

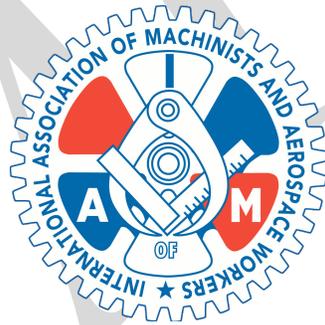
**COLLECTIVE AGREEMENT**

BY AND BETWEEN:

**FINNING INTERNATIONAL INC.**

and

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



**Effective May 1, 2025 to April 30, 2028**

*Ratification Date: Nov 7, 2025*

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**COLLECTIVE AGREEMENT**

Between:

***FINNING INTERNATIONAL INC.***

Hereinafter referred to as the "Employer",

**OF THE FIRST PART**

AND

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

Hereinafter referred to as the "Union"

**OF THE SECOND PART**

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

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

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

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

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

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

## **ARTICLE 1 – BARGAINING AGENCY**

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

## **ARTICLE 2 – UNION SECURITY**

- 2.01** All Employees for whom the Union is recognized as the sole bargaining agency in accordance with **Article 1** shall be required to become a member of the Union immediately, and the Union agrees to accept into membership all those who are so employed.
- 2.02** In the event any Employee refuses to join or fails to maintain membership in the Union, the Employer shall, upon being notified by the Union, dismiss that Employee. Provided, however, that the Employer is not bound to dismiss any Employee who is expelled from the Union for other than reasonable cause.
- 2.03** An Employee shall not be discharged during the first sixty (60) months while absent on approved leave while covered by Worker's Compensation or Long-Term Disability benefits. After the sixty (60) months, where the prognosis of the Employee suggests his/her return to the workplace is imminent he/she shall not be terminated from employment, except that layoff due to lack of work is excluded from this provision. Where the prognosis of the Employee suggests his/her return to the workplace will not be possible, the Employer will notify the Union prior to termination.
- 2.04** The Employer and the Union recognize that there exists a duty to accommodate an Employee who has become incapacitated by injury or illness which causes them to be unable to perform their present job, up to the point of undue hardship. Employees will be given preference for a position for which they can do or can reasonably be trained to do inside the bargaining unit.

The Employer and the Union acknowledge that the duty to accommodate is an ongoing process. An Employee's need for accommodation, or the Employer's ability to accommodate, may change over time.

The Employer, Union and Employee will meet to discuss possible positions, modifications, training and any other requirements regarding any necessary accommodation, when any changes are required. The length of any necessary accommodation depends upon the needs and restrictions of the Employee.

- A)** If an Employee receives temporary accommodations inside or outside the bargaining unit; the Employee will not suffer a wage or benefit loss, and will continue to retain and accrue all benefits and entitlements in the agreement. (Grandfathered)
  - B)** If an Employee receives permanent accommodations inside the bargaining unit, the Employee's wage will be red-circled at the time of the permanent accommodation.
- 2.05** Notwithstanding any other provision of this contract, the failure or refusal of any Employee to pass through or work behind any picket line lawfully established shall not be deemed a breach of this contract, and the Employer shall not discharge, discipline, or otherwise discriminate against any such Employee.

## **ARTICLE 3 – DUES, DEDUCTIONS, AND INITIATION FEES**

- 3.01** The Employer agrees to deduct from the wages of each Employee, upon written authorization from the

Employee (which the Employer shall submit to the Employee for signature at the time of hire), such monthly dues or assessments as are provided therein. This authorization will be forwarded to the Union Office within thirty (30) days of the Employee's first day worked.

- 3.02 Notification of any change in dues or assessment shall be given by the Union to the Employer at least thirty (30) days in advance of a change in deduction.
- 3.03 The money deducted each month shall be forwarded to the Union Office not later than two (2) weeks following the date of deduction, together with a statement of Employee's names, Facility number, and the amount and purpose of each deduction. Membership address information will be provided to the Union Secretary Treasurer or designate on a quarterly basis.
- 3.04 The Union may request, by providing thirty (30) days' notice, and the Employer will provide a current full bargaining unit list including names, addresses and phone numbers. Such request may be made a maximum of two (2) times per year.

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

### ARTICLE 4 – SENIORITY

- 4.01 A current Seniority List by layoff classification will be provided to the Union monthly. This list shall show seniority date and date of hire as separate fields where an Employee has different dates for these purposes.
- 4.02 Employees who have only held positions outside of the departments relating to the bargaining unit shall not hold bargaining unit seniority.
- 4.03 Any Employee reverting to bargaining unit status after one hundred and twenty (120) days has elapsed since the date of transfer shall be classified no higher than the Journey person or applicable Class "A" wage rate of any category.

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

- 4.04 Seniority shall be held only in the Region where the Employee is currently employed. However, if an Employee transfers to another Region, seniority shall be retained from the date of hire. For the purpose of this Agreement, a Region is defined as one or more places of business (Facility) operated by the Employer in a geographical locality or municipality. The following Regions and associated Seniority Lists are recognized;

REGION & SENIORITY LIST	
Lethbridge	Grande Prairie
Calgary	Peace River
Red Deer	Regional Municipality of Wood Buffalo
Edmonton	Yellowknife
Lloydminster	Ekati

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

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

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

**Temporary Employees** (applies to new hires only): Part time or full time to a maximum of one hundred and twenty (120) days. Summer students to a maximum of the University break.

Based on operational requirements, if the Employer requires a longer-term temporary position, the Employer will consult with the IAM District 14 Business Representative. The Union will reasonably consider all requests by the Employer.

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

Temporary Employees and Students shall not acquire seniority.

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

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

Seniority shall be maintained and accumulated during an occupational accident, illness or while on sick leave benefits. As well, seniority will be maintained and accumulated during any and all Leaves of Absences (LOA) that are described in the 2019 Alberta Employment Standards.

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

If an Employee transfers to a position outside of the bargaining unit, seniority shall be maintained but not accumulated for two (2) years. The "Maintained Seniority" of the Employee will be applied to any future postings during that two (2) year period. After the two (2) years all Union seniority will be lost.

A) Seniority shall be broken/end by:

- i) Voluntarily quitting the job.
- ii) Over-extending an authorized leave-of-absence.
- iii) Discharged for just cause.
- iv) If an Employee fails to return to work within four (4) weeks' notice requiring them to do so following layoff.
- v) If an Employee has been laid off for a period exceeding 52 weeks. If an Employee is selectively recalled, or rehired after 52 weeks, seniority will be restored as per **Clause 5.08**

**4.07** In the event it is found that an Employee is wrongfully discharged, that Employee shall not suffer any loss of seniority if reinstated.

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

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

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

- 5.01** Where a vacancy occurs or a new job is created, notice will be posted on Finning’s HR Information System for a minimum of fifteen (15) working days. The notice shall set out the job classification, location, Region, Facility, shift schedule, and qualification required. When the manpower level is not being increased, a posting will include the notation “Restricted to applicants from within the Facility.” If no qualified applicants apply on the posting within the first fifteen (15) days, the position shall remain active in seven (7) day increments until such time as the position is awarded to a qualified applicant.
- 5.02** Employees who wish to apply for vacancies shall do so via Finning’s HR Information System. The applicant must notify their immediate Supervisor. The Employer may reject an application for a posting from an Employee who has less than fifty-two (52) weeks seniority or from an Employee who has been in their current position less than fifty-two (52) weeks prior to the posting. Once the application has been received, a confirmation notification will be sent to the applicant in Finning’s HR Information System. An Employee may check the status of their application via Finning’s HR Information System.
- 5.03** When no suitable applicant is found within the Region where the vacancy occurs, preference will be given to internal applicants from another Region prior to consideration of external candidates.
- 5.04** In filling new positions or vacancies, including promotions, the job shall be filled on the basis of seniority, minimum qualifications, experience, and the ability to perform, or can be reasonably be trained to perform, the duties required for the position.
- A)** If a position that attracts a premium is awarded to an Employee, the Employer may remove the Employee from the premium position if a valid business need has been identified. However, the Employer will provide working notice, or pay in lieu, of at least one hundred and twenty (120) days before the removal.
- 5.05** Layoff criteria will be in reverse order to seniority, which means the least senior Employee of a classification in a Region affected will be laid-off first, except as noted herein.
- A)** In the event of a layoff situation in which two (2) or more Employees share a common seniority date, the tie will be broken by using the first letter of the last name of the affected Employees. The Employee with the first letter of the last name closer to or equal to the letter “Z” will be considered lowest seniority.
- 5.06** Employees in the Edmonton, Red Deer, Calgary and Grande Prairie Power Systems Divisions will be separated from the main shops for the purpose of layoff.
- A)** Employees under TCRS Division will be separated from the main shops and Power Systems Divisions for the purpose of layoff.
- 5.07** Recall of laid off Employees will be carried out in order of seniority. The most senior Employee of a classification in a Region affected shall be recalled first by means of telephone contact and a letter. Where an Employee is not contacted by telephone, a letter requiring proof of receipt by signature shall be sent to their last known address. The Employee must respond within ten (10) calendar days, excluding Saturdays, Sundays and statutory holidays from the date mailed.
- 5.08** The mandatory recall period will be effective for fifty-two (52) weeks following layoff.
- The Employer may selectively recall an Employee for an additional fifty-two (52) weeks after the mandatory recall period has expired. The Employer reserves the ability to recruit externally during this

period.

Anyone recalled, or rehired into another bargaining unit position, within this two (2) year period will have their original seniority reinstated and entitled to benefits accordingly.

**5.09** Providing an Employee is not working, Provincial Health Care premium sharing and Extended Health Insurance benefits found in **Clause 15.01**, will be provided to the laid off Employee as follows;

**A)** (Option “A” is chosen from **Clause 22.02**): for up to four (4) months on the same premium share/pay basis.

**i)** In the event that the layoff continues beyond the provision above, Employees may continue their medical coverage by prepaying the entire costs of their Provincial/Territorial Health Care and Extended Health Insurance premiums for eight (8) additional months. If the Employee returns to work on a permanent basis during the recall period, they may claim a refund for the overpaid amount. Dental coverage is valid up to and including the last day of the month in which the premium is collected and/or the layoff occurs.

**B)** (Option “B” is chosen from **Clause 22.02**): for a maximum of the “salary continuance” period, on the same premium share/pay basis.

**i)** In the event that the layoff continues beyond the provision above, Employees may continue their medical coverage by prepaying the entire costs of their Provincial/Territorial Health Care and Extended Health Insurance premiums for eight (8) additional months. If the Employee returns to work on a permanent basis during the recall period, they may claim a refund for the overpaid amount. Dental coverage is valid up to and including the last day of the month in which the premium is collected and/or the layoff occurs.

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

**5.11** If there are no Employees on layoff status within a Region where a vacancy occurs, Employees on layoff status within other Regions will be notified, via Finning’s HR Information System, and given an opportunity to fill the vacancy, provided the Employee has the qualifications and demonstrated ability to perform, or can reasonably be trained to perform, the duties required for the position, prior to consideration of external applicants. At the time of layoff, Employees will be required to set up notification of preferred job postings in order to be notified of the opportunities.

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

If an Employee refuses a recall for short term or temporary work, the Employee’s recall rights per **Clause 5.08** will not be affected.

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

**5.13 Facility Closure**

**A)** Employer will advise Union Business Representative(s).

**B)** Employer will advise affected Employees.

**C)** Employer will advise all other Facilities.

**D)** Employer will place affected Employees in vacancies in other Facilities within their job classification. If there are no vacancies in other Regions, layoff and recall rights for the Employee will continue as per **Article 5**.

- E) The Union will waive the posting requirements of this Collective Agreement for any affected Employees of the Facility that closed.
- F) If affected Employees are offered positions within their job classification and decline, they will receive severance as per **Article 22** and end recall rights rather than accepting another position as per **Clause 5.13 “D”** above.

#### 5.14 Temporary Transfers

Any active Employee who accepts a temporary transfer to another Region will receive transportation, travel time at applicable rates and accommodation for the duration of the assignment. The Employer will also pay per diems as per **Article 11** to cover the costs of meals, except when an Employee is provided with camp accommodations. The hours of work and rates of pay will be as per the Facility assigned. Living expenses and any other requirements of the transfer will be discussed and agreed to by the Employer and the Union prior to the start of the assignment. When the temporary transfer assignment is completed, the Employee will return to the position from which he/she left. The above is applicable unless specifically identified in a Letter of Understanding.

Employees that are temporarily transferred to a Facility that has a continuous shift schedule, for more than five (5) working days, will be placed on the shift schedule of that Facility. If Employees are required to work prior to a full shift schedule break upon return to their home Facility it will be at overtime rates, as required.

The Union will be notified, via email, of all Temporary Transfers. Temporary transfers will not extend past one hundred and twenty (120) days without Union approval.

##### A) Temporary Assignments:

Filling Temporary Assignments – Not to exceed one hundred and twenty (120) days in duration without Union approval.

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

##### **Step 1) Provisions of Schedule B**

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

\*For the Municipality of Wood Buffalo Region, Schedule B would also include the transfer of Field Mechanics to Shop and Shop Mechanics to Field, however, these transfers are NOT to exceed thirty (30) days in duration. The Union will be notified of these transfers.

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

##### **Step 2) Regional Recall List**

The Employer will recall Employees on layoff from within the Region. If there is no recall list or recall list if exhausted, proceed to Step 3.

##### **Step 3) Temporary (Temp) Transfer of Active Employee from other IAM 99 Regions**

###### Process:

- i) Manager sends temp transfer request to Human Resources which then goes to all IAM 99 Facilities.
- ii) Facilities respond providing the names of those who can go.

- iii) Manager selects Employee from the names of those who are provided in accordance with **Clause 5.04**.

Selected Employee(s) is (are) transferred in accordance with **Clause 5.14**. Temp transfers do not extend beyond one hundred and twenty (120) days. All temp transfer extensions require authorization from the Union.

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

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

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

**These appointments are not to exceed one hundred and twenty (120) days in duration.**

**B) Permanent Positions:**

**i) If there is a recall list for the Region:**

Employees will be recalled in order of seniority from the Regional Seniority list. Employees only have layoff and recall rights within their Regional Seniority list. Employees can't be recalled to another seniority list.

**ii) If there is no recall list or recall list is exhausted:**

Position is posted in accordance with **Clause 5.01**. Selection in accordance with the provisions in **Clause 5.03** (if applicable).

*Example: Calgary Power Systems and Calgary General Line:*

*Calgary General Line has a permanent position to fill. Calgary General Line exhausts their recall list. The position will be posted, and the provisions of **Clause 5.03** will apply. If an applicant from Calgary Power applies, as they are internal to the Calgary Region, they will receive preference to the position over those applicants outside of the Region.*

## **ARTICLE 6 – HOURS OF WORK AND OVERTIME**

**6.01** This Article, where it defines the normal hours of work and workweek, shall not be construed as a guarantee of hours of work per day or per week, but merely provides the basis for the calculation of overtime. Neither shall it serve as a restriction on the scheduling of a longer or shorter day or workweek.

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

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

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

Employees will only be given notice of a schedule and/or shift change on scheduled days on, and every attempt will be made to keep Employees on the same shift schedule wherever possible. All reasonable incremental costs incurred to change flights due to temporary or permanent schedule/shift changes, initiated by the Employer, will be reimbursed by the Employer, for up to three (3) shift schedules, if required with receipts.

The Employer agrees notice shall precede the effective date of any schedule changes.

Notice will be the length of an Employee's regular work schedule to a maximum of seven (7) calendar days. (Examples: Employees on a Monday to Friday shift – five (5) days' notice, Employees on 6 x 6 schedule – six (6) days' notice, etc.) If notice is not provided, applicable overtime rates will be paid for the days less the notice.

Establishment of a new or different shift, which requires modification or signing-off of any provision in this Agreement, shall be subject to mutual agreement between the Union and the Employer. The Union will reasonably consider all requests by the Employer to add new or different shifts.

- A) Any shift change resulting in more than twelve (12) hours working in a twenty-four (24) hour period, will have those hours paid at applicable overtime rates.
- B) When a schedule change is initiated by the Employer, no Employee will be forced to suffer a loss of pay due to extended days off. The option of working overtime vs taking the days off will be left up to the affected Employee.

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

- A) For the following Regions: Calgary, Edmonton, Grande Prairie and Yellowknife, the following shift configurations may be utilized:
- B) 6X6 (Field) and 7X7 (Shop/Field) Employees working on a continuous shift, please refer to **Article 26** Continuous Shifts.
- C) Continuous shifts will be filled on the basis of volunteers within the Facility. However, if there are insufficient volunteers, the Employee with the shortest length of service within the Facility will be assigned to the new shift.
- D) When openings are available on a different schedule/shift configuration within a Facility, internal Employees will be given preference, in order of seniority, over external/new hires.

**6.04** A day shift shall be considered any shift commencing between the hours of 6:00 AM and 9:00 AM; an afternoon shift will be any shift commencing between the hours of 9:01 AM and 5:00 PM. The ratio of day shift versus afternoon shift worked shall be no less than 1 to 1, respectively.

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

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

**6.07** When overtime work of two (2) hours or more is performed, immediately before or after a regular shift, the Employee shall be given a fifteen (15) minute rest break adjacent to the shift, and will be eligible to receive a \$20.00 meal allowance.

**6.08** When overtime work of four (4) hours is to be performed, immediately before or after a regular shift, the Employee shall be given a thirty (30) minute unpaid rest break adjacent to the shift.

**6.09** Overtime shall be distributed as equitably as possible first among all Employees within the department and then amongst Employees capable of performing the work within the Facility or division. Any opportunity which is not worked will be counted as time worked when assessing the distribution. The distribution will be assessed on a quarterly basis. This will be discussed with the Shop Steward, who shall be provided a copy of the overtime records upon request.

When not handled correctly or an overage in distribution is recognized, then the remedy will be to offer the next available overtime to the Employee(s) with the least amount and so forth.

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

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

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

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

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

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

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

**6.13** Every Employee should have a full shift break between shifts. In the event an Employee is recalled to work before a full shift break occurs, he/she shall be considered as still working on his/her previous shift and shall be paid the appropriate overtime rates for work performed after recall.

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

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

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

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

- A)** Banked hours cannot be taken in prime vacation period or added to regular holidays during the prime vacation period. Banked time may be used as sick pay once sick/flex time has been exhausted.
- B)** Working for a second Employer at any time during banked time off will be construed as moonlighting and will be subject to disciplinary action or dismissal.
- C)** Banked hours can only be taken at a time acceptable to both Management and the Employee. If the Employer and an Employee cannot agree on a mutually acceptable time, either party may demand pay-out of the amount owing and close out the banked account.

- D) Banked overtime cannot be accumulated on temporary transfers.
- E) Banked time hours will be banked in full. Example: Employee works two (2) hours of overtime at Double Time, Employee can then elect to bank two (2) hours which would place four (4) hours into the bank at their straight time base rate.
- F) All shift, field and isolation differentials will be paid to the Employee on the paycheque for the pay periods during which the hours were actually worked.
- G) Retroactive pay adjustments for hours banked during retroactive period will be made in a lump sum on one paycheque. The hours and amount in the bank will not change.
- H) Banked time will be paid out at a “Blended” rate (Average – Banked Time Dollars divided by Banked Time Hours).
- I) Straight time cannot be banked, only overtime can be banked.
- J) Banked time may be used for appointment time when prearranged with their Supervisor.
- K) Monetary (as opposed to hours banked out) withdrawals from bank can only be done a maximum of four (4) times/year – if there is a fifth (5<sup>th</sup>) request the entire bank will be withdrawn.

