrician). Employees may not use their seniority to displace employees classified in the trade of their secondary trade certification. If the company requires the use of a dual ticket, a One Dollar (\$1.00) per hour premium will be provided. This premium will not attract overtime.

## **SCHEDULE "B"**

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

#### **WAGES**

#### **APPRENTICES**

(Four year schedule)

Apprentices shall be required to complete the Total Hours as shown below in order to qualify for completion of their Apprenticeship and to be considered a Journeyperson. For the purposes of progression to the next increased wage rate, the Apprentice shall be required to complete the required number of Progression Hours.

Employees will not be eligible for retro payment based on hours if they delay any of their schooling for any reason, if an employee is held back in going to school due to documented performance concerns, if an employee fails any levels of the schooling, or if the employee received hours credit from other employers for previous work experience. Any delays in the control of the employer will be subject to retroactivity.

The Apprentice shall be credited with all actual hours worked. Overtime hours shall count toward the Hours worked, but shall not be counted as double hours. There shall be no credit for vacation hours, statutory holidays, or time taken off work due to illness or personal absences.

For any Trades not specifically outlined below, the number of hours shall be those established by the BC Industry Training Authority (ITA).

An Apprentice will still be required to meet the on floor standards of the company in accordance with Article 31 prior to being classified as a Journeyperson.

The Company agrees to credit an internal Apprentice at the beginning of his/her term, any previous relevant schooling and/or work experience as recognized and approved by the B.C. Industry Training Authority.

Program	Total Hours	Progression Hours
Heavy Equipment Technician	6000	750
Industrial Electrician	6000	750
Machinist	6600	825
Parts Technician	5040	840

#### New Apprentices effective September 1, 2017

Program	Work Experience Hours	Eligible Position Apprentice
Heavy Equipment Technician	0 - 795	0 – 6
	796 - 1590	7 - 12
	1591 - 2385	13 - 18
	2386 - 3180	19- 24
	3181 – 3975	25 - 30
	3976 - 4770	31 - 36
	4771 - 5565	37 - 42
	5566 - 6360	43 - 48

#### Wages - Mechanical Department

Mechanical Apprentices		April 15/23	April 15/24	April 15/25
1 <sup>st</sup> Year	Period 1	\$24.76	\$26.00	\$27.04
	Period 2	27.24	28.60	29.75
2 <sup>nd</sup> Year	Period 3	29.71	31.20	32.45
	Period 4	32.20	33.81	35.17
3 <sup>rd</sup> Year	Period 5	34.66	36.40	37.85
	Period 6	37.14	39.00	40.56
4 <sup>th</sup> Year	Period 7	39.61	41.59	43.26
	Period 8	44.56	46.79	48.66

#### Wages - Parts Department

Parts Apprentices		April 15/23	April 15/24	April 15/25
1 <sup>st</sup> Year	Period 1	\$23.14	\$24.30	\$25.27
	Period 2	25.45	26.72	27.79
2 <sup>nd</sup> Year	Period 3	30.07	31.58	32.84
	Period 4	32.38	34.00	35.36
3 <sup>rd</sup> Year	Period 5	37.02	38.87	40.42
	Period 6	41.65	43.73	45.48

## SCHEDULE "C"

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

#### WAGES - PARTS DEPARTMENT

<u>CLASSIFICATION</u>	<u>APR. 15/23</u>	<u>APR. 15/24</u>	<u>APR. 15/25</u>
Chargehand	51.83	54.43	56.60
Journeyperson Partsperson	46.27	48.58	50.53
Hose Maker (Specialist)	46.43	48.75	50.70

Leadhand – 5% above Parts Journeyperson rate. 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.

Hose Maker Premium - \$2.50 per hour - For all hours worked making hoses over their appropriate parts warehouseperson rate. This premium will not attract overtime.

<u>CLASSIFICATION</u>	<u>APR. 15/23</u>	<u>APR. 15/24</u>	<u>APR. 15/25</u>
Warehouseperson Chargehand	42.20	44.31	46.08
Parts Warehouseperson	37.69	39.58	41.16
31 - 36 months	35.14	36.90	38.37
25 - 30 months	32.85	34.49	35.87
19 - 24 months	30.63	32.17	33.45
13 - 18 months	28.69	30.13	31.33
7-12 months	27.74	29.13	30.29
0 - 6 months	26.80	28.14	29.26
<b><i>Casual Labourer*</i></b>	<b><i>26.80</i></b>	<b><i>28.14</i></b>	<b><i>29.26</i></b>
Students	21.48	22.55	23.45

Leadhand: 5% above Parts Warehouseperson rate. 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.

NOTE: PART-TIME PARTSPEOPLE are those employees who work a regular relief role. This usually covers the weekend work such as a Friday night shift, or an all-day Saturday shift. Most often these employees are recruited from the ranks of the summer help.

PERMANENT PART-TIME (PARTS DEPT. ONLY): An employee who works a regular shift that totals one-half (1/2) or more of the scheduled shift hours shall receive Statutory Holiday pay prorated to the actual shift hours they work. They shall accrue vacation pay in accordance with Article 16 of the Collective Agreement, except that they shall receive the appropriate percentage of gross earnings based upon their actual earnings.

## WAGES for Regional Distribution Centre (RDC) Employees

Surrey – hired after June 30<sup>th</sup>, 2003

<u>CLASSIFICATION</u>	<u>APR. 15/23</u>	<u>APR. 15/24</u>	<u>APR. 15/25</u>
Chargehand	35.12	36.87	38.35
Parts Warehouseperson	31.34	32.91	34.23
19-24 Months	29.49	30.96	32.20
13-18 Months	27.91	29.31	30.48
7-12 Months	26.34	27.66	28.76
0-6 Months	24.76	26.00	27.04
<b>Casual Labourer*</b>	<b>24.76</b>	<b>26.00</b>	<b>27.04</b>
Students	21.48	22.55	23.45

*\* These positions may be posted as 'temporary Parts Warehouseperson' positions for recruitment purposes (see Article 30.08).*

Leadhand: 5% above Parts Warehouseperson rate. 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.

Note: Employees who are in a warehouse classification as of the date of ratification will maintain the current wages of the warehouse classification and will receive all wage increases as outlined in the schedules/wages section of this document.