6.15 A Tuesday to Saturday shift will be implemented and the following conditions apply:

- A) A premium will apply to Employees while working this shift, for all hours worked as outlined in **Schedule “D”**.
- B) All Employees hired up to and including December 31, 1990 are not required to work this shift. However, Employees may volunteer to post to this shift if they choose.
- C) New hires on or after the effective date will be required to work this shift, where required, and will be informed at the time of hire.
- D) Job postings will reference a Tuesday to Saturday shift only where the shift is currently in place or where the Employer has the need to implement the shift, within sixty (60) days.
- E) Where there are four (4) or more Employees in a department on this shift, the ration of Tuesday to Saturday vs. Monday to Friday shifts will be no less than 2 to 1 respectively.

This Tuesday to Saturday shift is currently a dayshift position. Should the Union and Employer agree an afternoon shift may be required in a department, both the Tuesday to Saturday and Afternoon Premiums will apply.

## **ARTICLE 7 – SATURDAYS, SUNDAYS AND HOLIDAY PAY**

- 7.01 Overtime hours worked on a Saturday, or Sunday, will be at two (2) times the regular hourly rate.
- 7.02 When an Employee is required to work on a designated Holiday the rate of pay for work performed on a Holiday shall be two (2) times the regular hourly rate, in addition to regular pay for the Holiday.

## **ARTICLE 8 – PAID HOLIDAYS**

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

- A) ***Statutory Holiday Schedule for Non-Continuous Shifts***
  - i) If the Holiday falls on a normally scheduled workday, then it will be taken on that day.
  - ii) If the Holiday falls on a scheduled day off, it will be taken on the next scheduled workday.

<b>Statutory Holiday Schedule</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>

<b>New Year's Day</b>	Wed, Jan 1	Thu, Jan 1	Fri, Jan 1	Monday, Jan 3
<b>Family Day (AB only)</b>	Mon, Feb 17	Mon, Feb 16	Mon, Feb 15	Mon, Feb 21
<b>Good Friday</b>	Fri, April 18	Fri, April 3	Fri, March 26	Mon, April 14
<b>Victoria Day</b>	Mon, May 19	Mon, May 18	Mon, May 24	Mon, May 22
<b>National Indigenous Peoples Day (NWT only)</b>	Mon, June 23	Mon, June 22	Mon, Jun 21	Wed, June 21
<b>Canada Day</b>	Tue, July 1	Wed, July 1	Thu, July 1	Mon, July 3
<b>Heritage Day</b>	Mon, Aug 4	Mon, Aug 3	Mon, Aug 2	Mon, Aug 7
<b>Labor Day</b>	Mon, Sept 1	Mon, Sept 7	Mon, Sept 6	Mon, Sept 4
<b>Truth &amp; Reconciliation (NWT Only)</b>	Tue, Sep 30	Wed, Sep 30	Thu, Sep 30	Mon, Oct 2
<b>Thanksgiving</b>	Mon, Oct 13	Mon, Oct 12	Mon, Oct 11	Mon, Oct 9
<b>Remembrance Day</b>	Tue, Nov 11	Wed, Nov 11	Thu, Nov 11	Mon, Nov 13
<b>Christmas Eve</b>	Wed, Dec 24	Thu, Dec 24	Fri, Dec 24	Mon, Dec 25
<b>Christmas Day</b>	Thu, Dec 25	Fri, Dec 25	Mon, Dec 27	Tue, Dec 26
<b>Boxing Day</b>	Fri, Dec 26	Mon, Dec 28	Tue, Dec 28	Wed, Dec 27

**B) Statutory Holiday Schedule and Credit Calculation Charts for Continuous Shifts and 12 Hour Shift Letters of Understanding:**

- i) All Statutory Holidays will be paid at twelve (12) hours at their hourly rate (worked or not), and these hours will count as twelve (12) hours worked towards the work schedule. Additionally, all time worked on the Statutory Holiday will be paid at double the hourly rate. When a Statutory Holiday falls on an Employee's scheduled day on, and an Employee takes Vacation, they will have the option to also receive Vacation Pay for the day.

<b>Statutory Holiday Schedule</b>	2025	2026	2027	2028
<b>New Year's Day</b>	Wed, Jan 1	Thu, Jan 1	Fri, Jan 1	Sat, Jan 1
<b>Family Day (AB only)</b>	Mon, Feb 17	Mon, Feb 16	Mon, Feb 15	Mon, Feb 21
<b>Good Friday</b>	Fri, April 18	Fri, April 3	Fri, March 26	Fri, April 14
<b>Victoria Day</b>	Mon, May 19	Mon, May 18	Fri, May 24	Mon, May 22
<b>National Indigenous Peoples Day (NWT only)</b>	Sat, June 21	Sun, Jun 21	Mon, June 21	Wed, June 21

<b>Canada Day</b>	Tue, July 1	Wed, July 1	Thu, July 1	Sat, July 1
<b>Heritage Day</b>	Mon, Aug 4	Mon, Aug 3	Mon, Aug 2	Mon, Aug 7
<b>Labor Day</b>	Mon, Sept 1	Mon, Sept 7	Mon, Sep 6	Mon, Sept 7
<b>Truth &amp; Reconciliation (NWT Only)</b>	Tue, Sep 30	Wed, Sep 30	Thu, Sep 30	Sat, Sep 30
<b>Thanksgiving</b>	Mon, Oct 13	Mon, Oct 12	Mon, Oct 11	Mon, Oct 9
<b>Remembrance Day</b>	Tue, Nov 11	Wed, Nov 11	Thu, Nov 11	Sat, Nov 11
<b>Christmas Eve</b>	Wed, Dec 24	Thu, Dec 24	Fri, Dec 24	Sun, Dec 24
<b>Christmas Day</b>	Thu, Dec 25	Fri, Dec 25	Sat, Dec 25	Mon, Dec 25
<b>Boxing Day</b>	Fri, Dec 26	Sat, Dec 26	Sun, Dec 26	Tue, Dec 26

**C) Statutory Holiday Credit Calculations**

When a Statutory Holiday falls on an Employee's normally scheduled day off it will be treated as if they had worked twelve (12) hours for the purposes of calculating overtime for that rotation, it is considered hours worked towards the work week. As illustrated below these hours worked towards the work week are subtracted from the total number of straight time hours worked in a work rotation for the calculation of overtime. These hours are to be subtracted from the straight time hours at the end of the work rotation.

The following charts show examples of Statutory Holiday credit calculations for continuous 7 x 7 shifts. Other shift variations are similar, however the applicable hour averaging formula will apply as per **Clause 26.04**.

**Normal Rotation (no Statutory Holidays on Days Off)**

7 x 7 Shift	Day 1	2	3	4	5	6	7	8	9	10	11	12	13	14
<b>S/T</b>	12	12	12	12	12	12	8	Off						
<b>O/T</b>	0	0	0	0	0	0	4							
<b>No Stat Credit application</b>														

**Statutory Holiday Falls on Days Off**

7 x 7 Shift	Day1	2	3	4	5	6	7	8	9	10	11	12	13	14
<b>S/T</b>	12	12	12	12	12	8	0	Off	Off	Off	Off	Off	Stat Holiday	Off
<b>O/T</b>	0	0	0	0	0	4	12						12 hrs Stat Pay	
<b>Stat Credit Application</b>							12 hrs of Stat Credit applied.						12 hrs of Stat Credit	

**More than one Statutory Holiday falls on Days Off**

7 x 7 Shift	Day 1	2	3	4	5	6	7	8	9	10	11	12	13	14
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<b>S/T</b>	12	12	12	12	8	0	0	Off	Off	Off	Off	Stat Holiday	Stat Holiday	Off
<b>O/T</b>	0	0	0	0	4	12	12					12 hrs Stat Pay	12 hrs Stat Pay	
<b>Stat Credit application</b>						12 hrs of Stat Credit applied.	12 hrs of Stat Credit applied.					12 hrs Stat Credit	12 hrs Stat Credit	

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

- i) Sick Time for the Entire "Days On" Period = No Stat Hours Counted
- ii) Sick or Vacation on Last Day of "Days On" = Twelve (12) hours Stat Credit will be applied to the last regular workday worked
- iii) Vacation – twelve (12) hours per day taken = Twelve (12) hours Stat Credit will be applied to the next regular workday (even if in the next rotation)

All continuous shift configurations would apply the same as above based on their respective days on/off shift schedule. All overtime as a result of the Stat Credit is at Applicable rates.

**8.02** In order to receive pay for a Holiday the Employee must work on his/her last scheduled shift preceding and the first scheduled shift following the Holiday, unless failure to work on those days is accounted for by a letter in writing from a qualified medical practitioner to the effect that the Employee was unable to work due to illness, or if in the opinion of the Employer the Employee had a reasonable excuse for failing to work.

**8.03** Notwithstanding **8.02** an Employee is eligible for this payment provided that a regularly authorized leave of absence (Sick/Flex, Bereavement, Jury Duty, Vacation, Bank Time, STD, WCB, etc.) has been approved for the date preceding and/or following the Holiday.

**A)** Such leave must be approved in advance of the Holiday by the Employee's Supervisor. Due to their nature Bereavement, STD, & WCB do not require this advance approval.

## **ARTICLE 9 – VACATION WITH PAY**

**9.01** Employees shall earn and receive vacation with pay subject to terms and conditions set out as follows:

**9.02** Vacation requests submitted prior to March 1<sup>st</sup> of the current vacation year will be governed by seniority preference. These vacation requests will be responded to by April 1<sup>st</sup> of the current vacation year.

Requests after March 1<sup>st</sup> will be considered on a first come first serve basis. These vacation requests will be responded to within 30 days of submission of the request. In order to maintain an efficient Facility, the Employer may change scheduling of vacation periods in consultation with the affected employee if necessary.

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

**9.03** During the prime vacation period of July and August a minimum of two (2) weeks continuous scheduled vacation is available. Longer periods may be approved at the Supervisor's discretion if the workload allows. During the remaining months, all entitled vacation may be scheduled in a continuous period.

**9.04** When a designated Holiday occurs during a vacation period, the Employee may take an extra day at the

beginning or end of the vacation period. The immediate Supervisor must be notified concerning the Employee's intention prior to commencement of vacation.

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

Carryover vacation is defined as any vacation hours in excess of an employee's total annual allotment, carried forward into a new pay year. A 'year' is defined by the Pay Periods within a calendar year. Any vacation hours carried over from Pay Period 26 at the end of a year, into Pay Period 1 of a new year, will be consider "carryover vacation" and will be subject to annual payout on the second pay in March.

**Example:** *An employee carries a balance of 180 hours into a new year. This employee had an annual vacation entitlement of 160 hours that year. Therefore, 20 hours would be paid on the second pay in March.*

<b>Employment Period</b>	<b>Yearly Vacation Entitlement</b>		
Less than 2 years	2 weeks	80 hrs	4.0% of gross earnings
2 years or more	3 weeks	120 hrs	6.0% of gross earnings
7 years or more	4 weeks	160 hrs	8.0% of gross earnings
12 years or more	5 weeks	200 hrs	10.0% of gross earnings
17 years or more	6 weeks	240 hrs	12.0% of gross earnings
22 years	6 weeks + 1 day	248 hrs	12.4% of gross earnings
24 years	6 weeks + 2 days	256 hrs	12.8% of gross earnings
26 years	6 weeks + 3 days	264 hrs	13.2% of gross earnings
28 years or more	6 weeks + 4 days	272 hrs	13.6% of gross earnings
30 years or more	7 weeks	280 hrs	14.0% of gross earnings

For continuous shift Employees vacation time will be converted to an hour entitlement (1 week = 40 hours). Vacation will be taken at twelve (12) hours per day from June 15 to September 15. Outside of this period employees may choose to have vacation paid at a minimum of eight (8) hours per day.

**9.06** Where an Employee is absent from work on an approved leave of absence for a period exceeding one hundred and twenty (120) consecutive days, vacation credit accumulation will cease between the one hundred and twenty first (121) day to the date when the Employee returns to work. Employees who are off work on STD, LTD, Maternity/Paternity Leave or WCB will continue vacation credit accumulation for up to one year only.

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

**Definition: Gross Wages**

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

A) An Employee who has been off work on STD, LTD or WCB and upon return has insufficient wage entitlement to provide regular pay for his/her vacation credits, arising from **Clause 9.06**; shall be

paid a top up to his/her existing wage entitlement to the equivalent of straight time pay for the **Clause 9.06** vacation credits used.

**9.08 Leave of Absence**

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

**ARTICLE 10 – APPRENTICESHIP ASSISTANCE**

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

**10.02** Apprenticeship rates based upon the Journeyman rate for the applicable trade will apply as follows:

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

It is the Apprentice’s responsibility to provide exam results to the apprenticeship team in a timely manner to receive any applicable pay increases.

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

Apprentices cannot be assigned on a temporary basis to the field for any period longer than ninety (90) days. After ninety (90) days they must have received a posting or return to the shop they came from.

**10.03** An Apprentice having met all requirements (hours, months and passed government examination) will be classified within the Journeyman or applicable Class “A” rate for their respective trade.

It is the Apprentice’s responsibility to provide exam results to the apprenticeship team in a timely manner to receive any applicable pay increases.

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

**10.04** The Employer will cover the costs of tuition, books and normal rate of pay for the first attempt at each appropriate apprenticeship schooling level or red seal endorsement, and if required, one additional

attempt to pass the necessary exams (considered the second attempt). If the Apprentice fails at any level of the apprenticeship program or red seal endorsement, a joint discussion with the Apprentice, Union Business Representative and the Manager will be arranged by the Employer. An Apprentice having a disability, identified by a qualified assessor, can access services through AIT to support them in accessing an accommodation when attempting their exams. Should AIT determine the Apprentice requires additional assistance, the Union, Employer, and Apprentice will meet to review the options. If it is determined that more schooling is required, the Apprentice will be responsible for those costs and Finning will grant the Employee an approved leave of absence except in the case of proven extenuating circumstances agreed to by both parties.

In the event that an Employee who has been hired into an Apprenticeship Program voluntarily terminates employment within fifty-two (52) weeks following the completion of any apprenticeship training, the Employee will be required to reimburse the Employer for tuition fees, textbooks, and normal rate of pay for attending apprenticeship school on a prorated basis for the previous year of schooling.

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

**10.05** Any member from the bargaining unit transitioning into an Apprenticeship position from a non-ticketed position will have their wage (if higher than the applicable apprenticeship rate) red circled from the date of transition forward.

The intent of this language is to ensure Employees do not suffer a wage loss when accepting an Apprenticeship.

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

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

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

## **ARTICLE 11 – GENERAL PROVISIONS**

**11.01** Time off shall not be given in lieu of overtime unless in the discretion of the Employer it is deemed necessary or advisable to do so and the Employee agrees.

**11.02** Without limiting the Union's recognition of Management as found in **Article 14** hereof, the Employer agrees that no member of the Union shall be in a position to exercise any function of management relating to discipline or discharge of any Employee.

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

**11.04** **Service Department Protective Clothing:**

- A) Personalized coveralls will be supplied and cleaned without charge to those who normally wear coveralls. These coveralls will be Employer branded, and properly fitted. There will be sufficient number to ensure clean coveralls are available.
- B) Immersion suits and fireproof coveralls will be made available as a tool room item for those required to wear them on job assignments.
- C) Field Serviceperson Uniforms: for those Employees in this classification, uniforms will be issued upon request. Field Serviceperson uniforms will not be provided to Employees permanently working on a customer mine site.
- D) Field Servicepersons will be provided without charge three (3) pairs of Arctic coveralls (or pants and jacket) and cold weather protective gloves. Should winter protective gear not be provided by September 30<sup>th</sup> of the year, an Employee will be reimbursed for the purchase of one (1) pair of Arctic coveralls (or pants and jacket) to a maximum of eight hundred (\$800) dollars to provide the required Personal Protective Equipment until the Employer can provide the subsequent pairs. Replacement coveralls (or pants and jacket) and gloves will be supplied upon surrender of an unserviceable pair of coveralls (or pants and jacket) and gloves.
- E) Arctic coveralls (or pants and jacket) and cold weather protective gloves will be available in each Facility for other Servicepersons on temporary field assignments. Upon agreement between the Shop Steward and Facility management other arrangements may be made as appropriate.
- F) Welders will be provided, without charge, protective gloves and a fresh air welding helmet. Employees will be encouraged to wear fresh air helmets for welding work. Replacement will require surrender of unserviceable items. Welders will be eligible for reimbursement up to an additional one hundred (\$100) dollars for specialized PPE (welding beanies, safety glasses, gloves, etc.) per year.
- G) Arc Flash Personal Protective Equipment of proper rating (cal/cm<sup>2</sup> or joules/cm<sup>2</sup>) and size will be available to any Employee required to work with high voltage/amperage electricity and will be maintained and inspected by the Employer as required.

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

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

Employees are eligible for a \$300 allowance towards the cost of new safety footwear. New Employees will become eligible after six (6) months of service. The allowance is restricted to a once in any twelve (12) month period and will be payable on the first (1st) pay period in May of each year.

- A) All Field Servicepersons assigned to use Field trucks, and Yard-persons, performing work outside in winter conditions, are eligible to receive an additional \$200 to compensate for the purchase of CSA approved winter footwear.
- B) Those who are not eligible for **Clause 11.06A** and perform work outside in winter conditions, are eligible to be reimbursed up to \$200 for the purchase of CSA approved winter footwear.

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

**11.07** All Employees attending Parts or Service meetings will be paid their regular pay, during normal working

hours.

**11.08** If an Employee chooses, he/she may review their personnel file with their Supervisor on an annual basis. Any disciplinary notice, including Letters of Expectation, older than one (1) year will be removed from the file provided there has been no further discipline imposed during the period. STD, LTD, WCB will extend this period by the length of the leave, up to a maximum of one hundred and twenty (120) days.

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

**Tool Allowances:**

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

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

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

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

The Employee will take their personal air and/or battery-operated tools home and the Employer will supply an Employer owned tool. However, it will be at management's discretion whether an air or battery-operated tool will be provided. If required for business purposes, the Employee may bring their own personal air and/or battery-operated tool to work. Prior to the Employee bringing in their own air and/or battery-operated tool, they must have management approval. Employees responsible for tools provided by the Employer must ensure that the tools are returned to the Employer in event of layoff or termination.

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

**11.11** When work is required to be performed in temperatures below -15 Celsius, adequate protection and some form of heat will be made available to Employees. Both the Employer and Employee agree to cooperate to make certain the work can be completed in a safe and timely manner.

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

**A)** \$80.00 per diem (\$20.00 breakfast, \$25.00 lunch, \$35.00 dinner) for Employees who are away from their regular living accommodations (home, camp, or condo) for training (when meals are not provided) or overnight on a field assignment.