1. All existing employees as of the date of ratification shall be grandfathered at existing rates.
2. Two tiered wage structure shall apply only to employees in the regional parts distribution centers.
3. Employees hired in the RDC shall progress to top rate over a two years period; such employees who subsequently transfer out to a branch warehouse shall progress over one year to the regular warehouse rate.
4. The Company agrees there shall be no closure of RDC during the life of this Collective Agreement.
5. Employees who transfer into the RDC shall be entitled to wages paid at the appropriate rate of pay based upon their date of hire.
6. The parties acknowledge that all RDC provisions shall apply only to the Surrey D78 location.

**SCHEDULE "D"**

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

**WAGES - TOOL LAB**

<b><u>CLASSIFICATION</u></b>	<b><u>APR. 15/23</u></b>	<b><u>APR. 15/24</u></b>	<b><u>APR. 15/25</u></b>
Tool Lab Chargehand (trade ticket)	49.39	51.85	53.93
Tool Lab Technician (trade ticket)	44.10	46.30	48.15
Tool Lab Calibrator Level 2	38.50	40.42	42.04
Tool Lab Calibrator Level 1	35.66	37.44	38.94
Tool Lab Assistant – 1 year	32.86	34.50	35.88
Tool Lab Assistant 7-12	29.75	31.24	32.49
Tool Lab Assistant 0 – 6	28.27	29.68	30.87

Leadhand: 5% above Tool Lab Technician rate. 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.

## **SCHEDULE "E"**

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

#### **E.01 Employees' Tuesday to Saturday Work Week:**

A work week to cover Tuesday to Saturday operation shall be operated under the following conditions.

Employees hired after January 1, 1971, but prior to October 15, 1985 the Company may schedule a maximum of three (3) employees in each branch or depot throughout the Province and six (6) employees in the Greater Vancouver Branches. Employees hired after October 15, 1985 will be excluded from this limit.

Employees hired after October 14, 1985 will be required to work a Tuesday to Saturday shift if requested.

For each Employee accepting a Tuesday to Saturday work week, the tour of duty shall not exceed thirty (30) consecutive calendar days at any one time except where the employee wishes to remain on this shift and so signifies in writing

Five (5) consecutive days, Tuesday to Saturday inclusive, shall be worked.

#### **E.02 All Departments: Tuesday to Saturday Shift Premium**

A Premium of One Dollar and Fifteen Cents (\$1.15) per hour for all hours worked shall be paid above the normal Classification rate to employees of all departments who work a Tuesday to Saturday shift.

In addition to the above, if a second or third shift is employed, then the standard shift premium shall also apply.

## **SCHEDULE "F"**

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

#### **HOUSING ALLOWANCE**

This allowance will be paid to Employees who maintain a residence in the community of the Branch where they are employed.

<u>Location</u>	<u>April 15, 2017</u>
Whitehorse	\$400.00
Fort Nelson	\$400.00
Tumbler Ridge	\$400.00

**SCHEDULE "G"**  
**THE CAT RENTAL STORE**

All locations other than shown in Schedule "H"

	<b>Apr. 15/23</b>	<b>Apr. 15/24</b>	<b>Apr. 15/25</b>
Journeyperson Mechanic (Ticket in some specialization)	\$41.51	\$43.59	\$45.33
Rental Mechanic (Heavy Duty-Unticketed)			
0 – 12 months	\$31.96	\$33.56	\$34.90
13 – 24 months	\$35.50	\$37.27	\$38.77
Thereafter	\$37.37	\$39.23	\$40.80
Small Engine Mechanic			
0 – 24 months	\$25.98	\$27.28	\$28.37
Thereafter	\$28.84	\$30.28	\$31.50
Journeyperson Parts Technician	\$37.37	\$39.23	\$40.80
Parts Coordinator	\$24.28	\$25.50	\$26.52
Driver – Class 1	\$33.26	\$34.93	\$36.32
Drivers – Class 3 (Or Class 5 with Air Brake endorsement)	\$29.70	\$31.19	\$32.43
Drivers – Class 5 license			
0 – 12 months	\$22.83	\$23.97	\$24.93
Thereafter	\$24.71	\$25.94	\$26.98
(Drivers are paid based on vehicle driven requirements as opposed to license or endorsement held)			
Yard person/Warehouse			
0 – 12 months	\$22.83	\$23.97	\$24.93
Thereafter	\$24.71	\$25.94	\$26.98
Washbay	\$20.60	\$21.63	\$22.49

Field Rate: Where a mechanic has to work off Company premises one (1) hour or more the company will pay one dollar and fifty cents (\$1.50) 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.

**Apprentice Wages – TCRS (Schedule G)**

<b>Mechanical Apprenticeship Year</b>	<b>Apprenticeship Period</b>	<b>Progression Percentage</b>	<b>Apr 15/23</b>	<b>Apr 15/24</b>	<b>Apr 15/25</b>
<b>Year 1</b>	Period 1	60%	24.91	26.16	27.20
	Period 2	65%	26.99	28.34	29.47
<b>Year 2</b>	Period 3	70%	29.08	30.53	31.75
	Period 4	75%	31.14	32.70	34.01
<b>Year 3</b>	Period 5	80%	33.22	34.88	36.28
	Period 6	85%	35.30	37.06	38.55
<b>Year 4</b>	Period 7	90%	37.38	39.24	40.81
	Period 8	95%	39.45	41.43	43.08
<b>Full Rate</b>	Journey person Rate	100%	41.51	43.59	45.33

<b>Parts Apprentice Apprenticeship Year</b>	<b>Apprenticeship Period</b>	<b>Progression Percentage</b>	<b>Apr 15/23</b>	<b>Apr 15/24</b>	<b>Apr 15/25</b>
Year 1	Period 1	65%	\$24.28	\$25.50	\$26.52
	Period 2	75%	\$28.03	\$29.43	\$30.60
Year 2	Period 3	80%	\$29.89	\$31.39	\$32.64
	Period 4	85%	\$31.77	\$33.36	\$34.69
Year 3	Period 5	90%	\$33.62	\$35.30	\$36.72
	Period 6	95%	\$35.50	\$37.27	\$38.77
Full Rate	Journey person Rate	100%	\$37.37	\$39.23	\$40.80

**SCHEDULE "H"**  
**THE CAT RENTAL STORE**

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

	<b>Apr. 15/23</b>	<b>Apr. 15/24</b>	<b>April 15/25</b>
Journeyperson Mechanic (Ticket in some specialization)	\$45.95	\$48.25	\$50.18
Rental Mechanic (Heavy Duty-Unticketed)			
0 – 12 months	\$35.36	\$37.13	\$38.61
13 – 24 months	\$39.29	\$41.26	\$42.91
Thereafter	\$41.34	\$43.41	\$45.14
Small Engine Mechanic			
0 – 24 months	\$26.67	\$28.00	\$29.12
Thereafter	\$29.66	\$31.14	\$32.39
Journeyperson Parts Technician	\$41.35	\$43.42	\$45.15
Parts Coordinator	\$26.89	\$28.24	\$29.37
Driver – Class 1	\$34.53	\$36.26	\$37.71
Drivers – Minimum Class 3 or air brake endorsement required	\$32.26	\$33.87	\$35.22
Drivers – Class 5 license			
0 – 12 months	\$24.02	\$25.22	\$26.23
Thereafter	\$26.67	\$28.00	\$29.12
(Drivers are paid based on vehicle driven requirements as opposed to license or endorsement held)			
Yardperson/Warehouse			
0 – 12 months	\$24.02	\$25.22	\$26.23
Thereafter	\$26.67	\$28.00	\$29.12
Washbay	\$23.10	\$24.25	\$25.22

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.

**Apprentice Wages – TCRS (Schedule H)**

<b>Mechanical Apprenticeship Year</b>	<b>Apprenticeship Period</b>	<b>Progression Percentage</b>	<b>Apr 15/23</b>	<b>Apr 15/24</b>	<b>Apr 15/25</b>
<b>Year 1</b>	Period 1	60%	\$27.57	\$28.95	\$30.11
	Period 2	65%	\$29.87	\$31.36	\$32.62
<b>Year 2</b>	Period 3	70%	\$32.17	\$33.78	\$35.13
	Period 4	75%	\$34.47	\$36.19	\$37.64
<b>Year 3</b>	Period 5	80%	\$36.76	\$38.60	\$40.14
	Period 6	85%	\$39.06	\$41.01	\$42.65
<b>Year 4</b>	Period 7	90%	\$41.36	\$43.43	\$45.17
	Period 8	95%	\$43.66	\$45.84	\$47.68
<b>Full Rate</b>	Journey person Rate	100%	\$45.95	\$48.25	\$50.18

<b>Parts Apprentice Apprenticeship Year</b>	<b>Apprenticeship Period</b>	<b>Progression Percentage</b>	<b>Apr 15/23</b>	<b>Apr 15/24</b>	<b>Apr 15/25</b>
<b>Year 1</b>	Period 1	65%	\$26.89	\$28.24	\$29.37
	Period 2	75%	\$31.03	\$32.58	\$33.88
<b>Year 2</b>	Period 3	80%	\$33.09	\$34.75	\$36.14
	Period 4	85%	\$35.16	\$36.92	\$38.39
<b>Year 3</b>	Period 5	90%	\$37.23	\$39.09	\$40.65
	Period 6	95%	\$39.29	\$41.26	\$42.91
<b>Full Rate</b>	Journey person Rate	100%	\$41.35	\$43.42	\$45.15

**LETTER OF UNDERSTANDING #1**

**BETWEEN:**

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

**-AND-**

**INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS, VANCOUVER LODGE NO. 692**

**Also known as "The Parties"**

**Re: Defined Benefit Pension Plan**

1. The present Defined Benefit Pension Plan shall continue to be available for existing employees/participants in the Defined Benefit Pension Plan. The Company believes the Union and its members who belong to the Finning (Canada), A Division of Finning International Inc. Retirement Plan should be provided updated information on an annual basis.
2. The Company agrees that the Union can nominate from the membership two (2) Finning employees who will become members of the Pension Committee. These members will be invited to attend the pension committee meetings to gather information and participate in the discussion and decisions with respect to investment performance.
3. The Company agrees to provide a copy of the plan text to pension plan members upon request.
4. The Letter of Understanding shall remain in effect for the duration of the current Collective Agreement.

**LETTER OF UNDERSTANDING #2**

**BETWEEN:**

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

**-AND-**

**INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS, VANCOUVER LODGE NO. 692**

**Also known as "The Parties"**

**RE: Ten (10) Hour Shifts**

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:

**Competitiveness and Improving Customer Service**

In order to improve customer service, facilitate growth and meet the customer requirements, the Company has the option of scheduling work on ten (10) hour shifts. The shifts will be four (4) consecutive ten (10) hour work days. The shift will be staffed first by volunteers. In the event sufficient volunteers are not obtained then the shift will be staffed by reverse order of seniority, skills and ability considered, on a rotation of up to one (1) month duration (*Sunday shift excluded*). The Company will provide a minimum of one (1) week notice in advance of implementing this shift.

- (a) A premium of one dollar and fifteen cents per hour (\$1.15) worked will be provided to a Wednesday to Saturday shift. Afternoon shift premium will apply as necessary.
- (b) *The Company may schedule Sunday – Wednesday shifts. These will be completely voluntary for employees. These shifts will only be scheduled on an as-needed basis in the Warehouse department in Prince George, Kamloops, and Surrey. They will be day shift only and a premium of \$2.15 per hour will be provided. Local management will first inform the Shop Steward(s) of the intent to seek volunteers. The Shop Steward may individually canvass and discuss with employees as needed. Any employee may give a 2-shift rotation notice to be removed from the shift.*
- (c) Vacation days will be taken at ten (10) hours on the ten (10) hour shifts and same as we currently do on eights (8's). Vacation entitlement is for forty (40) hours per week be it on eights (8s) or tens (10s), the only difference is the number of days taken off. (1 week = 40 hours = 4 days).

- (d) Employees on the ten (10) hour shift shall be paid the appropriate overtime rates for all hours outside of their scheduled ten (10) hour shift and for all hours worked on scheduled days off.
- (e) Breaks on the ten (10) hour shift will consist of three (3) - ten (10) minute breaks and a lunch break of thirty (30) minutes.
- (f) When on training courses etc., the employee on ten (10) hour shifts may revert back to the eight-hour (8hr) shift for the duration of that work week.
- (g) Sick time will be paid up to ten (10) hours per day to a maximum of forty (40) hours per week.
- (h) Statutory Holiday pay will be calculated as follows:

When a Statutory holiday falls on a scheduled work day ten (10) hours at the straight time hourly rate will be paid. If an employee works the Statutory Holiday he/she will be paid overtime rates as per the Collective Agreement in addition to the Statutory Holiday pay.