**B)** \$90.00 per diem (\$20.00 breakfast, \$30.00 lunch, \$40.00 dinner) for NWT Field Serviceperson away from their home Facility overnight on a field assignment.

**11.13 Tool & Toolbox Insurance:**

Where an Employee provides their own tools and/or toolboxes, the Employer will reimburse Employees

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

**A) Toolboxes:**

Employees transferring to another site or Facility will have their toolboxes shipped by Finning at no cost to the Employee.

Employees who suffer a layoff from a Facility outside of their permanent residence will be eligible to have their tools boxes shipped to their home address at the Employer's expense.

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

**11.15** If an overpayment of funds has been determined to have occurred, the Employer may recover the overpayment. The Employee will be allowed the option of a payment schedule that does not cause undue financial hardship to the Employee. Any overpayment discovered outside of twenty-six (26) weeks will not be recoverable.

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

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

If TCRS Business Division Employees perform work other than the work described above, the employee(s) affected will receive the equivalent Finning rate.

## **ARTICLE 12 – NO DISCRIMINATION**

**12.01** An Employee will not be transferred, dismissed or discriminated against for any lawful Union activity, or for serving in a responsible capacity with the Union, or for reporting to the Union any violation of the provisions of this Agreement.

**12.02** Any Employee alleging wrongful transfer, dismissal or discrimination, may place his/her alleged complaint before Union representatives and if it is merited the complaint shall become a grievance and be subject to the grievance procedure as established in this Agreement.

**12.03** There will be no discrimination, intimidation or coercion exercised or practiced by the Employer or by the Union, or by any of the representatives, with respect to any person because of race, color, religious

beliefs, gender, gender identity and gender expression, age, family status, marital status, ancestry, or place of origin of that person, source of income, sexual orientation, or to a person having a mental disability or physical disability.

- 12.04** Harassment is not tolerated in the workplace. Every reasonable effort will be taken to assure no Employee is subject to harassment in any form. Both parties will jointly co-operate in resolving and investigating complaints relating to bargaining unit Employees in a confidential and appropriate manner.

### **ARTICLE 13 – RATES OF PAY**

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

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

<b>4.0% General Increase</b>	<b>Effective May 1, 2025</b>
<b>4.0% General Increase</b>	<b>Effective May 1, 2026</b>
<b>2.5% General Increase</b>	<b>Effective May 1, 2027</b>

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

- 13.03** The Employer will hold job discussions annually for all Employees who are covered by this Agreement. The job discussion will consist of an evaluation of the Employee’s performance and a personal interview with the Department Supervisor. An Employee not satisfied with the results may discuss the matter with the next level Supervisor or Manager.

- 13.04** An Employee will move from Class B to Class A after twelve (12) months in Class B. Employees transferring Regions within the same classification will maintain their current Class status.

- 13.05** Payday shall be every second week on Friday. All accumulated earnings and work hours reported in a two (2) week period shall be remitted on the payday of the week following the pay period. Any errors or omissions shall be paid on a separate deposit within seven (7) working days of the Employer being notified of the error. The Employer will provide pay notifications in compliance with Employment Standards.

- A)** If the Employee can substantiate any losses as a result of these errors, the Employer agrees to make the Employee whole in all respects. The Employee must submit details of the error in writing to their Supervisor or designate.

- 13.06** All Parts and Service Employees filling in a premium position get the premium rate of pay for the number of hours spent in that position. This would not apply to Apprentices on rotation.

Parts persons scheduled to cover for Counter Sales will receive the premium wage rate for the time spent in the position.

The maximum duration of any Employee filling in a premium position will be one hundred and twenty (120) days. After one hundred and twenty (120) days, the premium position will be posted.

- 13.07** The IAM District 14 Business Representative and the Employer will meet and discuss each individual situation where an Employee is removed from a third-party site within fifteen (15) days of the removal. During such time, the Employee will remain employed, and continue to be paid their regular wages,

until being permanently placed elsewhere. The Employee may be required to perform either;

- A) Temporary assignments inside/outside of their normal job classification,
- B) Temporary transfers as per **Clause 5.14**

## **ARTICLE 14 – MANAGEMENT RIGHTS**

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

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

**14.02** The Union also recognizes the right of the Employer to operate and manage its business in all respects in accordance with its obligations and to make and to alter from time-to-time reasonable rules and regulations, to be observed by Employees, which shall not be inconsistent with the provisions of this Agreement.

**14.03** The Employees and the Union agree that the foregoing enumeration of Management's rights shall not exclude any other recognized function of management not specifically covered by this Agreement.

## **ARTICLE 15 – GROUP INSURANCE, SICK BENEFITS AND BEREAVEMENT LEAVE**

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

***Benefit Entitlement:***

<b>Benefit</b>	<b>1<sup>st</sup> of the month following completion of 120-day probation period</b>	<b>1<sup>st</sup> of the month following six (6) months of employment</b>
Provincial / Territorial Health Care Premium Coverage	Yes	Continues
Extended Health Coverage Plan	Yes	Continues
Long Term Disability	Yes	Continues
Dental Plan Coverage	No	Yes
Accidental Death & Dismemberment	No	Yes
Life Insurance	No	Yes
Optional Insurance	No	Yes

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

A benefit review committee will be set up to discuss coverage levels, premiums and concerns about benefits coverage on an on-going basis and will be comprised of three (3) representatives (1 Business

Representative, 2 hourly members) from the Union and three (3) representatives from the Employer. The committee will meet two (2) times per year.

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

**15.02 Group Insurance:**

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

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

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

The Employer agrees to maintain a dental benefits program providing coverage with limits and conditions set forth in the plan for group dental insurance.

Unless modified by mutual agreement between the Employer and the Union, the plan shall cover dental expenses in accordance with the current Sun Life Alberta Dental Reimbursement Guide.

The Employer has established an Employee Assistance Program to assist Employees in dealing with personal and family issues. Information on the program may be obtained at each Facility.

The Employer agrees to continue to maintain the Long-Term Disability plan for hourly Employees and the Employee shall pay the total premium cost thereof. The maximum benefit amount will be fifty percent (50%) of earnings up to a maximum of five thousand (5,000) dollars per month.

It is agreed that in addition to continue to provide plan benefits the Employer and the Union agree that an objective of the plan is to encourage a return to a workplace assignment based on medical documentation.

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

Employees off work on an approved WCB claim expected to exceed the waiting period for an LTD claim will have the opportunity to apply for LTD. If the LTD is approved, LTD premiums are waived while

the WCB/LTD claim is open.

### **15.03 Sick/Flex Leave Benefits**

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

- A)** After working two (2) consecutive months, an Employee will have earned six (6) hours of Sick/Flex leave credits and will accumulate six (6) hours per month thereafter to a maximum of fifty-six (56) hours. On January 1<sup>st</sup> of each year thereafter, Employees will receive credit for fifty-six (56) hours' Sick/Flex leave to apply to the current years' service.
- B)** For compressed work week shifts, after working two (2) consecutive months, an Employee will have earned seven (7) hours of Sick/Flex leave credits and will accumulate seven (7) hours per month thereafter to a maximum of seventy (70) hours. On January 1<sup>st</sup> of each year thereafter, Employees will receive credit for seventy (70) hours Sick/Flex leave to apply to the current years' service.
- C)** For continuous shifts, after working two (2) continuous months, an Employee will have earned eight (8) hours of Sick/Flex leave credits and will accumulate eight (8) hours per month thereafter to a maximum of eighty-four (84) hours. On January 1<sup>st</sup> of each year thereafter, Employees will receive credit for eighty-four (84) hours Sick/Flex leave to apply to the current years' service. Sick/Flex leave credit will be maintained but not accumulated during layoff.

Sick/Flex leave credit will be maintained but not accumulated during layoff, and will be reinstated to the Employee upon return to work (eg: recall, acceptance of a posting, etc). Sick/Flex leave credit will be accumulated while on Short-Term Disability, Long-Term Disability or WCB for up to one year only.

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

Sick/Flex leave may be used for legitimate illness, for Doctor/ Dentist appointments, mental health, or any other pre-arranged commitments (can be taken in one (1) hour increments). Sick/Flex leave as described above, can also be used if an employee's spouse or children is/are sick or injured.

It is the Employee's responsibility to notify his/her Department Supervisor of absence due to illness or usage of flex time prior to the start of their shift. Pre-arranged commitments (children's events, personal appointments, etc) must be requested, and approved, a minimum of seventy-two (72) hours before utilization of the time.

Sick time and Flex time will have separate time codes, but both will draw from the same bank.

All Sick/Flex days not used can be accumulated to a maximum of four hundred (400) hours. This maximum is inclusive of the current year's eligibility. The Employee may also choose to delay STD payments with the use of accumulated Sick/Flex leave, however the STD process must still be followed.

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

Any Employee shall be paid all accumulated Sick/Flex time when the Employee retires.

#### **A) Short-Term Disability Benefits:**

The Employer agrees to maintain an Employer paid Short-Term Disability plan, and all Employees covered by this Agreement shall be entitled to benefits subject to the terms of the plan, as outlined by the provider, and the following provisions and conditions:

After completion of the probationary period (one hundred and twenty (120) days) Employees will be eligible to participate in the company paid Short-Term Disability plan.

Sickness or Disability lasting more than five (5) consecutive workdays must be substantiated with

a third-party Short-Term Disability application form completed by a qualified doctor indicating that the claimant is unable to work.

Short-Term Disability Benefits shall be eighty (80%) percent of the Employees' current base wage rate (regular wage). Coverage is contingent upon both the Employee and the attending physician providing the required information showing total disability to the satisfaction of the benefits carrier for a period not to exceed twenty-six (26) weeks.

If it is necessary for the Employee to provide additional written information to satisfy the claims adjudicator with respect to the Employee's claim and there is a charge for obtaining that information, the Employer agrees it will pay for all costs.

When an Employee is able to return to work to full or modified duties, the time worked will not be considered sick time and the Employee's entitlement to Short-Term Disability shall remain. When an Employee has exhausted their Short-Term Disability entitlement and/or the Long-Term Elimination period has passed, the Employee's claim will be processed in accordance with Long-Term Disability plan provisions.

**B) WCB/WSCC Benefits:**

Anywhere within this CBA a reference is made to WCB, this will also include WSCC (NWT).

For all intents and purposes, any Employee on WCB will be made equal to an Employee on STD as a minimum.

For occupational illnesses and/or injuries approved by WCB, the Employer will pay the Employee directly an amount equivalent to Short-Term Disability benefits. Should the WCB benefits be greater than the equivalent of STD benefits, the Employer will pay the difference to the Employee. The WCB benefits will be paid to the Employer directly.

Should this process require change, the Employer will provide notice to the Union of reverting to the previously agreed-upon "STD top-up" model, including all benefit entitlements. E.g.; Stat Holidays at 100% pay.

- i) Employees on WCB will have the same system accesses as employees on STD until the regular STD period of 26 weeks has elapsed. (Workday access, email access, benefit entitlements, etc)
- ii) The provisions within **Schedule C** will be provided until the regular STD period has elapsed.

**15.04 Bereavement Leave:**

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

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

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

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

If an Employee requires additional time off as a result of the loss of a family member, the Employer, taking into consideration the needs of the business, may grant the time off without pay.

## ARTICLE 16 – HEALTH & SAFETY

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

## ARTICLE 17 – PENSION RIGHTS

- 17.01** All Employees covered by this Agreement shall participate in;
- A)** A Defined Contribution pension plan as set forth in an Agreement between the Employer and **Sun Life Financial** and outlined in **Clause 17.02**. (The Defined Contribution plan –registration no. C-44803)
  - B)** Commencing for service on and after July 1, 2026, all employees shall become participants in the **Machinists Pension Plan, Lodge 692** (the “Machinists Plan”).
- 17.02** The Employer will make contributions equal to six percent (6.00%) of an Employee's eligible income.
- A)** **Sun Life Financial** Defined Contribution Pension Plan contributions shall be made on behalf of employees at no less than five (5%) percent of earnings, full cost of such contributions shall be borne by the Company.
  - B)** **The Machinists Pension Plan Lodge 692** contributions shall be made on behalf of employees at no less than one (1%) of earnings, full cost of such contributions shall be borne by the Company.
- 17.03** Employees may voluntarily contribute up to a maximum of eight (8%) percent to their **Sun Life Financial** Defined Contribution Pension Plan of which the Employer will match at a rate of one-fourth (1/4) of the first five (5%) percent to a maximum of one and a quarter percent (1.25%).
- 17.04** Eligibility for each Pension Plan membership will commence upon date of hire. Vesting will be immediate upon date of hire. Annual statements by March 31st of the following year shall be given to each Employee participating in the pension plans stating the value of the pension credits earned. Booklets describing benefits provided under the plans shall be made available from the Human Resources contact.

The official Pension Plan documents provide a full description of the governing terms and conditions.

## **ARTICLE 18 – NO STRIKES AND LOCKOUTS**

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

## **ARTICLE 19 – UNION RIGHTS**

**19.01** The Union shall keep the Employer advised in writing with up-to-date lists of names of Executive Officers and Stewards who are authorized to act on behalf of the Union with the Employer. The Employer agrees to recognize only those representatives whose names have been submitted in writing. It is understood that members of the Union's Executive and Business Representatives are also designated to act as Stewards.

**19.02** Stewards shall be Finning (Canada) a Division of Finning International Inc. Employees and shall be selected in any manner the Union decides upon.

**19.03** Stewards shall be appointed to represent each department at all Facilities as may be required from time to time.

**19.04** Stewards shall meet with representatives of the Employer monthly, if required by either party, in order to discuss problems which may arise.

**19.05** Where investigative meetings may lead to discipline, suspension or termination and in the event of discipline, suspension or termination, the Employee is entitled to Union Steward representation, which Steward will be the Employee's choice, within the Facility first, and Region second, where reasonable and available.

**A)** When an Employee is sent home "pending investigation", the Employee will remain employed and continue to be paid their regular wages, until the investigation process is completed and the outcome has been determined.

**B)** When a disciplinable action has been identified by Management, the Employer has 30 working days to act upon the incident.

**19.06** Stewards will be allowed a reasonable amount of time per month, without loss of pay, to discuss issues or present grievances to representatives of the Employer under Steps 1 and 2 of the Grievance Procedure, provided they first obtain permission from their Supervisor to leave their work assignment.

**19.07** Employees having grievances shall not discuss them with Stewards during working hours unless they have first obtained permission from their Supervisor. The Employer agrees such permission will not be unreasonably refused.

**19.08** IAM Local 99 Executive members will be granted all time off necessary for them to carry out their duties. The Union will make every reasonable effort to minimize this time away from work.

**19.09** Members of the bargaining committee, not to exceed four (4) in number, shall be paid at regular rates, including all applicable premiums, not to exceed two hundred (200) hours per person. This would only apply on years where negotiations were held.

IAM Local 99 Bargaining Committee members will be granted all time off necessary, for them to carry out their duties.

**19.10** Lockable 24" x 36" Bulletin boards will be supplied on Employer premises for the purpose of posting official Union notices and papers. The Union agrees that such notices and papers will not contain references detrimental to the maintenance of a harmonious relationship between the Employer and the Union. The keys to the bulletin board will be held by the Steward(s) and a Facility Management representative/designate.

This will apply on third party sites with the customer's agreement.

- 19.11** If a member of the bargaining unit is elected to a full-time position representing Local99, the Employer will grant an unpaid leave of absence. The seniority for the member will continue to be accumulated during the length of the leave. Upon return the member will be eligible for their previous position or equal position.=
- A)** If a member(s) of the bargaining unit is elected to a full-time position representing labor affiliates, the Employer will grant an unpaid leave of absence. The seniority for the member(s) will continue to be accumulated during the length of the leave. Upon return the member will be eligible for their previous position or equal position. There will be no more than two (2) members on this leave at any one time.
- 19.12** The Representatives of the Union may have access to the Employer's shops/yard by applying for permission through the Facility Manager/Supervisor. Permission will not be unreasonably withheld. The Representatives agree that Union Members will not be disrupted from performing their work.
- Upon request, due to an emergent issue the Employer will make arrangements to allow Union Representatives access to third party sites. However, if the Union requests an Employee group meeting on site, seven (7) days' notice shall be provided to the Employer.
- 19.13** The Employer is committed to positive and collaborative Employee relations at all levels of the organization and as such will commit that all new hires will be given up to a half (0.5) hour orientation by a Union Steward on Employer property. The Supervisor/Manager will schedule this time within the first four (4) weeks of their start date. The time will be covered by the Employer.

## **ARTICLE 20 – GRIEVANCE PROCEDURE**

- 20.01** The Employer and the Union both agree that the settlement of any dispute or grievance arising out of the terms of this Agreement should, so far as possible, be arranged between the Employer's representative and the Employee or the Union's grievance committee. A difference between the Employer and the Union as to the meaning and application of the provisions of this Agreement shall be considered a policy grievance. All policy grievances will be processed by the Union, and shall be submitted to the Human Resources department designates under Step 2 of the Grievance Procedure.
- 20.02** A grievance concerning the discharge of an Employee will be submitted into Step 2 of the Grievance Procedure. By mutual agreement between the parties, a grievance may be submitted to Step 2 of the grievance process.
- 20.03** Unless a grievance of an Employee or a policy grievance is presented to the Employer within thirty (30) working days of the grievor from the date when the grievance first arose, or in the case of dismissal of Employees within thirty (30) working days of notification to the Union of such dismissal, the grievance is waived and the Employee or the Union shall not be permitted to present the same to the Employer thereafter. Failure of the Employer to respond within its allotted times indicates that it is in agreement with the grievor.
- 20.04** Any complaint, disagreement or difference of opinion between the parties hereto concerning interpretation, application, operation, or any alleged violation of the terms of this Agreement shall be considered a grievance and the procedure of settlement shall be as follows:
- STEP 1:** If the complaint or grievance is not satisfactorily resolved in discussion between the Employee and/or the Union Steward and his/her immediate Supervisor/Facility Management, the grievance shall be set out in writing citing the alleged violation of the Collective Agreement including the Clause(s) affected. It shall be submitted in this form to the immediate Supervisor within the time limits specified in **Clause 20.03**. A decision will be forwarded to the Union Steward from the Supervisor within ten (10) working days of receiving the grievance.

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

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

**STEP 3:** If the Step 2 decision of management is unsatisfactory to the Union, the Union Executive may then submit the grievance to arbitration within thirty (30) working days of receiving the decision. The notice of submission to arbitration must be given in writing. By mutual agreement by both parties, prior to a grievance being forwarded to arbitration, the parties may engage in a non-binding mediation process in which the Griever(s) will have the option to participate. The mediator will be selected by mutual agreement.

**20.05** The time limits expressed in the foregoing shall exclude Saturdays, Sundays, designated Holidays and normal time off. The time limits set out above may be adjusted in exceptional circumstances by mutual agreement. The time limits set out are considered mandatory and not directory.

## **ARTICLE 21 – BOARD OF ARBITRATION**

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

1. James Casey	4. Tom Jolliffe
2. Karen Scott	5. Cheryl Yingst-Bartel
3. Greg Francis	6. David Jones

Who shall be selected is as follows:

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

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

**21.03** Grievances submitted to arbitration shall be governed by the provisions of this Agreement. The Arbitrator shall not be vested with the power to change, modify or alter this Agreement in any of its parts, but may, however, interpret its provisions. The expense of the Arbitrator shall be borne equally by the Employer and the Union, unless otherwise provided by law. The findings and decision of the Arbitrator shall be binding and enforceable on all parties.