When the Statutory Holiday falls on a scheduled day off such holiday shall be observed on the next scheduled work day.
- (i) When employees are required to work extended hours in excess of eleven (11) the Company will pay the cost of a good meal. If an employee chooses not to take a meal break, they will be paid twenty (\$20.00) dollars. The time provided to consume the meal shall not be less than one-half (½) hour.
- (j) Shift times will commence as per the Collective Agreement.

The Letter of Understanding shall remain in effect for the duration of the current Collective Agreement.

**LETTER OF UNDERSTANDING #3**

**BETWEEN:**

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

**-AND-**

**INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS, VANCOUVER LODGE NO. 692**

**Also known as "The Parties"**

**Re: Joint Selection Committee**

The Company and the Union agree that where a joint committee is involved in the selection process to interview candidates when jobs are posted, the committee will normally consist of four (4) Finning people, two (2) of whom will be members of the bargaining unit.

The hiring Manager and the Shop Steward will meet to determine the composition of the joint committee. To be selected for this joint committee the person must be genuinely interested, be prepared to contribute positively to the committee hiring decision and attend the interviewing training. The final decision will be by committee consensus.

The Letter of Understanding shall remain in effect for the duration of the current Collective Agreement.

**LETTER OF UNDERSTANDING #4**

**BETWEEN:**

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

**-AND-**

**INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS, VANCOUVER LODGE NO. 692**

**Also known as "The Parties"**

**Re: Service Chargehand**

An employee who posts to another branch as a Chargehand and then at a later date wishes to move back to a Journeyperson's position will be encouraged, first to consider a move back to their original branch, or to post to a different branch with full seniority. If there is a Journeyperson opening at the current branch and a posting occurs, if successful this person will maintain seniority but exclude their Chargehand time for layoff purposes. The maximum seniority excluded will be two (2) years, which shall be reinstated within the current branch after working two (2) years.

If the Chargehand is promoted from within the branch, and at a later date moves back to a Journeyperson's position within the branch, their seniority will include the time spent in that branch as a Chargehand for layoff purposes.

Other service Chargehand issues will be negotiated individually in branches where they occur.

The Letter of Understanding shall remain in effect for the duration of the current Collective Agreement.

**LETTER OF UNDERSTANDING #5**

**BETWEEN:**

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

**-AND-**

**INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS, VANCOUVER LODGE NO. 692**

**Also known as "The Parties"**

**Re: First Aid Tickets and Training**

First aid attendants will be paid allowances, fees and wage rate to maintain the appropriate certificate for their branch size, location, and category.

Other employees who presently hold a first aid certification shall be eligible to maintain their current level of certification. The course will be taken on the employee's own time and expense. Upon successful completion of the training course, they shall be reimbursed only for the cost of their training fees.

The Letter of Understanding shall remain in effect for the duration of the current Collective Agreement.

**LETTER OF UNDERSTANDING #6**

**BETWEEN:**

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

**-AND-**

**INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS, VANCOUVER LODGE NO. 692**

**Also known as "The Parties"**

**Re: Banking of Overtime Hours**

1. Overtime hours must be paid in wages at the O/T rate or banked.

Employees may elect to bank any number of overtime hours or have overtime hours paid out. Banked time hours will be banked in full. Example: Employee works two (2) hours of overtime at double time, employee may elect:

- a) bank two (2) hours which would put four (4) hours into the bank at their straight time base rate, or
- b) have two (2) hours at double time paid out, or
- c) bank one (1) hour at two (2) hours at straight time and payout one (1) hour at double time

The maximum hours in an employee's bank at any time may be three hundred and twenty (320) 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.

2. 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.

If an employee does not use his/her three hundred and twenty (320) hours for mutually agreed upon time off in the calendar year, he/she may carry it forward to the next year.

3. 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.

4. Retroactive pay adjustments for banked hours will be paid in a lump sum on a paycheque, the bank will not be adjusted.
5. If an hourly employee becomes salaried all banked time must be immediately cashed out.
6. Maximum hours in the bank may be adjusted on a branch by branch basis based upon business conditions only by mutual agreement between both parties.
7. 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.
8. 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.

**Note:** Any current employees with banked time above three hundred and twenty (320) hours as of the signing of the Collective Agreement will be permitted to use the time in their banks, but will not be able to bank any more hours until the bank drops below three hundred and twenty (320) again.

The Letter of Understanding shall remain in effect for the duration of the Current Collective Agreement.

**LETTER OF UNDERSTANDING #7**

**BETWEEN:**

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

**-AND-**

**INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS, VANCOUVER LODGE NO. 692**

**Also known as "The Parties"**

**Re: Joint Safety Committee**

The union and the company agree that the elimination of all accidents from the workplace is a critical achievement and recognize the value of working cooperatively to achieve this end.

Further, the parties recognize the importance of demonstrating active leadership in creating and sustaining a healthy and safe environment.

*To this end, the Business Reps and the G.M. of Health & Safety will chair a Union/Management committee, attendance will also include the G.M. Human Resources and/or G.M. Operations. The committee will meet quarterly to discuss the progress in achieving this goal.*

In addition to their main goal of accident prevention and ensuring a safe workplace for all employees, this committee will also provide input and feedback into the implementation of a Modified Work Duties program. Such Modified Work Duties program applies to employees who have suffered disabilities, regardless of whether they arise out of workplace incidents or other circumstances.

The Letter of Understanding shall remain in effect for the duration of the current Collective Agreement.

**LETTER OF UNDERSTANDING #8**

**BETWEEN:**

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

**-AND-**

**INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS, VANCOUVER LODGE NO. 692**

**Also known as "The Parties"**

**Re: Bridging of benefit payments**

The parties understand that there may be delays in the processing of employee claims while on WorkSafe or Short Term Disability (STD). In order to ease any financial stresses to the employee the following process applies.

If an employee is off work due to a WorkSafe or STD claim, and there has been a delay of at least one (1) month in duration of processing the claim, where the employee has not received payment of the benefit, the employee may apply to the HR Business Partner, for a bridging payment. If approved, the payment will be no more than what the employee would have earned from the benefit and shall be no more than is earned in vacation pay and it must be repaid upon receipt of the benefit payment.

The Letter of Understanding shall remain in effect for the duration of the current Collective Agreement.

**LETTER OF UNDERSTANDING #9**

**BETWEEN:**

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

**-AND-**

**INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS, VANCOUVER LODGE NO. 692**

**Also known as "The Parties"**

**Re: Students**

Any person who is classified as a Student must be registered full-time and be attending an educational institution. Full-time enrolment for the purpose of this letter of understanding is considered to be an average of three (3) courses per semester or full time in any technical trade school.

Student status will be reviewed each spring.

Any student working twenty (20) or more hours a week on a regular scheduled basis other than during school breaks (spring break, Easter, the summer period, and Christmas), will receive the same rate of pay as those employed as Casual Labourers. They will be eligible for benefits on a pro-rata basis, based on their actual hours worked.

Students will not be deducted any Union dues and will receive the Student pay rate as outlined in Schedule A.

For Students working at D78, Surrey RDC, refer to LOU D78 Student Classification.

The Letter of Understanding shall remain in effect for the duration of the current Collective Agreement.

**LETTER OF UNDERSTANDING #10**

**BETWEEN:**

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

**-AND-**

**INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS, VANCOUVER LODGE NO. 692**

**Also known as "The Parties"**

**Re: 12-Hour Shifts (Excluding Elkford and CSC)**

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

*For current branches/sites/departments without a 12-hour shift already implemented, the Company and the Union must meet in advance of implementation to discuss any questions, ideas, or concerns.*

*Both parties will agree before the implementation of the shift for any new branches or customer-specific projects or operations where Finning does not currently operate.*

*The Company will post in accordance with Article 14.07 and employees will have the option to apply. Current bargaining unit employees will not be required to work the Continuous Shift unless they are applying directly into a Continuous Shift posting.*

**SHIFT HOURS & SHIFT PREMIUM**

*A day shift shall be considered any shift commencing between the hours of 5:00 AM and 8:00 AM; a night shift will be any shift commencing between the hours of 5:00 PM and 8:00 PM. Other hours may be required for those on a permanent customer/site or department specific basis.*

*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.*

*A three dollar (\$3.00) hourly premium will be paid for all hours worked on night shift. This premium will not attract overtime rates. The Company will endeavor 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. Employees will be able to bank up to four (4) hours of double-time into their overtime bank on Sundays, in accordance with LOU #6. Article 6.02 will not apply other than described herein.*

### **BRANCH OPERATIONS**

*For the purpose of LOU #10, Branch operation is defined as a location where the Company has a physical presence.*

*Seniority will be accrued in the applicable classification and is branch specific. A continuous shift will not impact branch seniority for layoff purposes.*

*The default continuous shift within a Branch Operation is seven (7) consecutive days worked followed by seven (7) consecutive days off. Other shift options may be required and agreed in advance between the parties.*

*Within a branch, no travel or housing allowance will be provided, unless otherwise agreed to by the parties, as the intent is to offer current employees and future employees flexibility within a local area.*

*Any employee successfully awarded the Continuous Shift from outside of a branch will be required to stay on the Continuous Shift, unless they post into other positions in accordance with the Collective Agreement.*

*Successful internal branch employees can provide twenty-eight (28) days' notice to the employer to be excused from their Continuous Shift commitment within the first six (6) months. If an employee wants to switch out of Continuous Shift after the six (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.*

### **CUSTOMER/SITE/PROJECT-SPECIFIC OPERATIONS**

*Seniority will be accrued in the applicable classification and is site/project specific.*

*The default continuous shift is fourteen (14) consecutive days worked followed by fourteen (14) consecutive days off, unless otherwise stated on the continuous shift addendum. Other shift options may be required and agreed in advance between the parties.*

*For customer-specific operations/sites, or those otherwise agreed upon, the employer agrees to assist those employees that need to travel to the work location by way of a travel reimbursement up to a maximum of one thousand (\$1,000.00) dollars per shift cycle. The Parties understand and agree that this payment will be reimbursed, with an approved submission, via payroll and is subject to all required statutory deductions. Eligible travel allowance expenses include mileage, meals, flights, and parking (if flying). Mileage per-kilometer reimbursement follow the Canada Revenue Agency (CRA) prescribed rates. For flights to qualify, they must be booked at a minimum of two (2) weeks in advance. Inbound travel will occur on the day prior to the start of the normal shift, and outbound travel will occur the day after the shift ends. Travel time between the marshalling point and their work site will be paid out at applicable rates, as per Article 10 of the Collective Agreement.*

*The marshalling point will be agreed upon between the parties. In the event the customer requires a change to the marshaling point, the Company will provide the Employees and the Union a minimum two weeks' notice.*

*While on shift, accommodations will be provided to employees (e.g., Camp or Condo), the value of which may be a taxable benefit per CRA requirements and therefore is subject to all required statutory deductions, unless the work site is deemed a remote location per CRA guidelines. If meals are not included with the accommodations, a taxable per diem of seventy (\$70.00) dollars a day will be paid to cover the cost of meals.*

*Article 27.02 will not apply for any non-permanent projects or sites. For added clarity, non-permanent projects or sites is defined as any customer project or operation with a specified lifespan, and its own site/project-specific seniority list.*

*Any other branch or site-specific terms that require any adjustments to this Letter of Understanding will be agreed to between the parties and, if applicable, captured in a separate Letter of Understanding.*

#### **OTHER CONDITIONS OF 12-HOUR SHIFT**

1. Employees who report sick during any day will have their sick leave allotment reduced by the number of hours not worked during the day.
2. When employees are required to work extended hours in excess of thirteen (13) the Company will pay the cost of a good meal. If an employee chooses not to take a meal break, they will be paid twenty (\$20.00) dollars. The time required to consume the meal shall not be less than one-half (1/2) hour.
3. Subject to exceptions set forth in this Agreement, any employee reporting for work on their regular shift shall receive a minimum of six (6) hours pay at his regular rate, provide that if six (6) hours work is not available at their regular job, they shall perform such temporary work as may be assigned to them to qualify for such pay. Any employee completing the first half of their regular shift and who commences work on the second half of their regular shift shall receive their full pay for that shift.