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

**21.04** The Arbitrator shall have the power to ameliorate any penalty or disciplinary measure and in the case of

any grievance involving a discharge he/she shall be entitled to substitute lesser disciplinary penalty than was imposed by the Employer.

## **ARTICLE 22 – SEVERANCE PAY**

- 22.01** Severance shall be paid to an Employee in the amount of one (1) week for every four (4) months of completed service to a maximum of one hundred and four (104) weeks in the event of layoff, along with the final earnings paycheck.
- 22.02** When an Employee is laid off, they will be presented with two options;
- A)** Severance pay is due to an Employee immediately upon layoff. If an Employee is recalled within the mandatory period for which severance was paid, the Employer is entitled to recover the balance. (This is intended to avoid the possibility of double pay in the case of an early recall.) Employees on a temporary recall will not be required to pay back the severance until such time when the recall becomes permanent.
- B)** Severance will be paid as a “salary continuance” in equal, bi-weekly payments (following the normal pay schedule) for the severance duration, or until the Employee is permanently recalled. Employees on a temporary recall will continue to be paid the “salary continuance” unless the recall becomes permanent.
- 22.03** Severance pay entitlement occurs only once in any fifty-two (52) week period. If an Employee was laid-off, recalled, and again laid-off within twelve (12) months of the first instance, he/she is not entitled to severance pay on reoccurrence.
- 22.04** Notwithstanding **Clause 22.03**, in the event the Employer recovers the balance of initial severance pay entitlement, or entire “salary continuance” is not paid, as specified in **Clause 22.02**, an Employee is eligible to receive the amount of that balance should a layoff recur within twelve (12) months of the first instance.
- 22.05** If the Employer rehires anyone when more than two (2) years has elapsed since layoff, that person would be treated as a newly hired Employee.

## **ARTICLE 23 – DURATION & RETROACTIVITY OF AGREEMENT**

- 23.01** It is understood and agreed between the parties hereto that they will commence bargaining for a new Collective Agreement to follow this one on or about January 1, 2028 and if they fail to conclude a new Collective Agreement before April 30, 2028 the Employer agrees to pay the Employees the hourly rates of pay (Schedule “A” including Regional Wage Adjustment) and premiums (Schedule “D”) established by the new Agreement for all actual hours worked from April 30, 2028 until the date of the ratification of the new Collective Agreement provided there is no Strike. All retroactivity on other proposals will be determined upon signing of a Memorandum of Agreement.
- 23.02** This Agreement shall be effective from May 1, 2025 until April 30, 2028 and thereafter to the date when a new Collective Agreement comes into force or until a strike or lockout occurs, whichever is first.

## **ARTICLE 24 – TECHNOLOGICAL CHANGE**

- 24.01** The purpose of this article is to assist employees in adapting and retraining to meet technological change in the workplace. Recognizing it is important to discuss the introduction and implications of technological change in the workplace where that change will affect Employees. A committee of up to four (4) persons representing the Employer and up to four (4) Employees representing the Union will meet on a quarterly basis to address and resolve emerging issues. Refer to **Article 27**. These meetings are to provide 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.

The Employer will agree to work with the Union to avoid any displacement of Employees. Any changes to wage categories, rates or layoff classifications necessitated by the introduction of the change will be negotiated by the Union and the Employer.

- 24.02** Where the Employer intends to introduce technological or procedural change in the workplace, it will meet with the Union to discuss the implications of the change ninety (90) days prior to implementation. If adequate notice is not provided to the Union, affected employees will be credited an additional one (1) week of severance pay.
- 24.03** Technological change will be considered the introduction of new or modified equipment, or work processes, which will displace employees in a Facility. The Employer will provide information about the new technology and the impact on the Employees and will disclose all details to the Union.
- 24.04** Where jobs are made redundant, the Employees will be given an opportunity to move to other positions, provided there are openings and they are capable of performing the job functions. Employees will be given preference for a position for which they can do or can reasonably be trained to do inside the bargaining unit. The Employer, Union and Employee will meet to discuss possible positions, modifications, training and any other requirements. The restrictions in **Clause 5.02** will not apply.
- A)** If an Employee receives temporary placements inside or outside the bargaining unit; the Employee will not suffer a wage or benefit loss, and will continue to retain and accrue all benefits and entitlements in the agreement. (Grandfathered)
- B)** If an Employee receives permanent placement inside the bargaining unit, the Employee's wage will be red-circled at the time of the placement.
- 24.05** When Technological change occurs, the Employer shall provide opportunities for training and skill development for the affected employee(s) so that they are equipped to fill other jobs within the company that are commensurate with their ability, qualifications and seniority. The Employer and the Union will encourage the employees to participate in skills upgrading. This may involve attending a course inside or outside the company. The Employer will assume the cost of any agreed to course.
- 24.06** If an employee is not able to be placed in a suitable position **Clause 5.13, Clause 22.02, and Clause 24.02** will apply.

## **ARTICLE 25 – CONTRACTING OUT**

### **25.01 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.

- A)** 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.
- B)** 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.
- C)** A good faith effort to develop alternatives to contracting out the matter under consultation will be made. This will be an ongoing consultation.
- D)** Contracting out will be included in the list of topics in the Quarterly Union Management meetings (**Article 27**) including build scope, work scope, and allocated hours.

### **25.02 Parameters:**

Before contracting out occurs, a discussion including a Steward(s) from the affected Facility will take place regarding the following (where projects are expected to exceed one hundred and twenty (120) days,

this will include a Business Rep):

- A) Employee utilization within the Region.
- B) Employee utilization outside the Region. **Article 5.14** will apply.
- C) Facility utilization. (including shifts/schedules and overtime).
- D) The ratio of Bargaining Unit Employees to Contractor Employees.
- E) Contractor Employees will provide their own tools.
- F) Contractor Employees will adhere to Finning (Canada) A Division of Finning International Inc. Health and Safety Policies.
- G) Expected build scope, work scope, and allocated hours will be shared.

**25.03 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:

- A) Meet with the Union, a minimum of one hundred and twenty (120) days in advance of taking such action;
- B) Provide an opportunity for Employees to move to other available positions within the bargaining unit that they are capable of performing;
- C) 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;
- D) Provide outplacement counselling to all Employees laid off due to contracting out;
- E) Provide severance on layoff as outlined in **Article 22**;
- F) Provide HR resources to facilitate movement of Employees, coordination of retraining and outplacement counselling and payment of severance.

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

<b>Region</b>	<b>May 1, 2025 - April 30, 2026</b>	<b>May 1, 2026 - April 30, 2027</b>	<b>May 1, 2027 - April 30, 2028</b>
Central / Southern	\$ 122.11	\$ 126.99	\$ 130.16
Grande Prairie	\$ 128.21	\$ 133.34	\$ 136.67
N.W.T.	\$ 136.76	\$ 142.22	\$ 145.78
Oilsands / Wood Buffalo	\$ 153.95	\$ 160.11	\$ 164.12

## **ARTICLE 26 – CONTINUOUS SHIFTS**

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

Guidelines for this shift are listed below:

**26.01 Customer Sites:**

- A) The Union will be provided with any shift requirements on a customer site in writing as soon as the Employer is aware of the customer request. The explanation will include a contractual commitment on a customer's site. The Union will meet with the Employer to discuss the circumstances and agree upon terms and conditions that will address the needs of the situation in a timely fashion.
- B) The classifications required to fulfill the contract will be included in the notification to the Union.
- C) All positions will be posted, and the Facility shift schedule will be explained on the posting.
- D) Schedules will follow one of the formats below;
  - i) 7 days on and 7 days off,
  - ii) 14 days on and 14 days off.

**26.02 Finning Shops / Facilities:**

- A) Mutual agreement between the Union and the Employer will be required prior to any shift or schedule implementation. Prior to implementation a minimum of 30 days' notice will be given to Employees.
- B) The Union will reasonably consider all requests by the Employer to add new or different shifts or schedules. Prior to implementation a minimum of 30 days' notice will be given to Employees.
- C) The Employer will outline any new shift configuration in writing, which will include the business rationale for requiring the continuous shift. The Union will meet with the Employer to discuss the requirements and terms and conditions.
- D) The classifications required and areas of the business will be included in the business case submitted to the Union.
- E) All positions will be posted, and the shift configuration will be explained on the posting. Where shift configurations may need to be changed, mutual agreement between the Employer and the Union will be required prior to the establishment or a different shift configuration.

**26.03** The continuous shift premium as outlined in Schedule "D" of the current Collective Agreement will apply to all shift Employees for all hours worked. These premiums allow for working scheduled shifts in excess of eight (8) hours per day and Saturday and Sunday at straight time rates up to a maximum of 2,080 hours per year.

**26.04** The shift schedule shall result in an averaging above forty (40) hours per week.

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

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

- B) For statutory holidays see **Clause 8.01**
- C) Sick/Flex/Vacation/Bereavement/Jury Duty hours paid will count towards the appropriate work schedule. Bank-Time Off will not apply.
- D) The appropriate overtime rates will apply for all hours worked on a regularly scheduled day off.
- 26.05** All reasonable incremental costs incurred to change flights due to temporary or permanent schedule/shift changes, initiated by the Employer, will be reimbursed by the Employer, for up to three (3) shift schedules if required, with receipts.
- 26.06** No Employee will be forced to suffer a loss of pay due to extended days off. See **Clause 6.02** If due to a schedule change;
- A) The Employee would have an extended number of days on, they will be provided the option of equal days off before continuing the new schedule, otherwise applicable overtime rates will apply.
- B) The Employee would have an extended number of days off, they will be provided the option to work the extended days off at applicable overtime rates.
- 26.07** The calculation for the entitlement to vacation and severance will be made using an hourly equivalent; e.g., vacation: if entitled to two (2) weeks' vacation X forty (40) hours = eighty (80) hours equivalent; if entitled to ten (10) days X eight (8) hours = eighty (80) hours equivalent, etc. It is intended that Employees neither gain nor lose a benefit entitlement while working on a continuous shift.
- 26.08** **Rest Breaks:** For twelve (12) hour shifts, an Employee shall commence and cease their shift at the designated stopping time and place. The Employee shall be provided with three(3) paid lunch/rest periods (2 x 15 minutes and 1 x 30 minutes) at the Employee's designated lunch place between the third (3<sup>rd</sup>) and fifth (5<sup>th</sup>), the fifth (5<sup>th</sup>) and seventh (7<sup>th</sup>), and the eight (8<sup>th</sup>) and tenth (10<sup>th</sup>) hours of the shift. The total lunch/rest periods shall not exceed sixty (60) minutes. Flexibility in scheduling rest breaks may be necessary to meet urgent customer needs.
- 26.09** Travel for training outside of home Facility:
- A) **Regular Shift:**
- i) Travel and training is completed within their regular twelve (12) hour shift and Employer provides transportation – Employee will not receive additional travel time and are not eligible to expense mileage.
- ii) Travel and training is completed within their regular twelve (12) hour shift and Employer provides transportation – Employee will not receive additional travel time and is eligible to expense mileage.
- iii) Travel is completed partially or fully outside of their regular twelve (12) hour shift and Employer provides transportation – Employee will receive travel time for training as per **Clause 11.14** and are not eligible to expense mileage.
- iv) Travel is completed partially or fully outside of their regular twelve (12) hour shift and Employer provides transportation – Employee will receive travel time for training as per **Clause 11.14** and is eligible to expense mileage.
- B) **Overtime Shift:**
- Employee gets paid travel time for training as per **Clause 11.14** and actual hours in the course. If Employer provides transportation, the Employee is not eligible to expense mileage. But, if Employee provides transportation, the Employee is eligible to expense mileage.

## **ARTICLE 27 – UNION MANAGEMENT RELATIONSHIP**

As part of our joint understanding to work to improve the quality of the relationship between the Union and the Employer, it is agreed to hold quarterly meetings with agreed upon agendas and pre-determined dates. The topics for the agendas will be provided to each other no later than 2 weeks prior to the meeting. Generally, it is intended for each party to have one-half of the one-day session to cover their agenda. The meetings will commence within three (3) months after the signing of the Collective Agreement and will take place in Edmonton.

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

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

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

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

## **ARTICLE 28 – REGIONAL HOURLY WAGE ADJUSTMENT**

It is understood that the purpose of the adjustment is an attempt to attract and retain qualified Employees attached to these Regions. The RWA will be added to the hourly rate and reflected in **Schedule “A”**. An Employee’s ‘hourly rate’ plus the RWA will be considered their “Regular Pay”.

- 28.01** The adjustment to be 12% of the hourly rate and apply to both standard and overtime hours. Designated Regions: Regional Municipality of Wood Buffalo, Yellowknife and Ekati.
- 28.02** The adjustment to be 5% of the hourly rate and apply to both standard and overtime hours. Designated Regions: Peace River and Grande Prairie.
- 28.03** The adjustment to be \$6.77/hour and apply to both standard and overtime hours. Designated Region: Regional Municipality of Wood Buffalo TCRS.
- 28.04** The adjustment to be \$0.87/hour and apply to both standard and overtime hours. Designated Region: Grande Prairie TCRS
- 28.05** RWA will be included in all paid absence calculations, severance pay, union duties, training, and red-circling.

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

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

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

### **A) CUSTOMER SITES**

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

Schedules will follow one of the scheduled formats below:

- i)** 7 days on and 7 days off, 14 days on and 14 days off.

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

### **B) FINNING OPERATIONS**

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

- i) Field: 6 days on and 6 days off, in order to comply with National Safety Code (NSC) regulations, 7 days on and 7 days off, 14 days on and 14 days off.
- ii) Town Shop: 7 days on and 7 days off and/or 14 days on and 14 days off for those originally Grandfathered on a 12 days on and 12 days off shift.
- iii) Mildred Lake: 7 days on and 7 days off and/or 14 days on and 14 days off.
- iv) Fort McKay: 7 days on and 7 days off and/or 14 days on and 14 days off.

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

D06 Field Employees will be marshalled from their Facility unless placed on a customer site for six (6) or more consecutive days. Provisions in the site specific LOU's or articles will apply to these employees.

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

Employees listed in the top 10% of the seniority list (as per **Clause 4.08**) have the option of working "twelve (12) hour dayshifts" on the shift schedule of their Facility. On customer mine sites only, if the top ten privilege is unable to be honored, Employees will receive an additional premium (above the night shift premium in Schedule "D") of one (1) dollar per hour for all hours worked.

Straight day positions identified by the Employer will be posted.

## **29.02 Hours of Work:**

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

**29.03 Shift Times:** The first twelve (12) hour shift times will begin between the hours of 5:30 A.M. and 8:00 A.M., and the second shift will begin between the hours of 5:30 P.M. and 8:00 P.M.

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

**29.05 Overtime:** The twelve (12) hour shift schedule shall result in an average above forty (40) hours per week. Any hours worked in excess of those in **Clause 26.04** will attract the appropriate overtime rates.

- A) The appropriate overtime rates will apply for all hours worked on a regularly scheduled day off.
- B) Double time will be paid for all overtime hours worked on a Saturday, Sunday or on a Statutory Holiday.

**29.06 Overtime Meal:** Refer to **Clause 6.07**

**29.07 Change of Schedule and Shift:** Employees will only be given notice of a schedule and/or shift change on scheduled days on, and every attempt will be made to keep Employees on the same shift schedule wherever possible. See **Clause 26.05, Clause 26.06, & Clause 29.02**

**29.08** Vacation time shall be converted to an hourly entitlement (e.g., each week vacation entitlement equals forty (40) hours) and will be taken off in blocks of hours at twelve (12) hours per day (e.g., 6 on / 6 off requires seventy-two (72) hours vacation entitlement). With Employer agreement, outside of the prime vacation period of July and August, Employees may take the same number of twelve (12) hour vacation days as they would have received on eight (8) hour days (e.g., two (2) weeks' vacation entitlement provides ten (10) workdays absent from a twelve (12) hour schedule). Pay for this option can be supplemented with banked overtime, subject to approval, which will not be unreasonably denied. For Example, Employees on 12 days on / 12 days off with less than four (4) weeks' vacation can take a full work block off provided they use all vacation entitlement at once. Vacation pay entitlement will be based on forty (40) hours per week. Normal vacation processes will apply as per **Article 9**.

**29.09 Inconvenience Pay (ICP):**

<b>To/From – Mode of Transportation (ICP Daily Rate)</b>			
<b>Location</b>	<b>Camp - Supplied</b>	<b>Local/Condo - Supplied</b>	<b>Local/Condo - Personal</b>
Suncor	\$ 17	\$ 17	n/a
Syncrude Basemine	\$ 17	\$ 22	\$ 22
Syncrude Aurora	\$ 17	\$ 27	\$ 27
Mildred Lake	n/a	n/a	\$ 22
Fort McKay	n/a	n/a	\$ 27
Albian	n/a	\$ 27	\$ 27
Horizon	n/a	\$ 27	\$ 27
Kearl	\$ 17	n/a	n/a
Fort Hills	\$ 17	n/a	n/a

Employees staying in currently provided camp situations, with the exception of those noted below, will not receive Inconvenience Pay. Any changes to camp accommodations, (e.g. distance/time from camp to worksite), which negatively impacts Employees will be discussed and agreed to by both parties.

Employees who travel from the condos in Employer supplied transportation, with the exception of those noted below, will not be eligible for Inconvenience Pay.

- A)** \$17.00 for each day of work shall be paid to Employees who ride the bus from Fort McMurray to Suncor; \$17.00 for each day of work shall be paid to Employees who travel from Employer or Customer supplied Camp offsite to Suncor or Syncrude Base Mine/Aurora.
- B)** \$22.00 for each day of work shall be paid to Employees who are required to travel from Fort McMurray to the Mildred Lake shop and Syncrude Base Mine and back. In addition, \$22.00 Inconvenience Pay shall also be paid for unscheduled callouts from Fort McMurray to the Mildred Lake shop.
- C)** Employees travelling from Fort McMurray to any permanent worksite North of Mildred Lake will be paid Inconvenience Pay of \$27.00 per day for each day worked on-site or at a Finning Facility,

unless noted in a specific site LOU.

- D) Kearnl site – Employees travelling to and from the Kearnl site to camp will be paid Inconvenience Pay of \$17.00 per day until such time that the onsite camp at Kearnl is available.
- E) Fort Hills – Employees travelling to and from the Fort Hills site to camp will be paid inconvenience pay of \$17.00 per day.
- F) Any new site added to the Oil Sands region will follow this Article.

**29.10** Travel for training outside of home Facility:

**A) Regular Shift:**

- i) Travel and training is completed within their regular twelve (12) hour shift and Employer provides transportation – Employee will not receive additional travel time and are not eligible to expense mileage.
- ii) Travel and training is completed within their regular twelve (12) hour shift and Employee provides transportation – Employee will not receive additional travel time and is eligible to expense mileage.
- iii) Travel is completed partially or fully outside of their regular twelve (12) hour shift and Employer provides transportation – Employee will receive travel time for training as per **Clause 11.14** and are not eligible to expense mileage.
- iv) Travel is completed partially or fully outside of their regular twelve (12) hour shift and the Employee provides transportation – Employee will receive travel time for training as per **Clause 11.14** and is eligible to expense mileage.

**B) Overtime:**

- i) Employee gets paid travel time for training as per **Clause 11.14** and actual hours in the course. If Employer provides transportation, the Employee is not eligible to expense mileage, but if Employee provides transportation, Employee is eligible to expense mileage.

**29.11** When a travel delay occurs due to RCMP road closures or mechanical issues on Finning supplied transportation, the Employer will review any impact on a case-by-case basis.

**29.12** **Camp / Condo Accommodations:**

- A) Employees at customer sites and taking customer provided flights are required to stay in customer provided camp where such are provided.
- B) Employees will be eligible to live in the Camp /Condo provided by the Employer at no cost.
- C) Employees residing in camp/condo may be subject to taxable benefits costs as determined by Canada Revenue Agency guidelines.
- D) A thirty (30) day notice period is required if an Employee wishes to leave the camp/condo. The notice shall be provided in writing to the Camp/Condo Coordinator.
- E) A list of Employees wanting to stay in condo will be maintained by the Employer, and shared with the Union upon request. As openings in the condo occur, vacancies for current Employees will be filled on a seniority basis dependent on availability.
- F) No bumping for condo accommodations will take place. Should a senior Employee wish to enter the condo they will be eligible to do so upon the next room availability.
- G) Employees staying in the camp/condo will not receive the Location Allowance. However, where camp accommodations are compulsory and the Employee continues to maintain a permanent residence in Fort McMurray, they will be eligible to receive the Location Allowance.

- H) The Employer will provide transportation to and from work and the camp daily where required, and for overtime days as well.
- I) All Employees staying in the camp/condo will be subject to all rules and regulations of the camp/condo provider.
- J) If an Employee is removed through no fault of their own from a camp/condo, the Employee will be provided alternative accommodation options.
- K) Condo occupants on leave for greater than six (6) consecutive months may, upon Employer discretion, be required to vacate their condo for allocation to an active employee on the waitlist. Upon return from leave, the employee will be assigned to camp, and can rejoin the condo waitlist..

**ARTICLE 30 – CNUL ALBIAN & CNRL HORIZON SITE**

**30.01** This Article is based upon the current commercial relationship with the Customer which provides flights, and includes Employer compensation for flight expenses. Any new travel conditions will be negotiated and agreed upon with the Union.

**30.02** Employees can choose to live in town and use the Customer bus, which will entitle them to all the allowances applicable to Employees living in Fort McMurray as per the Collective Agreement and the applicable Letters of Understanding.

**30.03** The Customer provides flights at no cost to the Employee. The marshalling points for these flights are Calgary and Edmonton. Employees can also choose to fly commercially to Fort McMurray in which case the Employer will allow for an expense to be claimed to a maximum amount of two hundred and fifty (\$250) dollars one way (\$500 return). These Employees will be required to stay in customer provided camp.

- A) Employees who are weathered in or experience aircraft mechanical delays at the site will be paid applicable rates for time worked as per the Collective Agreement to a maximum of twelve (12) hours per day.
  - i) If Employees are unable to continue to work the following scale represents the monetary payment each Employee will receive. This will also be applied to Employees who were on a night shift.

Delay Time Frame	Compensation Value
0 – 60 minutes	No Compensation
61 – 120 minutes	0.5 hours OT
121 – 180 minutes	1 hour OT
181 – 240 minutes	1.5 hours OT
241 – 300 minutes	2 hours OT
In excess of 300 minutes	Will be reviewed on an individual basis

- B) When weathered out at any of the marshalling points, meal and accommodation expenses, if needed, will be paid by the Employer. The Employee will be paid their straight time hourly rate for the normal shift schedule of that particular day based on the flight manifest, up to a maximum of twelve (12) hours per day. This time will be classified as time worked.

## SCHEDULE A: WAGE CATEGORIES

### Footnotes

<b>Parts Department Categories:</b>	
#1 Instore / Counter sales, Service Supply Clerk 1.	
#2 Warehouse person (includes used parts warehouse, can perform all parts functions except those in category #1). (Note: Category 2 Journeyperson will only include those grandfathered Employees and temporary apprentice graduates).	
<b>Used Parts Department Categories:</b>	
#1 Instore / Counter Sales	
#2 Used Parts Warehouse	
<b>Footnotes</b>	
* Existing Employees will be grandfathered in their existing role, but will all fall into the same layoff classification and will perform all functions as assigned. If working in a higher paying position, the Employee will be paid the higher rate of pay. All new hires into these roles will be paid the established rate.	
** It is agreed that these positions are not to replace or displace any mechanical position in the bargaining unit. It is agreed that this position will not to be used within Power Systems.	
+ Those employed in a 'grandfathered' position prior to <b>Nov 7, 2025</b> will continue to receive the negotiated increases. Following <b>Nov 7, 2025</b> , the newly established rates will apply to employees entering or changing these positions.	
Class B (12 Months) will apply for a period of 1 year, once the probationary period has ended. (New Hires only)	
<b>Except for TCRS the following will apply to the Shop and Field Serviceperson rates of pay:</b>	
Field Resident is 10% above Field A.	
Field Leadhand is 5% above Field A.	Shop Leadhand is 5% above Shop A.
Field Class B is 95% of Field A.	Shop Class B rate is 95% of Shop A.
Field Probationary is 90% of Field A.	Shop Probationary rate is 90% of Shop A.

**Alberta (Central & Southern)**

Position AB (Central & Southern)	2025	2026	2027
<b>Field</b>			
<b>Journeyman: Electrician, Gas Compression, HET, Machinist, Millwright, Welder</b>			
Resident	\$ 63.50	\$ 66.04	\$ 67.69
Leadhand	\$ 60.62	\$ 63.04	\$ 64.62
Journeyman Class A	\$ 57.73	\$ 60.04	\$ 61.54
+ Electrician (EGS Tech / Motor Rewind Tech), Gas Compression (Automotive/Millwright) HET Off Road, HET On Highway - In position prior to <b>Nov 7, 2025</b> (Grandfathered)	\$ 55.86	\$ 58.09	\$ 59.55
Journeyman Class B (12 Months)	\$ 54.84	\$ 57.04	\$ 58.46
Electrician (EGS Tech / Motor Rewind Tech), Gas Compression (Automotive/Millwright)			
Probationary	\$ 51.96	\$ 54.04	\$ 55.39
<b>Shop</b>			
+ Machinist - In position prior to <b>Nov 7, 2025</b> (Grandfathered)	\$ 54.76	\$ 56.95	\$ 58.37
<b>Journeyman: Electrician, Estimator, HET, Machinist, Millwright, Warranty Technician, Welder</b>			
Leadhand	\$ 56.98	\$ 59.26	\$ 60.74
Journeyman Class A	\$ 54.27	\$ 56.44	\$ 57.85
+ Electrician (EGS Tech / Motor Rewind Tech), Gas Compression (Automotive/Millwright), HET Off Road, HET On Highway - In position prior to <b>Nov 7, 2025</b> (Grandfathered)	\$ 52.71	\$ 54.82	\$ 56.19
Journeyman Class B (12 Months)	\$ 51.55	\$ 53.62	\$ 54.96
Electrician (EGS Tech / Motor Rewind Tech), Gas Compression (Automotive/Millwright)			
HET Off Road, HET On Road	\$ 48.84	\$ 50.79	\$ 52.06
Probationary			
<b>Journeyman: Parts</b>			
Leadhand #1	\$ 50.29	\$ 52.31	\$ 53.61
Journeyman #1 Class A	\$ 47.86	\$ 49.78	\$ 51.02
Journeyman #1 Class B (12 Months)	\$ 45.27	\$ 47.08	\$ 48.26
Probationary #1	\$ 42.67	\$ 44.38	45.49\$
Leadhand #2	\$ 46.76	\$ 48.63	\$ 49.84
Journeyman #2 Class A	\$ 44.54	\$ 46.32	\$ 47.48
Journeyman #2 Class B (12 Months)	\$ 41.95	\$ 43.63	\$ 44.72
Probationary #2	\$ 39.35	\$ 40.93	\$ 41.95
<b>Electronic Repair Tech</b>			
Class A	\$ 45.48	\$ 47.30	\$ 48.48
Class B (12 Months)	\$ 38.21	\$ 39.74	\$ 40.73
<b>Apprentices</b>			
+ HET 4 <sup>th</sup> Year - In position prior to <b>Nov 7, 2025</b> (Grandfathered)	\$ 52.71	\$ 54.82	n/a
<b>Electrician, HET, Machinist, Millwright</b>			
4 <sup>th</sup> Year	\$ 48.84	\$ 50.79	\$ 52.06
3 <sup>rd</sup> Year	\$ 43.41	\$ 45.15	\$ 46.28
2 <sup>nd</sup> Year	\$ 37.99	\$ 39.51	\$ 40.49
1 <sup>st</sup> Year	\$ 32.56	\$ 33.86	\$ 34.71
<b>Parts</b>			
3 <sup>rd</sup> Year	\$ 40.68	\$ 42.31	\$ 43.37
2 <sup>nd</sup> Year	\$ 35.90	\$ 37.33	\$ 38.26
1 <sup>st</sup> Year	\$ 31.11	\$ 32.35	\$ 33.16
<b>Welder</b>			

<b>Position AB (Central &amp; Southern)</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>
3 <sup>rd</sup> Year	\$ 46.13	\$ 47.97	\$ 49.17
2 <sup>nd</sup> Year	\$ 40.70	\$ 42.33	\$ 43.39
1 <sup>st</sup> Year	\$ 35.27	\$ 36.68	\$ 37.60
<b>Maintenance Department</b>			
<b>Licensed</b>			
Leadhand	\$ 59.04	\$ 61.40	\$ 62.94
Journey person Class A	\$ 56.23	\$ 58.48	\$ 59.94
Journey person Class B (12 Months)	\$ 54.39	\$ 56.57	\$ 57.98
Probationary	\$ 52.55	\$ 54.65	\$ 56.02
<b>Un-Licensed</b>			
Class A	\$ 44.37	\$ 46.14	\$ 47.29
Class B (12 Months)	\$ 42.92	\$ 44.64	\$ 45.75
Probationary	\$ 41.48	\$ 43.13	\$ 44.21
<b>Skilled &amp; Semi-Skilled</b>			
<b>MSA</b>			
Leadhand	\$ 40.02	\$ 41.62	\$ 42.66
Warehouse Person	\$ 38.14	\$ 39.66	\$ 40.65
19-24 Months	\$ 35.90	\$ 37.34	\$ 38.27
13-18 Months	\$ 33.73	\$ 35.08	\$ 35.95
0-12 Months	\$ 31.48	\$ 32.74	\$ 33.56
<b>A: Painter, Heavy Truck Driver, Track Press Operator, Auto-Welding Machine Operator</b>			
Leadhand	\$ 46.97	\$ 48.85	\$ 50.07
Class A	\$ 44.74	\$ 46.53	\$ 47.69
Class B (12 Months)	\$ 43.05	\$ 44.77	\$ 45.89
Probationary	\$ 41.50	\$ 43.16	\$ 44.23
<b>B: Hydraulic Hose Press, Yardperson, Tool Room Attendant, Shipper/Receiver</b>			
Leadhand	\$ 46.12	\$ 47.97	\$ 49.17
Class A	\$ 43.93	\$ 45.69	\$ 46.83
Class B (12 Months)	\$ 42.28	\$ 43.97	\$ 45.07
Probationary	\$ 40.74	\$ 42.37	\$ 43.43
<b>* C: Washbay Attendant</b>			
Grandfathered (Hired prior to Oct 1, 2022)	\$ 37.08	\$ 38.56	\$ 39.52
Class A	\$ 33.94	\$ 35.29	\$ 36.17
Class B (12 Months)	\$ 32.59	\$ 33.90	\$ 34.74
Probationary	\$ 30.98	\$ 32.22	\$ 33.03
<b>D: Labourer, Janitor</b>			
* Grandfathered (Hired prior to Oct 1, 2022)	\$ 30.96	\$ 32.20	\$ 33.00
Class A	\$ 28.34	\$ 29.47	\$ 30.21
Class B (12 Months)	\$ 26.84	\$ 27.92	\$ 28.61
Probationary	\$ 25.36	\$ 26.37	\$ 27.03
<b>E: Oil Lab</b>			
Leadhand	\$ 46.12	\$ 47.97	\$ 49.17
Interpreter	\$ 46.75	\$ 48.62	\$ 49.83
Lab Tech 2	\$ 43.93	\$ 45.69	\$ 46.83
Lab Tech 2: Class B (12 Months)	\$ 42.08	\$ 43.76	\$ 44.86
Lab Tech 2: Probationary	\$ 40.23	\$ 41.84	\$ 42.88
Lab Tech 1	\$ 40.23	\$ 41.84	\$ 42.88
Lab Tech 1: Class B (12 Months)	\$ 38.22	\$ 39.75	\$ 40.74
Lab Tech 1: Probationary	\$ 36.21	\$ 37.66	\$ 38.60
<b>** F: Field Lube Serviceperson (Non-Ticketed)</b>			

Position AB (Central & Southern)	2025	2026	2027
Class A	\$ 47.42	\$ 49.32	\$ 50.55
Class B (12 Months)	\$ 45.73	\$ 47.56	\$ 48.75
Probationary	\$ 44.02	\$ 45.78	\$ 46.93

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**The CAT Rental Store – Alberta (Central & Southern)**

Position (TCRS – AB)	2025	2026	2027
<b>Shop</b>			
<b>Journeyman: HET, Rental Mechanic</b>			
Leadhand	\$ 50.44	\$ 52.46	\$ 53.77
Journeyman	\$ 46.95	\$ 48.82	\$ 50.04
Automotive, HET Off Road, Rental (non-ticketed)	\$ 42.23	\$ 43.92	\$ 45.02
<b>Journeyman: Electrician</b>			
Leadhand	\$ 49.56	\$ 51.54	\$ 52.83
Journeyman	\$ 47.65	\$ 49.56	\$ 50.80
<b>Journeyman: Instrumentation</b>			
Leadhand	\$ 50.80	\$ 52.84	\$ 54.16
Journeyman	\$ 48.38	\$ 50.32	\$ 51.57
<b>Journeyman: Parts</b>			
Leadhand	\$ 44.17	\$ 45.94	\$ 47.08
Journeyman	\$ 42.06	\$ 43.74	\$ 44.83
<b>Journeyman: Welder</b>			
Leadhand	\$ 49.30	\$ 51.27	\$ 52.55
Journeyman	\$ 46.95	\$ 48.82	\$ 50.04
<b>Tool Technician</b>			
Level 1	\$ 23.84	\$ 24.79	\$ 25.41
Level 2	\$ 27.98	\$ 29.10	\$ 29.82
<b>Apprentices</b>			
<b>HET</b>			
4 <sup>th</sup> Year	\$ 42.25	\$ 43.94	\$ 45.04
3 <sup>rd</sup> Year	\$ 37.56	\$ 39.06	\$ 40.04
2 <sup>nd</sup> Year	\$ 32.86	\$ 34.18	\$ 35.03
1 <sup>st</sup> Year	\$ 28.17	\$ 29.29	\$ 30.03
<b>Instrumentation</b>			
4 <sup>th</sup> Year	\$ 43.54	\$ 45.28	\$ 46.42
3 <sup>rd</sup> Year	\$ 38.70	\$ 40.25	\$ 41.26
2 <sup>nd</sup> Year	\$ 33.87	\$ 35.22	\$ 36.10
1 <sup>st</sup> Year	\$ 29.03	\$ 30.19	\$ 30.94
<b>Instrumentation Engineering</b>			
Level 4	\$ 33.87	\$ 35.22	\$ 36.10
Level 3	\$ 32.42	\$ 33.71	\$ 34.55
Level 2	\$ 30.48	\$ 31.70	\$ 32.49
Level 1	\$ 29.03	\$ 30.19	\$ 30.94
<b>Parts</b>			
3 <sup>rd</sup> Year	\$ 35.75	\$ 37.18	\$ 38.11
2 <sup>nd</sup> Year	\$ 31.54	\$ 32.80	\$ 33.63
1 <sup>st</sup> Year	\$ 27.34	\$ 28.43	\$ 29.14
<b>Skilled/Semi-Skilled</b>			
Leadhand	\$ 30.84	\$ 32.07	\$ 32.87
Yard/Warehouse/Shipper Receiver 12-24 months	\$ 29.37	\$ 30.54	\$ 31.31
Yard/Warehouse/Shipper Receiver 0-12 months	\$ 26.23	\$ 27.28	\$ 27.96
Labourer/Washbay	\$ 24.67	\$ 25.66	\$ 26.30
<b>Driver</b>			
Leadhand	\$ 41.20	\$ 42.85	\$ 43.92
Class 1 - Level 2	\$ 39.25	\$ 40.82	\$ 41.84
Class 1 - Level 1	\$ 36.45	\$ 37.91	\$ 38.86
Class 3 - Level 2	\$ 37.53	\$ 39.03	\$ 40.01

Position (TCRS – AB)	2025	2026	2027
Class 3 - Level 1	\$ 35.05	\$ 36.45	\$ 37.36
Class 5 - Level 2	\$ 28.75	\$ 29.90	\$ 30.64
Class 5 - Level 1	\$ 25.25	\$ 26.26	\$ 26.92