4. When a change to an employee's work schedule takes place, the effective date of the new schedule will commence after the employee's previously scheduled days of rest. Where the employee works their scheduled days of rest, the applicable overtime rates will apply.
5. When a Statutory Holiday falls on an employee's scheduled day off, the employee shall be paid twelve (12) hours at their hourly base rate for the holiday. When a Statutory Holiday falls on an employee's scheduled workday and they do not work, the employee shall be paid twelve (12) hours at their hourly base rate for the holiday.

When a Statutory Holiday falls on an employee's scheduled workday and they work, the employee shall be paid twelve (12) hours at their regular base rate for the holiday, and shall be paid at the overtime rate for the full twelve (12) hours for that day. If the employee leaves early of their own accord, they shall only be paid overtime for actual hours worked.

6. Vacations will be converted to hour entitlement and will be taken in blocks of hours. Employees will be entitled to the number of weeks of vacation as outlined in the Collective Agreement, at the appropriate percentage (%) of gross earnings.

Under the 7/14 on or 7/14 off shift schedule one (1) week off (84 hours) is equal to two (2) weeks off (80 hours) under the Collective Agreement. Therefore, an employee with two (2) weeks of vacation would take off one (1) week (84 hours) under the above schedule and would be paid eighty (80) hours or four percent (4%) of gross earnings, whichever is greater.

When an employee does not have enough vacation hours remaining to take a full set off, time off may be supplemented by an employee's bank time upon agreement with management as per LOU #6. Employees must schedule a full set to be able to use bank time off. If vacation requests are less than a full set then the employee will have their vacation hours reduced by the amount of hours used for vacation.

7. Bereavement leave will be calculated on a twelve (12) hour basis to a maximum of sixty (60) hours. Qualification remains as per the Collective Agreement.
8. Training on a scheduled day off will be paid as per 25.17 of the Collective Agreement and only paid for the actual hours in training.

9. *Customer/Site-Specific operations & projects are not considered to be facilities, and as such, at the end of any projects, Article 27.02 will not apply to impacted employees. In such event the Company agrees to provide opportunities for affected employees to move to other positions within their job classification, provided there are open vacancies.*

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

**LETTER OF UNDERSTANDING #11**

**BETWEEN:**

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

**-AND-**

**INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS, VANCOUVER LODGE NO. 692**

**Also known as "The Parties"**

**Re: Seniority during Change of Department**

Where an employee transfers as a result of a job posting from one (1) department to another (ie: mechanical department to parts department or vice-versa), company seniority shall apply within the department to which the employee transfers.

Where an employee must be accommodated into another department or classification due to a disability, it is not the intent of the parties that existing employees within the department or classification should be laid off from their position as a direct result of such accommodation. In such circumstances, the employee's company seniority shall be applied within the department or classification after one (1) year.

The Letter of Understanding shall remain in effect for the duration of the current Collective Agreement.

**LETTER OF UNDERSTANDING #12**

**BETWEEN:**

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

**-AND-**

**INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS, VANCOUVER LODGE NO. 692**

**Also known as "The Parties"**

**Re: Transfers from Isolated Facilities**

The parties acknowledge the difficulty the Company has in attracting employees to isolated facilities. It is in the interest of the Company, the Union, and the employee to provide terms and conditions that will make an isolated branch more attractive to the employee.

Employees of Fort Nelson and Whitehorse facilities who reside in those locations shall receive two (2) additional paid vacation days per year. Payment for such days shall be in accordance with the provisions of Article 16 – Vacations of the Collective Agreement, to a maximum of point eight (.8%) percent of Gross Earnings.

The Letter of Understanding shall remain in effect for the duration of the current Collective Agreement.

**LETTER OF UNDERSTANDING #13**

**BETWEEN:**

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

**-AND-**

**INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS, VANCOUVER LODGE NO. 692**

**Also known as "The Parties"**

The Parties agree without prejudice or precedent to other similar and/or identical matters to the following:

**RE: ThinkBIG Program and ThinkBIG Apprentice Work Placements**

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 in to the ThinkBIG program located at the Fairview Campus in Fairview, Alberta, and to monitor the progress of the students through the program, including expelling students from the program.

Finning will have the discretion, according to operational requirements, to provide all Apprentices 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 in duration.

All openings for these programs will be posted on the Employers online job posting board.

- 1) The terms of the ThinkBIG program for current internal BC/YK hourly Finning employees accepted into the program are as follows:
  - a. They will become indentured apprentices, upon completion of the ThinkBIG program and will remain members of the BC/YK union;
  - b. Apprentices completing work placement terms in BC or Yukon facilities will be entitled to the terms and conditions of the local Collective Agreement, not including living subsidy or regional wage allowances;
  - c. Wages for these apprentices during their work placement terms in BC or the Yukon will be paid as per the guidelines in provision #3
  - d. Should an employee require any academic upgrading to enter the program, the Employer will assist in getting whatever courses are necessary to facilitate entry to these 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 as Apprentices in the AB/NWT union, and will be enrolled in 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. Hourly rates for apprentices in their work placement terms will be paid as per the guidelines in provision #3;
  - d. All other terms and conditions of the Collective Agreement will be applied based on whether the apprentice is in a work term or in a school term
  - e. The Reciprocity letter of Understanding will apply when these employees are engaged in work terms within British Columbia. Employees who do not hold seniority within BC/Yukon will not be placed in facilities where service department employees are on layoff.
- 3) While engaged in work experience terms, ThinkBIG apprentices will be paid the hourly rate negotiated in the Collective Agreement corresponding to the following wage guidelines:
- a. Work placement 1 through 4 – Period 2 (7-12 months)
  - b. Work placement 5 – Period 3 (13-18 months)

Employees who have successfully completed the requirements of the ThinkBIG program and are placed permanently in a facility shall be confirmed as Apprentices beginning as a Year 2 Apprentice (if not qualified for an even higher level).

This Letter of Understanding, unless altered or amended by mutual agreement, will continue unless and until the Finning (Canada) involvement in the ThinkBIG program is ended and the enrolled apprentices have completed the program.

Should the ThinkBIG program be expanded, modified or any other similar program implemented, the Employer agrees to meet with the Union and discuss the terms and conditions affecting employees one hundred and 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.

The Letter of Understanding shall remain in effect for the duration of the current Collective Agreement.