DRAFT 13

## Grande Prairie & Peace River

Position (GP & PR)	2025 w/RWA	2026 w/RWA	2027 w/RWA
<b>Field</b>			
<b>Journeyman: HET, Welder, Electrician, Millwright, Machinist</b>			
Resident	\$ 66.67	\$ 69.33	\$ 71.07
Leadhand	\$ 63.64	\$ 66.18	\$ 67.84
Journeyman Class A	\$ 60.61	\$ 63.03	\$ 64.61
+ Electrician (EGS Tech / Motor Rewind Tech), Gas Compression (Automotive/Millwright), HET Off Road, HET On Highway - In position prior to <b>Nov 7, 2025</b> (Grandfathered)	\$ 58.65	\$ 61.00	\$ 62.52
Journeyman Class B (12 Months)	\$ 57.58	\$ 59.88	\$ 61.38
Electrician (EGS Tech / Motor Rewind Tech), Gas Compression (Automotive/Millwright)			
Probationary	\$ 54.55	\$ 56.73	\$ 58.15
<b>Shop</b>			
+ Machinist - In position prior to <b>Nov 7, 2025</b> (Grandfathered)	\$ 57.49	\$ 59.79	\$ 61.29
<b>Journeyman: Electrician, Estimator, HET, Machinist, Millwright, Welder</b>			
Leadhand	\$ 59.83	\$ 62.22	\$ 63.78
Journeyman Class A	\$ 56.98	\$ 59.26	\$ 60.74
Electrician (EGS Tech / Motor Rewind Tech), Gas Compression (Automotive/Millwright), HET Off Road, HET On Highway - In position prior to <b>Nov 7, 2025</b> (Grandfathered)	\$ 55.34	\$ 57.56	\$ 59.00
Journeyman Class B (12 Months)	\$ 54.13	\$ 56.30	\$ 57.70
Electrician (EGS Tech / Motor Rewind Tech), Gas Compression (Automotive/Millwright)			
HET Off Road, HET On Road	\$ 51.28	\$ 53.33	\$ 54.67
Probationary			
<b>Electronic Repair Tech</b>			
Class A	\$ 47.75	\$ 49.66	\$ 50.90
Class B (12 Months)	\$ 40.12	\$ 41.72	\$ 42.77
<b>Journeyman: Parts</b>			
Leadhand #1	\$ 52.81	\$ 54.92	\$ 56.29
Journeyman #1 Class A	\$ 50.25	\$ 52.26	\$ 53.57
Journeyman #1 Class B (12 Months)	\$ 47.52	\$ 49.42	\$ 50.66
Probationary #1	\$ 44.80	\$ 46.60	\$ 47.76
Leadhand #2	\$ 49.10	\$ 51.06	\$ 52.34
Journeyman #2 Class A	\$ 46.77	\$ 48.64	\$ 49.86
Journeyman #2 Class B (12 Months)	\$ 44.04	\$ 45.80	\$ 46.95
Probationary #2	\$ 41.32	\$ 42.97	\$ 44.05
<b>Apprentices</b>			
+ HET 4 <sup>th</sup> Year - In position prior to <b>Nov 7, 2025</b> (Grandfathered)	\$ 55.34	\$ 57.56	n/a
<b>Electrician, HET, Machinist, Millwright</b>			
4 <sup>th</sup> Year	\$ 51.28	\$ 53.33	\$ 54.67
3 <sup>rd</sup> Year	\$ 45.58	\$ 47.41	\$ 48.59
2 <sup>nd</sup> Year	\$ 39.89	\$ 41.48	\$ 42.52
1 <sup>st</sup> Year	\$ 34.19	\$ 35.56	\$ 36.44
<b>Parts</b>			
3 <sup>rd</sup> Year	\$ 42.72	\$ 44.42	\$ 45.54
2 <sup>nd</sup> Year	\$ 37.69	\$ 39.20	\$ 40.18
1 <sup>st</sup> Year	\$ 32.66	\$ 33.97	\$ 34.82
<b>Welder</b>			

Position (GP & PR)	2025 w/RWA	2026 w/RWA	2027 w/RWA
3 <sup>rd</sup> Year	\$ 48.43	\$ 50.37	\$ 51.63
2 <sup>nd</sup> Year	\$ 42.74	\$ 44.44	\$ 45.56
1 <sup>st</sup> Year	\$ 37.04	\$ 38.52	\$ 39.48
<b>Maintenance Department</b>			
<b>Licensed</b>			
Leadhand	\$ 57.74	\$ 60.05	\$ 61.56
Journey person Class A	\$ 54.99	\$ 57.19	\$ 58.62
Journey person Class B (12 Months)	\$ 53.19	\$ 55.32	\$ 56.70
Probationary	\$ 51.40	\$ 53.46	\$ 54.79
<b>Un-Licensed</b>			
Class A	\$ 46.58	\$ 48.45	\$ 49.66
Class B (12 Months)	\$ 45.07	\$ 46.87	\$ 48.04
Probationary	\$ 43.55	\$ 45.29	\$ 46.42
<b>Skilled / Semi-Skilled</b>			
<b>MSA</b>			
Leadhand	\$ 42.02	\$ 43.70	\$ 44.79
Warehouse Person	\$ 40.04	\$ 41.65	\$ 42.69
19-24 Months	\$ 37.70	\$ 39.20	\$ 40.18
13-18 Months	\$ 35.41	\$ 36.83	\$ 37.75
0-12 Months	\$ 33.05	\$ 34.38	\$ 35.24
<b>A: Painter, Heavy Truck Driver, Track Press Operator, Auto-Welding Machine Operator</b>			
Leadhand	\$ 49.31	\$ 51.29	\$ 52.57
Class A	\$ 46.98	\$ 48.86	\$ 50.08
Class B (12 Months)	\$ 45.20	\$ 47.01	\$ 48.18
Probationary	\$ 43.57	\$ 45.31	\$ 46.45
<b>B: Hydraulic Hose Press, Yardperson, Tool Room Attendant, Shipper/Receiver</b>			
Leadhand	\$ 48.43	\$ 50.37	\$ 51.63
Class A	\$ 46.13	\$ 47.97	\$ 49.17
Class B (12 Months)	\$ 44.39	\$ 46.17	\$ 47.32
Probationary	\$ 42.77	\$ 44.48	\$ 45.60
<b>* C: Washbay Attendant</b>			
Grandfathered (Hired prior to Oct 1, 2022)	\$ 38.93	\$ 40.49	\$ 41.50
Class A	\$ 35.63	\$ 37.06	\$ 37.98
Class B (12 Months)	\$ 34.22	\$ 35.59	\$ 36.48
Probationary	\$ 32.53	\$ 33.83	\$ 34.68
<b>D: Labourer, Janitor</b>			
* Grandfathered (Hired prior to Oct 1, 2022)	\$ 32.51	\$ 33.81	\$ 34.65
Class A	\$ 29.76	\$ 30.95	\$ 31.72
Class B (12 Months)	\$ 28.18	\$ 29.31	\$ 30.04
Probationary	\$ 26.62	\$ 27.69	\$ 28.38
<b>** F: Field Lube Serviceperson (Non-Ticketed)</b>			
Class A	\$ 49.80	\$ 51.79	\$ 53.08
Class B (12 Months)	\$ 48.02	\$ 49.94	\$ 51.18
Probationary	\$ 46.22	\$ 48.07	\$ 49.28

## *The CAT Rental Store - Grande Prairie & Peace River*

Position (TCRS – GP & PR)	2025	2026	2027
<b>Shop</b>			
<b>Journeyman: HET, Rental Mechanic</b>			
Leadhand	\$ 51.31	\$ 53.33	\$ 54.64
Journeyman	\$ 47.82	\$ 49.69	\$ 50.91
Automotive, HET Off Road, Rental (non-ticketed)	\$ 43.10	\$ 44.79	\$ 45.89
<b>Journeyman: Electrician</b>			
Leadhand	\$ 50.43	\$ 52.41	\$ 53.70
Journeyman	\$ 48.52	\$ 50.43	\$ 51.67
<b>Journeyman: Instrumentation</b>			
Leadhand	\$ 51.67	\$ 53.71	\$ 55.03
Journeyman	\$ 49.25	\$ 51.19	\$ 52.44
<b>Journeyman: Parts</b>			
Leadhand	\$ 45.04	\$ 46.81	\$ 47.95
Instrumentation Technician	\$ 42.93	\$ 44.61	\$ 45.70
<b>Journeyman: Welder</b>			
Leadhand	\$ 50.17	\$ 52.14	\$ 53.42
Journeyman	\$ 47.82	\$ 49.69	\$ 50.91
<b>Tool Technician</b>			
Level 1	\$ 24.71	\$ 25.66	\$ 26.28
Level 2	\$ 28.85	\$ 29.97	\$ 30.69
<b>Apprentices</b>			
<b>HET</b>			
4 <sup>th</sup> Year	\$ 43.12	\$ 44.81	\$ 45.91
3 <sup>rd</sup> Year	\$ 38.43	\$ 39.93	\$ 40.91
2 <sup>nd</sup> Year	\$ 33.73	\$ 35.05	\$ 35.90
1 <sup>st</sup> Year	\$ 29.04	\$ 30.16	\$ 30.90
<b>Instrumentation</b>			
4 <sup>th</sup> Year	\$ 44.41	\$ 46.15	\$ 47.29
3 <sup>rd</sup> Year	\$ 39.57	\$ 41.12	\$ 42.13
2 <sup>nd</sup> Year	\$ 34.74	\$ 36.09	\$ 36.97
1 <sup>st</sup> Year	\$ 29.90	\$ 31.06	\$ 31.81
<b>Instrumentation Engineering</b>			
Level 4	\$ 34.74	\$ 36.09	\$ 36.97
Level 3	\$ 33.29	\$ 34.58	\$ 35.42
Level 2	\$ 31.35	\$ 32.57	\$ 33.36
Level 1	\$ 29.90	\$ 31.06	\$ 31.81
<b>Parts</b>			
3 <sup>rd</sup> Year	\$ 36.62	\$ 38.05	\$ 38.98
2 <sup>nd</sup> Year	\$ 32.41	\$ 33.67	\$ 34.50
1 <sup>st</sup> Year	\$ 28.21	\$ 29.30	\$ 30.01
<b>Skilled/Semi-Skilled</b>			
Leadhand	\$ 31.71	\$ 32.94	\$ 33.74
Yard/Warehouse/Shipper Receiver 12-24 months	\$ 30.24	\$ 31.41	\$ 32.18
Yard/Warehouse/Shipper Receiver 0-12 months	\$ 27.10	\$ 28.15	\$ 28.83
Labourer/Washbay	\$ 25.54	\$ 26.53	\$ 27.17
<b>Drivers</b>			
Leadhand	\$ 42.07	\$ 43.72	\$ 44.79
Class 1 - Level 2	\$ 40.12	\$ 41.69	\$ 42.71
Class 1 - Level 1	\$ 37.32	\$ 38.78	\$ 39.73
Class 3 - Level 2	\$ 38.40	\$ 39.90	\$ 40.88

Position (TCRS – GP & PR)	2025	2026	2027
Class 3 - Level 1	\$ 35.92	\$ 37.32	\$ 38.23
Class 5 - Level 2	\$ 29.62	\$ 30.77	\$ 31.51
Class 5 - Level 1	\$ 26.12	\$ 27.13	\$ 27.79

DRAFT v3

**Oil Sands (Regional Municipality of Wood Buffalo)**

Position (OS)	2025 w/RWA	2026 w/RWA	2027 w/RWA
<b>Field</b>			
<b>Field Serviceperson: Electrician, Gas Compression, HET, Machinist, Millwright, Welder</b>			
Leadhand	\$ 78.74	\$ 81.89	\$ 83.94
Journeyman Class A	\$ 74.99	\$ 77.99	\$ 79.94
+ Electrician (EGS Tech / Motor Rewind Tech), Gas Compression (Automotive/Millwright), HET Off Road, HET On Highway - In position prior to <b>Nov 7, 2025</b> (Grandfathered)	\$ 73.16	\$ 76.09	\$ 77.99
Journeyman Class B (12 Months)			
Electrician (EGS Tech / Motor Rewind Tech), Gas Compression (Automotive/Millwright)	\$ 71.24	\$ 74.09	\$ 75.94
HET Off Road, HET On Road			
Probationary	\$ 67.49	\$ 70.19	\$ 71.95
<b>Journeyman: Parts</b>			
Leadhand #1	\$ 67.09	\$ 69.78	\$ 71.52
Journeyman #1 Class A	\$ 63.89	\$ 66.44	\$ 68.11
Journeyman #1 Class B (12 Months)	\$ 61.00	\$ 63.44	\$ 65.03
Probationary #1	\$ 58.12	\$ 60.45	\$ 61.96
Leadhand #2	\$ 62.51	\$ 65.02	\$ 66.64
Journeyman #2 Class A	\$ 59.50	\$ 61.88	\$ 63.42
Journeyman #2 Class B (12 Months)	\$ 56.69	\$ 58.96	\$ 60.43
Probationary #2	\$ 53.87	\$ 56.03	\$ 57.43
<b>MSA - Albion</b>			
Warehouse Person	\$ 50.87	\$ 52.90	\$ 54.22
19-24 Months	\$ 47.94	\$ 49.86	\$ 51.11
13-18 Months	\$ 44.98	\$ 46.78	\$ 47.95
0-12 Months	\$ 42.07	\$ 43.76	\$ 44.85
<b>Apprentices</b>			
+ HET 4 <sup>th</sup> Year - In position prior to <b>Nov 7, 2025</b> (Grandfathered)	\$ 73.16	\$ 76.09	n/a
<b>Electrician, HET, Machinist, Millwright</b>			
4 <sup>th</sup> Year	\$ 67.49	\$ 70.19	\$ 71.95
3 <sup>rd</sup> Year	\$ 59.99	\$ 62.39	\$ 63.95
2 <sup>nd</sup> Year	\$ 52.49	\$ 54.59	\$ 55.96
1 <sup>st</sup> Year	\$ 44.99	\$ 46.79	\$ 47.96
<b>Parts</b>			
3 <sup>rd</sup> Year	\$ 54.31	\$ 56.48	\$ 57.89
2 <sup>nd</sup> Year	\$ 47.92	\$ 49.83	\$ 51.08
1 <sup>st</sup> Year	\$ 41.53	\$ 43.19	\$ 44.27
<b>Shop</b>			
+ Machinist - In position prior to <b>Nov 7, 2025</b> (Grandfathered)	\$ 69.01	\$ 71.77	\$ 73.57
<b>Journeyman: Electrician, Estimator, Gas Compression, HET, Machinist, Millwright, Warranty Technician, Welder</b>			
Leadhand	\$ 71.84	\$ 74.72	\$ 76.58
Journeyman Class A	\$ 68.42	\$ 71.16	\$ 72.94
+ Electrician (EGS Tech / Motor Rewind Tech), Gas Compression (Automotive/Millwright), HET Off Road, HET On Highway - In position prior to <b>Nov 7, 2025</b> (Grandfathered)	\$ 66.66	\$ 69.33	\$ 71.06
Journeyman Class B (12 Months)	\$ 65.00	\$ 67.60	\$ 69.29

Position (OS)	2025 w/RWA	2026 w/RWA	2027 w/RWA
Electrician (EGS Tech / Motor Rewind Tech), Gas Compression (Automotive/Millwright)			
HET Off Road, HET On Road	\$ 61.58	\$ 64.04	\$ 65.64
Probationary			
<b>Journeyman: Parts</b>			
Leadhand #1	\$ 63.28	\$ 65.81	\$ 67.46
Journeyman #1 Class A	\$ 60.29	\$ 62.70	\$ 64.27
Journeyman #1 Class B (12 Months)	\$ 58.62	\$ 60.97	\$ 62.49
Probationary #1	\$ 56.97	\$ 59.25	\$ 60.73
Leadhand #2	\$ 58.95	\$ 61.31	\$ 62.84
Journeyman #2 Class A	\$ 56.14	\$ 58.39	\$ 59.85
Journeyman #2 Class B (12 Months)	\$ 54.36	\$ 56.54	\$ 57.95
Probationary #2	\$ 52.59	\$ 54.69	\$ 56.06
<b>MSA</b>			
Leadhand	\$ 50.41	\$ 52.43	\$ 53.74
Warehouse Person	\$ 48.00	\$ 49.92	\$ 51.17
19-24 Months	\$ 45.24	\$ 47.05	\$ 48.23
13-18 Months	\$ 42.46	\$ 44.16	\$ 45.26
0-12 Months	\$ 39.70	\$ 41.28	\$ 42.32
<b>Apprentices</b>			
+ HET 4th Year - In position prior to Nov 7, 2025 (Grandfathered)	\$ 66.66	\$ 69.33	n/a
<b>Electrician, HET, Machinist, Millwright</b>			
4th Year	\$ 61.58	\$ 64.04	\$ 65.64
3rd Year	\$ 54.74	\$ 56.93	\$ 58.35
2nd Year	\$ 47.89	\$ 49.81	\$ 51.06
1st Year	\$ 41.05	\$ 42.69	\$ 43.76
<b>Parts</b>			
3 <sup>rd</sup> Year	\$ 51.25	\$ 53.30	\$ 54.63
2 <sup>nd</sup> Year	\$ 45.22	\$ 47.03	\$ 48.20
1 <sup>st</sup> Year	\$ 39.19	\$ 40.76	\$ 41.77
<b>Welder</b>			
3rd Year	\$ 58.16	\$ 60.48	\$ 62.00
2nd Year	\$ 51.32	\$ 53.37	\$ 54.70
1st Year	\$ 44.47	\$ 46.25	\$ 47.41
<b>Maintenance Department</b>			
<b>Licensed</b>			
Leadhand	\$ 74.44	\$ 77.42	\$ 79.36
Journeyman Class A	\$ 70.90	\$ 73.74	\$ 75.58
Journeyman Class B (12 Months)	\$ 69.60	\$ 72.38	\$ 74.19
Probationary	\$ 68.29	\$ 71.02	\$ 72.80
<b>Un-Licensed</b>			
Class A	\$ 55.92	\$ 58.16	\$ 59.61
Class B (12 Months)	\$ 54.10	\$ 56.27	\$ 57.68
Probationary	\$ 52.28	\$ 54.37	\$ 55.73
<b>Skilled / Semi-Skilled</b>			
<b>A: Painter, Heavy Truck Driver, Track Press Operator, Auto-Welding Machine Operator</b>			
Leadhand	\$ 59.17	\$ 61.54	\$ 63.08
Class A	\$ 56.33	\$ 58.58	\$ 60.05
Class B (12 Months)	\$ 54.22	\$ 56.39	\$ 57.80
Probationary	\$ 52.26	\$ 54.36	\$ 55.71

Position (OS)	2025 w/RWA	2026 w/RWA	2027 w/RWA
<b>B: Hydraulic Hose Press, Yardperson, Tool Room Attendant, Shipper/Receiver</b>			
Leadhand	\$ 58.12	\$ 60.45	\$ 61.96
Class A	\$ 55.34	\$ 57.55	\$ 58.99
Class B (12 Months)	\$ 53.29	\$ 55.42	\$ 56.81
Probationary	\$ 51.31	\$ 53.36	\$ 54.70
<b>* C: Washbay Attendant</b>			
Grandfathered (Hired prior to Oct 1, 2022)	\$ 46.72	\$ 48.59	\$ 49.80
Class A	\$ 42.76	\$ 44.47	\$ 45.58
Class B (12 Months)	\$ 41.02	\$ 42.67	\$ 43.73
Probationary	\$ 39.04	\$ 40.61	\$ 41.62
<b>D: Labourer, Janitor</b>			
* Grandfathered (Hired prior to Oct 1, 2022)	\$ 39.00	\$ 40.56	\$ 41.57
Class A	\$ 35.69	\$ 37.12	\$ 38.04
Class B (12 Months)	\$ 33.83	\$ 35.18	\$ 36.06
Probationary	\$ 31.94	\$ 33.22	\$ 34.05
<b>** F: Field Lube Serviceperson (Non-Ticketed)</b>			
Class A	\$ 59.71	\$ 62.10	\$ 63.65
Class B (12 Months)	\$ 56.73	\$ 58.99	\$ 60.47
Probationary	\$ 53.73	\$ 55.88	\$ 57.28