**LETTER OF UNDERSTANDING #14**

**BETWEEN:**

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

**-AND-**

**INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS, VANCOUVER LODGE NO. 692**

**Also known as "The Parties"**

**Re: Warehouse**

The parties agree that we recognize the importance of adding value to the classification of Warehouseperson. Also in certain situations on as needed basis, to assist the Journey Partsperson in performing some of the shop and customer credits. Therefore on a without prejudice basis the Warehouseperson may perform shop, core inspection and customer credits on the following basis set out below:

1. It is understood by the parties that the credits performed by the Warehouseperson are normally performed by the Journey Partsperson and that this shall not set precedent of this work being removed from the Journey Parts Person function.
2. The Warehouseman shall not perform these functions when a Journey Partsperson are on layoff.
3. This Letter of Understanding may be reviewed quarterly to address any issues that may arise from the Warehouseperson performing these credits.
4. The Letter of Understanding shall remain in effect for the duration of the current Collective Agreement.

**LETTER OF UNDERSTANDING #15**

**BETWEEN:**

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

**-AND-**

**INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS, VANCOUVER LODGE NO. 692**

**Also known as “The Parties”**

**Re: PM Specialist**

The parties agree for the need of a training program for PM Specialists. Therefore the parties agree to the following:

1. The duration of the training shall be for a maximum of three (3) years.
2. The rate of pay shall be the specialist rate once the training program is completed through the scheduled progression.
3. Progression schedule:

0 – 6 months	60%
7 – 12 months	70%
13-18 months	75%
19-24 months	80%
25-30 months	85%
31-36 months	90%

**Definition**

PM Specialist means a person who performs scheduled oil changes, oil sampling and maintenance as per specific checklist. Also has completed the requirements of the training program for PM Specialists set out below.

- Performs scheduled oil sampling and change fluid filters as per contract agreement.
- Perform maintenance as per machine specific checklist and conduct visual machine condition reports.
- Coordinate ordering parts, maintain and stock service truck.
- Fluent in electronic communication and service reporting
- Must be able to make first customer contact for PM scheduling
- Environmentally responsible in sensitive work areas.

The parties agree that due to the business, Preventive Maintenance Mechanics/Specialists are required to be flexible in managing their work schedule, both in regard to days, hours and overtime.

As such a bonus of twenty dollars (\$20.00) per PM inspection will be paid as an incentive to work the irregular schedule.

The Letter of Understanding shall remain in effect for the duration of the current Collective Agreement.

## **LETTER OF UNDERSTANDING #16**

### **BETWEEN:**

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

**-AND-**

**INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS, VANCOUVER LODGE NO. 692**

**Also known as "The Parties"**

### **Re: Hydraulic Specialist Mechanic**

The parties agree that we recognize the driven market and customer demands to build up the hydraulic business. The parties also agree for the need of a training program for Hydraulic Mechanic Specialists. Therefore the parties agree to the following:

1. The duration of the training shall be for a maximum of three (3) years.
2. The rate of pay shall be the specialist rate of pay as outlined in Schedule A: of the Collective Agreement once the training program is completed through the scheduled progression.
3. Progression schedule:

0 – 6 months	60%
7 – 12 months	70%
13-18 months	75%
19-24 months	80%
25-30 months	85%
31-36 months	90%

### **Definition**

Hydraulic Mechanic (Specialist) means a person who repairs, maintains, adjust hydraulic units such as hoist cylinders, rams jacks, lifting units and has completed the requirements of the training program for Hydraulic Mechanic (Specialist) set out below.

### **Polishing and Repairs**

- Must be able to sand and blend imperfections out of surfaces without causing flat or low spots.
- Must be able to accurately read outside micrometers.
- Must learn acceptable finishes on surfaces to be chromed as well as finished pieces.
- Must learn acceptable sizes and tolerances on different rods and stages.
- Must record proper information.

### **Honing**

- Must be able to accurately read inside micrometers.
- Must learn the proper stones to use for stock removal, regular honing and polishing.
- Must use proper honing procedure; stones, paper, and scotchbrite.
- Must learn proper head rotation speeds and feed speeds.
- Must learn acceptable sizes and tolerances on different stages and barrels.

### **Dismantle and Inspections**

- Must learn proper procedures for disassembling various cylinders.
- Must record all pertinent information and properly fill out inspection reports.
- Must learn acceptable clearances between running and non running parts.
- Must know which measurements are to be taken on any particular part of the cylinder.
- Must be able to use magnaflux equipment to check for cracks.

### **Assemble and Testing**

- Must learn the proper way to install different styles of seals.
- Must learn proper procedures for assembling various types of cylinders.
- Must learn acceptable testing pressures for different cylinders.
- Must understand the reasons for torque specs. And how they relate to joint and fastener strength.

### **Seal Cross Overs**

- Must be able to identify and measure all types of seals and how to write them down.
- Must learn how to cross seals over between two various types (i.e. vee packing to poly packs).

The Letter of Understanding shall remain in effect for the duration of the current Collective Agreement.

**LETTER OF UNDERSTANDING #17**

**BETWEEN:**

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

**-AND-**

**INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS, VANCOUVER LODGE NO. 692**

**Also known as "The Parties"**

**Re: Work Share/Flexible Work Week**

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 sixty (60) days, and no more than once per the life of the current, three (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.

Employee 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.

**LETTER OF UNDERSTANDING #18**

**BETWEEN:**

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

**-AND-**

**INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS, VANCOUVER LODGE NO. 692**

**Also known as "The Parties"**

**Re: 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 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** All overtime throughout the agreement to be paid as follows:

- (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.
- (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.

- (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.
- (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.

**NOTE:**

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.

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.

- 6.03** 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 required requested 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 ***two hundred (200.00)*** 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.

**26.01** Employees in this Business Division will be separated for the purpose of layoff. Seniority shall be considered as time worked in the bargaining unit. Former TCRS employee's seniority will be the seniority date from TCRS and will be imported and dovetailed into Finning's seniority list.

The TCRS Business Division will attempt to only work on the internal equipment listed below for the purpose of service and repairs:

- o All sizes and series of Skid Steers (Backhoe Loaders, Telehandlers & Straight Mast Forklifts)
- o Single drum compaction rollers 84' and smaller
- o Double drum compaction rollers 79' and smaller
- o Excavators 320 series and smaller
- o Dozer: D-5 and smaller
- o Wheel Loader 930 loader & smaller
- o Generator 125KW and smaller

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.