**The CAT Rental Store – Oil Sands**

Position (TCRS – OS)	2025	2026	2027
<b>Shop</b>			
<b>Journeyman: HET, Rental Mechanic</b>			
Leadhand	\$ 76.23	\$ 79.01	\$ 80.82
Journeyman	\$ 67.20	\$ 69.62	\$ 71.19
Automotive, HET Off Road, Rental (non-ticketed)	\$ 61.15	\$ 63.33	\$ 64.74
<b>Parts</b>			
Leadhand	\$ 57.70	\$ 59.74	\$ 61.06
Journeyman	\$ 55.28	\$ 57.22	\$ 58.48
<b>Apprentices</b>			
<b>HET</b>			
4 <sup>th</sup> Year	\$ 61.16	\$ 63.34	\$ 64.75
3 <sup>rd</sup> Year	\$ 55.12	\$ 57.05	\$ 58.31
2 <sup>nd</sup> Year	\$ 49.07	\$ 50.77	\$ 51.87
1 <sup>st</sup> Year	\$ 43.03	\$ 44.48	\$ 45.42
<b>Parts</b>			
3 <sup>rd</sup> Year	\$ 48.00	\$ 49.65	\$ 50.72
2 <sup>nd</sup> Year	\$ 43.15	\$ 44.60	\$ 45.55
1 <sup>st</sup> Year	\$ 38.30	\$ 39.56	\$ 40.38
<b>Skilled/Semi-Skilled</b>			
Leadhand	\$ 46.37	\$ 47.96	\$ 48.99
Yard/Warehouse/Shipper Receiver 12-24 months	\$ 44.48	\$ 45.99	\$ 46.97
Yard/Warehouse/Shipper Receiver 0-12 months	\$ 41.54	\$ 42.93	\$ 43.83
Labourer/Washbay	\$ 40.82	\$ 42.18	\$ 43.07
<b>Drivers</b>			
Leadhand	\$ 56.09	\$ 58.06	\$ 59.34
Class 1 - Level 2	\$ 53.74	\$ 55.62	\$ 56.84
Class 1 - Level 1	\$ 51.03	\$ 52.80	\$ 53.95
Class 3 - Level 2	\$ 51.23	\$ 53.01	\$ 54.16
Class 3 - Level 1	\$ 48.67	\$ 50.35	\$ 51.44
Class 5 - Level 2	\$ 43.03	\$ 44.49	\$ 45.43
Class 5 - Level 1	\$ 40.20	\$ 41.53	\$ 42.40

## Northwest Territories

Position (NWT)	2025 w/RWA	2026 w/RWA	2027 w/RWA
<b>Field</b>			
<b>Journeyman: Electrician, Gas Compression, HET, Machinist, Millwright, Welder</b>			
Resident	\$ 71.12	\$ 73.97	\$ 75.82
Leadhand	\$ 67.89	\$ 70.61	\$ 72.37
Journeyman Class A	\$ 64.66	\$ 67.24	\$ 68.93
+ Electrician (EGS Tech / Motor Rewind Tech), Gas Compression (Automotive/Millwright), HET Off Road, HET On Highway - In position prior to <b>Nov 7, 2025</b> (Grandfathered)	\$ 62.56	\$ 65.06	\$ 66.69
Journeyman Class B (12 Months)	\$ 61.43	\$ 63.88	\$ 65.48
Electrician (EGS Tech / Motor Rewind Tech), Gas Compression (Automotive/Millwright)			
Probationary	\$ 58.19	\$ 60.52	\$ 62.03
<b>Shop</b>			
+ Machinist - In position prior to <b>Nov 7, 2025</b> (Grandfathered)	\$ 61.33	\$ 63.78	\$ 65.37
<b>Journeyman: Electrician, Estimator, Gas Compression, HET, Machinist, Millwright, Service Coordinator, Service Planner, Warranty Technician, Welder</b>			
Leadhand	\$ 63.82	\$ 66.37	\$ 68.03
Journeyman Class A	\$ 60.78	\$ 63.21	\$ 64.79
+ Electrician (EGS Tech / Motor Rewind Tech), Gas Compression (Automotive/Millwright), HET Off Road, HET On Highway, Service Planner - In position prior to <b>Nov 7, 2025</b> (Grandfathered)	\$ 59.03	\$ 61.39	\$ 62.93
Journeyman Class B (12 Months)	\$ 57.74	\$ 60.05	\$ 61.55
Electrician (EGS Tech / Motor Rewind Tech), Gas Compression (Automotive/Millwright), Service Planner			
HET Off Road, HET On Road	\$ 54.70	\$ 56.89	\$ 58.31
Probationary	\$ 48.62	\$ 50.57	\$ 51.83
Service Coordinator	\$ 48.62	\$ 50.57	\$ 51.83
<b>Journeyman: Parts</b>			
Leadhand #1	\$ 56.33	\$ 58.58	\$ 60.05
Journeyman #1 Class A	\$ 53.60	\$ 55.75	\$ 57.14
Journeyman #1 Class B (12 Months)	\$ 50.70	\$ 52.73	\$ 54.05
Probationary #1	\$ 47.79	\$ 49.70	\$ 50.95
Leadhand #2	\$ 52.37	\$ 54.46	\$ 55.83
Journeyman #2 Class A	\$ 49.89	\$ 51.88	\$ 53.18
Journeyman #2 Class B (12 Months)	\$ 46.99	\$ 48.87	\$ 50.09
Probationary #2	\$ 44.08	\$ 45.84	\$ 46.99
<b>Electronic Repair Tech</b>			
Class A	\$ 50.94	\$ 52.97	\$ 54.30
Class B (12 Months)	\$ 42.79	\$ 44.51	\$ 45.62
<b>Apprentices</b>			
+ HET 4 <sup>th</sup> Year - In position prior to <b>Nov 7, 2025</b> (Grandfathered)	\$ 59.03	\$ 61.39	n/a
<b>Electrician, HET, Machinist, Millwright</b>			
-4 <sup>th</sup> Year	\$ 54.70	\$ 56.89	\$ 58.31
-3 <sup>rd</sup> Year	\$ 48.62	\$ 50.57	\$ 51.83
-2 <sup>nd</sup> Year	\$ 42.55	\$ 44.25	\$ 45.35
1 <sup>st</sup> Year	\$ 36.47	\$ 37.93	\$ 38.87
<b>Parts</b>			
3 <sup>rd</sup> Year	\$ 45.56	\$ 47.39	\$ 48.57
2 <sup>nd</sup> Year	\$ 40.20	\$ 41.81	\$ 42.86

Position (NWT)	2025 w/RWA	2026 w/RWA	2027 w/RWA
1 <sup>st</sup> Year	\$ 34.84	\$ 36.24	\$ 37.14
<b>Welder</b>			
3 <sup>rd</sup> Year	\$ 51.66	\$ 53.73	\$ 55.07
2 <sup>nd</sup> Year	\$ 45.58	\$ 47.41	\$ 48.59
1 <sup>st</sup> Year	\$ 39.51	\$ 41.09	\$ 42.11
<b>Maintenance Department</b>			
<b>Licensed</b>			
Leadhand	\$ 66.14	\$ 68.78	\$ 70.50
Journeyman Class A	\$ 62.98	\$ 65.50	\$ 67.14
Journeyman Class B (12 Months)	\$ 60.92	\$ 63.36	\$ 64.94
Probationary	\$ 58.86	\$ 61.21	\$ 62.74
<b>Unlicensed</b>			
Class A	\$ 49.69	\$ 51.68	\$ 52.97
Class B (12 Months)	\$ 48.07	\$ 49.99	\$ 51.24
Probationary	\$ 46.45	\$ 48.31	\$ 49.52
<b>Skilled / Semiskilled</b>			
<b>MSA</b>			
Leadhand	\$ 44.82	\$ 46.61	\$ 47.78
Warehouse Person	\$ 42.71	\$ 44.42	\$ 45.53
19-24 Months	\$ 40.21	\$ 41.82	\$ 42.86
13-18 Months	\$ 37.77	\$ 39.29	\$ 40.27
0-12 Months	\$ 35.26	\$ 36.67	\$ 37.59
<b>A: Painter, Heavy Truck Driver, Track Press Operator, Auto-Welding Machine Operator</b>			
Leadhand	\$ 52.60	\$ 54.71	\$ 56.07
Class A	\$ 50.11	\$ 52.11	\$ 53.42
Class B (12 Months)	\$ 48.21	\$ 50.14	\$ 51.39
Probationary	\$ 46.48	\$ 48.33	\$ 49.54
<b>B: Hydraulic Hose Press, Yardperson, Tool Room Attendant, Shipper/Receiver</b>			
Leadhand	\$ 51.66	\$ 53.73	\$ 55.07
Class A	\$ 49.20	\$ 51.17	\$ 52.45
Class B (12 Months)	\$ 47.35	\$ 49.24	\$ 50.47
Probationary	\$ 45.63	\$ 47.45	\$ 48.64
<b>* C: Washbay Attendant</b>			
Grandfathered (Hired prior to Oct 1, 2022)	\$ 41.53	\$ 43.19	\$ 44.27
Class A	\$ 38.01	\$ 39.53	\$ 40.52
Class B (12 Months)	\$ 36.50	\$ 37.97	\$ 38.91
Probationary	\$ 34.70	\$ 36.09	\$ 36.99
<b>D: Labourer, Janitor</b>			
* Grandfathered (Hired prior to Oct 1, 2022)	\$ 34.68	\$ 36.06	\$ 36.96
Class A	\$ 31.74	\$ 33.01	\$ 33.84
Class B (12 Months)	\$ 30.06	\$ 31.27	\$ 32.05
Probationary	\$ 28.40	\$ 29.53	\$ 30.27
<b>** F: Field Lube Serviceperson (Non-ticketed)</b>			
Class A	\$ 53.11	\$ 55.24	\$ 56.62
Class B (12 Months)	\$ 51.20	\$ 53.25	\$ 54.58
Probationary	\$ 49.31	\$ 51.28	\$ 52.56

**Ekati**

Position (Ekati)	2025 w/RWA	2026 w/RWA	2027 w/RWA
<b>Field</b>			
<b>Journeyman: Electrician, HET, Welder</b>			
Leadhand	\$ 67.89	\$ 70.61	\$ 72.37
Journeyman Class A	\$ 64.66	\$ 67.24	\$ 68.93
+ Mechanic Off Road - In position prior to <b>Nov 7, 2025</b> (Grandfathered)	\$ 62.56	\$ 65.06	\$ 66.69
Journeyman Class B (12 Months)	\$ 61.43	\$ 63.88	\$ 65.48
Mechanic Off Road	\$ 58.19	\$ 60.52	\$ 62.03
Probationary			
<b>Journeyman: Parts</b>			
Leadhand	\$ 59.70	\$ 62.08	\$ 63.64
Journeyman Class A	\$ 56.80	\$ 59.07	\$ 60.54
Journeyman Class B (12 Months)	\$ 54.77	\$ 56.96	\$ 58.38
Probationary	\$ 50.66	\$ 52.68	\$ 54.00
<b>Apprentices</b>			
+ HET 4 <sup>th</sup> Year - In position prior to <b>Nov 7, 2025</b> (Grandfathered)	\$ 62.56	\$ 65.06	n/a
<b>HET</b>			
4 <sup>th</sup> Year	\$ 58.19	\$ 60.52	\$ 62.03
3 <sup>rd</sup> Year	\$ 51.73	\$ 53.80	\$ 55.14
2 <sup>nd</sup> Year	\$ 45.26	\$ 47.07	\$ 48.25
1 <sup>st</sup> Year	\$ 38.79	\$ 40.35	\$ 41.36
<b>Parts</b>			
3 <sup>rd</sup> Year	\$ 48.28	\$ 50.21	\$ 51.46
2 <sup>nd</sup> Year	\$ 42.60	\$ 44.30	\$ 45.41
1 <sup>st</sup> Year	\$ 36.92	\$ 38.39	\$ 39.35
<b>Welder</b>			
3 <sup>rd</sup> Year	\$ 54.96	\$ 57.16	\$ 58.59
2 <sup>nd</sup> Year	\$ 48.49	\$ 50.43	\$ 51.69
1 <sup>st</sup> Year	\$ 42.03	\$ 43.71	\$ 44.80
<b>Tool Room Attendant</b>			
Class A	\$ 52.12	\$ 54.21	\$ 55.57
<b>MSA</b>			
Warehouse Person	\$ 45.25	\$ 47.06	\$ 48.24
19-24 Months	\$ 42.61	\$ 44.31	\$ 45.42
13-18 Months	\$ 40.05	\$ 41.65	\$ 42.69
0-12 Months	\$ 37.38	\$ 38.87	\$ 39.85

## SCHEDULE “B”

### LAYOFF AND TRANSFER CLASSIFICATIONS

Layoff due to a lack of work is determined by the criteria set out in **Clause 5.05**, and job classifications for the purpose of layoff and transfer of Employees are as described in this Schedule.

Transfers between a Facility within a Region when there is a shortage of work or a short-term increase in workload; the Employer may transfer an Employee to another area within that department or Facility in the same job classification. The Employer may transfer an Employee across classifications, if the receiving classification has no layoffs. *EG: Employee from “SVC” may transfer to “PSVC”, or vice-versa.*

Transfers will first come from volunteers from the Facility where there is a shortage of work then from volunteers in the rest of the Region. However, if there are insufficient volunteers, the Employee with the shortest length of service in the areas or Facility with the shortage of work shall be transferred first, provided the Employee has the qualifications and demonstrated ability to perform the job. These transfers are not to exceed one hundred and twenty (120) days without Union approval.

Employees must have been in the classification for a minimum of one hundred and twenty (120) days in order to qualify for layoff in that classification. If less than one hundred and twenty (120) days, the previously held position will be used. This would include posted positions where applicable.

<b>DEPARTMENTAL LAYOFF CLASSIFICATIONS</b>	
<b>SERVICE DEPARTMENT</b>	
<b>SVA</b>	Apprentice Heavy Equipment Technician
<b>SVB</b>	Track Press Operator
<b>SVC</b>	Journeyman Heavy Equipment Technician (HET), Journeyman Heavy Duty Equipment Mechanic (Off Road), Journeyman Truck and Transport Mechanic (On Hwy), Estimator
<b>SVD</b>	Lab Technician 1
<b>SVE</b>	Lab Technician 2 and Interpreter
<b>SVF</b>	Labourer, Wash Bay Attendant (Up to a maximum of 750 hours may be applied to an apprenticeship at existing Labourer rate.)
<b>SVG</b>	Machinist and Machinist Apprentice
<b>SVH</b>	Maintenance Technician Licensed
<b>SVI</b>	Maintenance Technician Unlicensed
<b>SVJ</b>	Painter
<b>SVK</b>	Electrician
<b>SVL</b>	Resident Field Journeyman Heavy Equipment Technician
<b>SVM</b>	Toolroom Attendant
<b>SVN</b>	Electrical Apprentice
<b>SVO</b>	Welder and Welder Apprentice
<b>SVP</b>	Yardperson
<b>SVR</b>	Electronics Repair Technician
<b>SVS</b>	Field Journeyman Heavy Equipment Technician (Regional Municipality of Wood Buffalo only)
<b>SVT</b>	Millwright and Millwright Apprentice
<b>SVU</b>	Field Lubrication Serviceperson (non-ticketed)
<b>SVW</b>	Service Planner(NWT)
<b>SVX</b>	Service Coordinator (NWT)

<b>DEPARTMENTAL LAYOFF CLASSIFICATIONS</b>	
<b>PARTS DEPARTMENT</b>	
<b>PTA</b>	Parts Journeyman, Parts Apprentice
<b>PTB</b>	Hydraulic Hose Press Operator
<b>PTC</b>	Material Supply Assistant
<b>TCRS</b>	
<b>RPTA</b>	Parts Journeyman and Parts Apprentice
<b>RPTB</b>	Yardperson, Shipper/Receiver, Warehouse
<b>RSVA</b>	Heavy Equipment Technician Apprentice
<b>RSVB1</b>	Driver Class 1
<b>RSVB3</b>	Driver Class 3
<b>RSVB5</b>	Driver Class 5
<b>RSVC</b>	Rental – Heavy Equipment Technician, Rental Mechanic – Ticketed (in other trade, i.e., Automotive)
<b>RSVI</b>	Rental Mechanic – Non-Ticketed
<b>RSVK</b>	Rental Electrician
<b>RSVL</b>	Labourer/Washbay
<b>RSVN</b>	Rental Electrician Apprentice
<b>RSVO</b>	Rental Welder and Welder Apprentice
<b>RSVR</b>	Instrumentation Engineering Tech
<b>RSVS</b>	Instrumentation Technician and Instrumentation Apprentice
<b>RSVT</b>	Industrial Tool Technician
<b>RSVU</b>	Field Lubrication Serviceperson (non-ticketed)
<b>POWER SYSTEMS</b>	
<b>PPTA</b>	Parts Journeyman, Parts Apprentice
<b>PPTC</b>	Material Supply Assistant
<b>PSVA</b>	Apprentice Heavy Equipment Technician
<b>PSVC</b>	Journeyman Heavy Equipment Technician (HET), Journeyman Heavy Duty Equipment Mechanic (Off Road), Journeyman Truck and Transport Mechanic (On Hwy), Estimator, Gas Compression Technician
<b>PSVF</b>	Labourer, Wash Bay Attendant
<b>PSVK</b>	Electrician
<b>PSVL</b>	Resident Field Journeyman Heavy Equipment Technician, Resident Field Gas Compression Technician
<b>PSVN</b>	Electrical Apprentice
<b>PSVP</b>	Yardperson

## **SCHEDULE “C”**

### **SPECIAL PROVISIONS**

**Note:** All Employees must either be active or on STD/WCB at the time of payout of the respective allowance. An Employee on WCB (after the STD period), LTD or layoff status at the time of payout, will be reinstated upon return to work.

**NWT Medical Travel Allowance:**

- 1) Employees, and/or their dependents, in the Northwest Territories required to fly to other locations for referred medical care will be reimbursed for the deductible/co-payment for Medical Travel.

**Location Allowance:**

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

<b>LOCATIONS</b>	<b>Allowance</b>
High Level	\$850.00 / Month
Fort McMurray/Wood Buffalo	\$1350.00 / Month
NWT	\$850.00 / Month
TCRS Fort McMurray/Wood Buffalo	5% of their base (regular earnings)

**Resident Allowance:**

- 3) All Resident Field Servicepersons will receive a one hundred and fifty (\$150) dollars per month Resident Allowance paid as an expense.

**NWT Allowances:**

- 4) All Employees who live in the NWT will receive a five hundred (\$500) dollars per month fuel subsidy per household and will be entitled to one trip out per year per family member to a maximum of seven hundred and fifty (\$750) dollars per family member (taxable).

**Condo Allowance:**

- 5) All Employees residing in Condos will receive a three hundred (\$300) dollars per month Condo Allowance.

## SCHEDULE “D”

### SUMMARY OF PREMIUMS FROM COLLECTIVE AGREEMENT OR LETTERS OF UNDERSTANDING

Type of Premium	Premium per Hour
Continuous Shift <i>(For all hours worked)</i>	\$3.50
Afternoon Shift / Night Shift <i>(For all hours worked on this shift)</i>	\$3.50
Top 10% entitlement who must work night shift on Customer’s sites (Wood Buffalo Region only) <i>(For all hours worked on this shift)</i>	\$1.00 added to \$3.50
Tuesday – Saturday Shift <i>(For all hours worked)</i>	\$2.25
Midnight Shift <i>(For all hours worked on this shift)</i>	\$3.75
First Aid <i>(For all hours worked)</i>	\$0.50
<b>Field</b>	
For work performed off premises (Wood Buffalo Field Employees working on a Customer site but not working in a field truck will not be eligible.)	\$2.25
For parts work performed underground	\$2.25
For Feeder/Breaker work performed by Track Press Operators <i>(in addition to field premium) Replaces LOU 00-07 (Mildred Lake Shop Only)</i>	\$1.50
<b>Certification</b>	
<i>Applied when the Employer <b>requires</b> the Employee to hold Union and Employer recognized certifications in order to perform additional duties. (Line Boring, NDT, etc) (For all hours worked)</i>	\$1.50
<b>Dual Ticket</b>	
<i>Applied when the Employer <b>requires</b> the Employee to hold two (2) Union and Employer recognized tickets in order to perform their duties. (For all hours worked)</i>	\$3.25
Dual Ticket – Power Engineering 4 <sup>th</sup> Class <i>(For all hours worked)</i>	
Leadhand Rates to apply to all Temporary Leadhand duties.	
Premiums do not attract overtime.	