**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

**35.01** 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.

Commencing for service on and after March 1, 2018, all employees 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 provision exist on June 30, 2016.

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.

Effective April 15, 2018, the Company contribution shall be no less than six percent (6%) of earnings.

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.

**35.04** Wind down of the Sun Life pension and provide employees who have a Sun Life pension the option to do one of the below:

- 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.
- b) Transfer to another pension plan that allows transfers of funds in, for example the Machinists 692 Pension Plan
- c) Transfer to another financial institution

\* This requires Pension Committee and Board approval.

\* The employees need to be provided a minimum of sixty days (60) notice.

LOU 14 - Shall not apply to this Business Division Employees

LOU 17 - Shall not apply to this Business Division

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

The Letter of Understanding shall remain in effect for the duration of the current Collective Agreement.

LETTER OF UNDERSTANDING #19

BETWEEN:

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

-AND-

INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS, VANCOUVER LODGE NO. 692

Also known as "The Parties"

RE: INTEGRATED MOBILE TEAM (IMT)

*This Letter of Understanding is to accommodate the need to recruit employees into a mobile workforce, called the Integrated Mobile Team (IMT).*

*The intent of the Integrated Mobile Team is to complete project work in the Yukon and British Columbia where IAM 692 has jurisdiction. IMT employees will be utilized primarily for peak shaving purposes and/or project work, and existing site or resident employees have right of first refusal to all work before being completed by the IMT.*

*Seniority will be accrued in the applicable classification and is attached to the IMT team. All provisions of LOU #10 will apply other than described within.*

*This Letter of Understanding is made on a "Without Prejudice" basis. The agreement cannot remove or diminish, and terms and conditions currently enjoyed by existing Bargaining Unit employees.*

*The parties acknowledge that the Integrated Mobile Team employee's work may be performed at various customer sites or on Finning property.*

*The Company and the Union thereby agree to implement 12-hour shift schedule in accordance with LOU#10 – Modified Shifts for customer requirements which shall be agreed by all parties as follows:*

- (a) The normal shift schedule will be seven (7) days on / seven (7) days off, or fourteen (14) days on, followed by fourteen (14) days off, twelve (12) hours per day on each shift. The Company may also elect to implement other shift configurations at its discretion to meet customer demands. Advanced notice will be provided to the Union. A premium of \$3.00/hour will be paid for all hours worked on night shift.*

- (b) Overtime rates will apply to all hours worked outside of the normal shift schedule as shown in item a) above. All work on Sundays will be double time rates but the Sunday hours are included as part of the normal shift schedule. Employees will be able to bank up to four (4) hours of double-time into their overtime bank on Sundays.*
- (c) Due to the variable geographical requirements of the IMT, employees will be required to travel to various sites as required. The Employer agrees to assist those employees by way of a travel allowance up to a maximum of one thousand (\$1000) for the two-week cycle. In cases where travel exceeds the maximum due to travel logistics, costs can be claimed from the company with acceptable receipts and appropriate approvals. The Parties understand and agree that this payment will be reimbursed, with an approved submission, via payroll and is taxable and subject to all required statutory deductions. Eligible travel allowance expenses include mileage, meals, economy flights, and parking (if flying). Mileage per-kilometer reimbursement follow the CRA prescribed rates. For flights to qualify, they must be booked a minimum of two (2) weeks in advance.*
- (d) Inbound travel will occur on the day prior to the start of the normal shift, and outbound travel will occur on either day 8 or day 15. Employees encountering a delay in 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 employees work while enduring the layover, applicable overtime rates will be paid for all hours worked.*
- (e) While on shift, if required, accommodations will be provided to employees (Camp or Condo) and agree that the value may be a taxable benefit and therefore is subject to all required statutory deductions, unless the work site is a deemed a remote location as per CRA guidelines. If meals are not included with the accommodations, a taxable per diem of seventy (\$70.00) dollars a day will be paid to cover the cost of meals. If other accommodations are agreed upon with the customer, the Union will be notified.*
- (f) In the event of the permanent collapse or cancellation of the entire IMT group, or a permanent classification cancellation within, article 27.02 will apply to impacted employees at that time.*
- (g) The parties shall attempt to resolve any concerns related to this Letter of Understanding in a timely manner.*

LETTER OF UNDERSTANDING #20

BETWEEN:

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

-AND-

INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS, VANCOUVER LODGE NO. 692

Also known as "The Parties"

RE: Payroll Overpayments

*When the Company discovers a compensation overpayment has been made that it wishes to recover it must advise the Employee of the cause and amount of the overpayment and provide an explanation of how the amount was calculated. The Company shall only recover overpayments from within a twelve (12) months period starting the day an overpayment exists.*

*When the Company is not able to recognize and communicate the issue within thirty (30) calendar days, the Employer will cover five hundred dollars (\$500.00) toward the amount owing.*

- Examples:*
- 1. If the employee is overpaid \$350.00 and the issue is not recognized and communicated in thirty (30) calendar days, the company will not recover the \$350.00.*
  - 2. If the employee is overpaid \$1500.00 and the issue is not recognized and communicated in thirty (30) calendar days, the company will only recover \$1000.00*

*This \$500.00 and the 30-day period will not apply where it can be reasonably shown that the employee caused the overpayment to occur, or where they reasonably should have known they were being overpaid funds (e.g. incorrect rate of pay for position).*

*The total owed amount will be recovered within six (6) months of employee notification according to a mutually agreed upon repayment plan, or otherwise spread out equally over bi-weekly payments within the pay period year unless other arrangements are made.*

*This LOU is made without precedent and without prejudice and will expire after the current Collective Agreement. All other conditions of employment are as per the current Collective Agreement.*

**NOTE: This signature page will be applicable to ALL Letters of Understanding attached.**

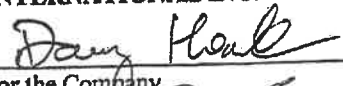
DATED AT VANCOUVER, BC THIS 26 DAY OF July, 2023.

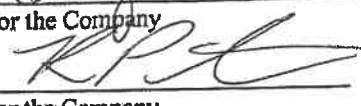
**INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE WORKERS,  
VANCOUVER LODGE #692**

  
\_\_\_\_\_  
Business Representative

  
\_\_\_\_\_  
Business Representative

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

  
\_\_\_\_\_  
For the Company

  
\_\_\_\_\_  
For the Company