## Letters of Understanding Inside the Collective Agreement

### **LOU# 1 Reference: Customers Working in Finning (Canada) Shops or Adjoining Yards**

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

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

- 1) Customer Employees will not displace Bargaining Unit Employees.
- 2) Customer Employees working in Employer shops will be employed by the customer on a permanent basis.
- 3) The ratio of Bargaining Unit Employees to Customer Employees will not exceed one to one (1:1) per machine or major component.
  - A) The time period for a Customer Employee working in Employer premises will not exceed one hundred and twenty (120) days.
- 4) Customer Employees must provide their own tools.
- 5) Customer Employees must be under the direction of a Finning (Canada) A Division of Finning International Inc. Employee.
- 6) Customer Employees will adhere to Finning (Canada) A Division of Finning International Inc. Health and Safety Policies.
- 7) A logbook will be maintained and available for Union review. The logbook will record the hours worked by Customer Employees on a machine or major component covered by this Letter of Understanding.

### **LOU# 2 Reference: Maintenance Personnel**

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

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

### **LOU# 3 Reference: Electricians**

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

It is understood that due to the nature of this industry, and current training availability through apprenticeship programs, that Electric Generator Systems (EGS) Technicians and Motor-Rewind Technicians are also qualified to work in the Power Systems at Finning and as a result may also be hired into the Electrician classification.

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

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

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

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

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

All other terms will be as per the Collective Agreement.

#### **LOU# 4 Reference: Ticketed Automotive Technicians**

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

This Agreement is made Without Prejudice and Precedent.

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

- 1) All Certified Automotive Technicians shall be employed as a third (3<sup>rd</sup>) year Apprentice HET and will be paid at that rate in the Collective Agreement
- 2) The Technicians shall be required to complete all levels of technical training in the trade and acquire their Journeyman Certification in the HET trade.

#### **LOU# 5 Reference: Material Supply Assistant**

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

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

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

#### **LOU# 6 Reference: Ekati Mine Operation**

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

- 1) The Employees assigned to work at the mine site will be on a separate seniority list.
- 2) The shift schedule for the site will be 2 weeks in / 2 weeks out working twelve (12) hour shifts based on the Agreement with the NWT Government. Overtime rates will apply to all hours worked beyond the one hundred and sixty (160) hours in a four (4) week schedule. There may be an opportunity to work other shifts as agreed between the Union and Management.
- 3) Employees living in the Northwest Territories and working at the Ekati site will receive the NWT location allowance as outlined in **Schedule “C”**. All Employees working at the Ekati Mine Site, including temporary transfers, will receive the Regional Hourly Wage adjustment as outlined in **Article 28**

### Regional Wage Adjustment.

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

- 4) The marshalling points will be Calgary, Yellowknife and Hay River. All Employees will report to the marshalling points at their own expense. All Employees working at the Ekati Mine Operation will be provided flights to and from the marshalling points at no charge to the Employee. Any new travel conditions will be negotiated and agreed upon with the Union.
- 5) Travel time paid at straight time rates will be provided for as follows: Employee's residence to Yellowknife – 2.5 hours; Hay River to Yellowknife – 1 hour; Yellowknife to Ekati – 2 hours. Return time will be the same. Temporary Employees to Ekati will have their full travel time paid as per **Clause 5.14** for the first trip in and last trip out. All trips in between will be paid as per above.
- 6) When weathered into site, Employees will be paid at applicable overtime rates for extra hours worked in excess of the Overtime Averaging Permit. When weathered out at the marshalling points in Calgary, Yellowknife and Hay River, meal and accommodation expenses, if needed, will be paid by the Employer. The Employee will be paid their straight time hourly rate for the normal shift schedule of that particular day based on the flight manifest, up to a maximum of twelve (12) hours per day (including the travel time). This time will be classified as time worked. Employees who are weathered in at the site are paid for time worked as per the Collective Agreement to a maximum of twelve (12) hours per day.

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

- 7) The parties recognize the distinct nature of working at this remote site on a continuous shift arrangement. As a result, the parties agree that Employees may have the opportunity of utilizing their vacation time on their 2 weeks out time. This option must be discussed and agreed upon with the manager in advance of utilizing the opportunity. This time will not count as time worked for the purposes of applying overtime for the shift schedule. A request form must be signed off by the Employee and the manager.

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

- 8) Those Employees assigned on a permanent basis to the Ekati site will receive an Isolation Allowance while working at the mine to compensate for the additional NWT payroll tax. The allowance of \$1.25 per hour will apply to Employees who have completed their probationary period and will be paid on a bi-weekly basis.
- 9) It is understood by both parties that all Tool Room Attendants, Material Supply Assistants, and apprenticeship positions will be prioritized as "northern hire" positions and first opportunity will be provided to residents of the Northwest Territories, with other applicants subsequently considered.
- 10) The Employer agrees that the Heavy Equipment Technician Apprentice and Journeyperson Heavy Equipment Technician layoff classifications are combined for the Ekati site only.
- 11) A Travel Allowance for a portion of airfare, parking and meals for Employees to travel from home to the marshalling point and from the marshalling point to home will be processed based on the legislated tax deductions for any given year. Employees will be expected to evidence "reasonable" expenses in transit from home to Yellowknife, or Hay River. This allowance is reflected on an Employees pay stub under gross pay, but is not part of an Employee's taxable income.

### **CHANGE OF SCHEDULE AND SHIFT:**

- 12) All reasonable incremental costs incurred to change flights due to temporary or permanent schedule/shift changes, initiated by the Employer, will be reimbursed by the Employer, for up to three (3) shift

schedules, if required with receipts.

- 13) **Clause 6.02** will apply, however Employees already on overtime pay, who are temporarily reassigned due to workload, increase or decrease, to another shift schedule shall be given seven (7) days' notice. If 7 days' notice is not provided, applicable overtime rates will be paid for the days less the appropriate notice.

### **LOU# 7 Reference: Gas Compression Classification**

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

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

- 1) The Employer will endeavor to hire Heavy Equipment Technicians (HET) into Gas Compression openings. However, it is understood that due to the nature of this industry that Millwrights and Automotive Technicians are also qualified to work in the Gas Compression trade and as a result may also be hired into Gas Compression openings.
- 2) The following will outline the agreement between the parties when a Millwright or Automotive Technician is hired into a Gas Compression position:
  - A) Employees will be required to enroll in the HET program.
  - B) Employee hired into Gas Compression will be classified as Gas Compression Technicians, layoff classification PSVC or PSVL, and will hold seniority in that classification as of their date of hire;
  - C) Employees without HET qualifications, will be paid appropriate rates as outlined in **Schedule "A"**, until such time they achieve the HET certificate.
- 3) Gas Compression Technicians, who hold their HET or are HET Apprentices, may work in general line operations only if no one is on layoff within the Region in the SVC or SVL layoff classification; and vice versa.
- 4) Any other issues arising out of these classifications will be discussed in a timely manner between the parties.

## ATTENTION ALL MEMBERS

### *Arrears in Dues*

Excerpts from the IAM Constitution:

Quote:

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

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

### *Dues Are Deducted by Payroll Deduction Only When a Member Is Working*

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

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

### *Non-Payments of Dues*

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

### *Members Off Work Due to Layoff*

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

### *Members Off Work Due to Illness/LTD*

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

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

### *Change of Address*

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

**IAM Local 99**

Suite 107, 10471 – 178 Street

Edmonton, Alberta

T5S 1R5

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

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

### *Lodge 99 Dues Structure*

- **Monthly working dues: Two and a quarter (2¼) times hourly rate**
- **Out of work dues: Two (\$2.00) dollars per month**
- **Reinstatement fees: Six (6) times the hourly rate**

## Letters of Understanding outside the Collective Agreement

### *Letter of Understanding*

#### **(90-02) RE: Finning Parts Express**

There are approximately four (4) drivers in total operating trucks that pick up and deliver at Finning operations. These drivers will perform work coincident with the loading and unloading of the vehicles. This does not include handling individual parts in and out of bins.

The Employer will pay Contractor dues at the rate of two point two five (2.25) times the Heavy Truck Driver rate in **Schedule "A"** of the Alberta Collective Agreement to Local 99 on a monthly basis for the four (4) trucks performing these tasks.

Upon request, the Employer will provide to the Union a summary of this payment.

### *Letter of Understanding*

#### **(06-12) RE: Working Out of Canada**

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

- 1) Journeyperson Heavy Equipment Technicians will be paid Heavy Equipment Technician field rate while on assignment.
- 2) The Working out of Country Allowance will be applied for any work outside of Canada. This allowance will be paid at \$120 / day for all days out of the country. This allowance will not attract any premiums.
- 3) Prior to any Employee leaving on assignment the Facility manager will make reasonable effort to determine the Working & Accommodation Conditions at the customer site. From the information provided by the customer a determination as to Normal and Extreme change-out will be applied. Employees will be made aware of expected Working & Accommodation Conditions for the assignment. Upon arrival at the assignment, if the Working or Accommodation Conditions are not as expected, the Employee is required to contact their Facility Management and provide the details of the conditions. Management will be responsible for initiating a discussion with the customer and determining if the Extreme Conditions Charge-out Rate for the assignment is applicable.
- 4) The Extreme Conditions Allowance will be applied for any work outside of Canada where extreme conditions exist. Extreme Conditions may include: Political Unrest (as defined by the Canadian Government <https://travel.gc.ca/travelling/advisories>), Travel with Military Guard, and Poor Accommodations and/or Poor mode of Transportation (as assessed by Finning (Canada) shown through the charge out rate of the Extreme Conditions Rate Sheet). The Extreme Conditions Allowance will be paid at \$240/day for all days where the extreme conditions exist. This allowance will not attract any premiums and is not pensionable.
- 5) Employees on International Assignment will be provided an additional International Health Insurance Plan while on assignment. Discussions and arrangements will occur prior to travel. An International SOS access card will be supplied prior to travel. Contact HR Business partner for details.
- 6) All expenses incurred on assignment will be submitted to Finning (Canada) for repayment. Expenses should be submitted by email/fax every four weeks (technician's discretion) and paid upon submission. Expense reports will be audited against the Employee's receipts upon return to Canada. Any adjustments to the expense reports will be made at that time. The Employee will be reimbursed for certain gratuities without receipt, provided an explanation is made about where and to whom they were paid.

- 7) All assignments will be on a volunteer basis.
- 8) The Employee will submit timecards on a weekly basis, by email or fax. In situations where it is not possible to submit timecards for the week, the Employee will be required to submit two weeks' timecards the following week.
- 9) Upon returning to Canada, all Employees will be required to take a recover/rest period prior to returning to work. The length of time off will be discussed between the Employee and their supervisor and agreed to by Facility Management at their Facility. This time will be unpaid; however, banked time and/or vacation time may be used.
- 10) Employees will be on a twelve (12) hour/day seven (7) days/week shift schedule for the length of the assignment. Monday to Friday will be paid as eight (8) hours' regular time and four (4) at applicable OT rates, Saturday and Sunday will be paid as twelve (12) hours at applicable OT rates. All stats will be paid as per **Clause 7.02** of the CBA.
- 11) This LOU is effective as of the date signed.
- 12) The Parties will meet as required to discuss any issues that arise.

### *Letter of Understanding*

#### **(08-12) ThinkBIG Program**

Employment opportunities for the ThinkBIG program (or the Apprenticeship Program) will be posted online for each intake to identify and pre-screen interested Employees.

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

Northwestern Polytechnic (NWP) is responsible for and free to accept students into the ThinkBIG program located at the Fairview Campus in Fairview, Alberta, and to monitor and determine the progress of the students through the Program, including expelling students from the Program.

Finning will have the discretion, according to its operational requirements to provide all students of these programs, work experience at any given time. Such assignments will not be subject to the posting requirements of the Collective Agreement. These work experience terms will not be longer than four (4) months each.

Prior to a current Finning Employee being accepted into the ThinkBIG program a discussion with the Facility management, Employee and the Apprenticeship Group will be conducted to determine whether a traditional apprenticeship program or the ThinkBIG program is most suitable at the time.

- 1) The terms of the ThinkBIG program for current Finning Employees accepted into the program are as follows:
  - A) They will become indentured apprentices with the Alberta Apprenticeship and Industry Training Program (AIT) upon completion of the ThinkBIG program.
  - B) They will be entitled to the provisions outlined in **Article 10**, and all other terms and conditions of the Collective Agreement.
  - C) While engaged in their work experience terms, they will be paid first (1<sup>st</sup>) year apprentice rate in their respective locations, including any applicable regional wage allowance for the first four (4) work terms. Apprentices will be paid the second (2<sup>nd</sup>) year apprentice rate for their final, fifth (5<sup>th</sup>) work term. Employees entering the program from an existing higher paid position will never be paid less than the base rate he/she earned immediately prior to transitioning into the program.
  - D) Work terms may be in any Finning Facilities and apprentices will be entitled to expense up to one hundred and fifty (\$150) per week (with receipts) for living and travel expenses associated to work term placements. Temporary transfer provisions outlined in **Clause 5.14** will not be applicable.

- E) Current Employees (including those on layoff) who qualify based on program requirements will be accepted into the programs in accordance with **Article 5**.
  - F) Should the Employee require an academic upgrading to enter the programs, the Employer will assist in getting whatever courses are necessary to facilitate entry to those programs.
- 2) The terms of the ThinkBIG program for external applicants accepted into the program are as follows:
- A) External Applicants will be hired on and indentured as Apprentices, with the Alberta Apprenticeship and Industry Training Program (AIT) upon completion of the ThinkBIG Program.
  - B) These Apprentices will not be paid wages or allowances while attending school; however, they will have their tuition and books paid by the Employer.
  - C) While engaged in their work experience terms, they will be paid the same hourly rate as first (1<sup>st</sup>) year apprentices in their respective locations, including any applicable regional wage allowance for the first four (4) work terms. Apprentices will be paid the second (2<sup>nd</sup>) year apprentice rate for their final, fifth (5<sup>th</sup>) work term.
  - D) Work terms may be in any Finning Facilities and apprentices will be entitled to expense up to one hundred and fifty (\$150) per week (with receipts) for living and travel expenses associated to work term placements. Temporary transfer provisions outlined in **Clause 5.14** will not be applicable.
  - E) All other terms and conditions of the Collective Agreement will be applied based on whether the apprentice is in a work term or in a school term.

Employees who have successfully completed the requirements of the ThinkBIG Program shall be confirmed as Apprentices beginning as Year Two (2) Apprentices (if not qualified for an even higher level.)

This Letter of Understanding, unless altered or amended by agreement, will continue unless and until the Finning involvement in the ThinkBIG Program is ended and the enrolled students have completed the program.

Should either the ThinkBIG program be expanded, modified, or any other similar program implemented, the Employer agrees to reach mutual agreement with the Union on all terms and conditions affecting Employees one hundred twenty (120) days prior to implementation. Both parties agree to meet quarterly and discuss issues or concerns that are related to the implementation of this program.

### *Letter of Understanding*

#### **(10-01) RE: Collicutt Employees**

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

The Company and the Union thereby agree to the attached pertaining to: **Article 4** Seniority; **Article 9** Vacation.

#### **Article 4 - Seniority**

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

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

Any Collicutt Energy Services Ltd. Employee who transitions to Finning (Canada) will not be required to serve

a ninety (90) day probationary period. With no probationary period requirement, the probationary rate of pay will not be applicable.

### **Article 9 - Vacation with pay**

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

#### *Letter of Understanding*

### **(10-05) RE: Oil Sands / Wood Buffalo Operations – Shift Exceptions**

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

The shifts are outlined in **Article 29** Twelve-Hour Shift Agreement for the Municipality of Wood Buffalo, Oil Sands Operations. However, it is understood that the following Employees have alternate shift arrangements:

5 x 2 Monday to Friday shift due to former top 10% privileges – Feyyaz Ginise

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

No other exceptions will be made to the shifts as outlined in **Article 29** Twelve-Hour Shift Agreement, without mutual agreement. The parties will meet to discuss any issues arising out of this Letter of Understanding.

#### *Letter of Understanding*

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

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

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

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

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

**RE: 26.04 A) v)** 4 days “on” 4 days “off” working twelve (12) hour shifts. Overtime rates will apply to all hours worked beyond forty-two and one-half (42.5) hours on an eight (8) day schedule.

#### *Letter of Understanding*

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

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

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

- 1) Opportunity to pursue an apprenticeship in the HVAC trade, for a Journeyperson in the Heavy Equipment

Technician, Electrical or Welding trade, will be posted and awarded as per **Article 5** of the Collective Agreement.

- 2) The posting will clearly state that it is a dual ticket position, requiring that the successful candidate already possess one of the following tickets:
- 3) Journeyperson Heavy Equipment Technician (J/HET);
- 4) Journeyperson Electrician (J/Electrician); or
  - A) Journeyperson Welder (J/Welder)
- 5) The successful candidate will receive the Dual Ticket Bonus, as listed in **Schedule “D”** of the current Collective Agreement only once they have completed all requirements of the HVAC certification.
- 6) For the purposes of layoff, candidates who successfully post into a dual ticket HVAC apprenticeship will retain the layoff classification of their primary ticket. Their layoff classification will be as per **Schedule “B”** of the current Collective Agreement.
- 7) The Employee currently identified as a dual ticket technician, holding a ticket in the HVAC and Electrical trades, will fall under this agreement.

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

### *Letter of Understanding*

#### **(12-01) RE: Sitech Employees**

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

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

#### **Sitech – Electronic Repair Technologist**

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

In addition to the above recognized position, it is intended Sitech bargaining unit work will be performed by bargaining unit Employees.

All other terms will be as per the Collective Agreement.

*Letter of Understanding*

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

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

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

- 1) The challenges currently faced by Preventative Maintenance (PM) in terms of meeting recruitment needs and requirements.
- 2) Provide second (2<sup>nd</sup>) and third (3<sup>rd</sup>) year Heavy Equipment Technician (HET) apprentices with an opportunity of obtaining PM experience.

**Guidelines:**

- 1) Second (2<sup>nd</sup>) and third (3<sup>rd</sup>) year apprentices will have the option of posting into PM positions for a minimum of six (6) months and up to a maximum of ten (10) months. Details of the position including timelines and expectation will be discussed in the job interview.
- 2) Second (2<sup>nd</sup>) and third (3<sup>rd</sup>) year apprentices can accrue time credit towards their apprenticeship in the PM role for up to a maximum of ten (10) months. Any additional time spent beyond ten (10) months will not count towards time credited in the apprenticeship.
- 3) After completion of time in the PM role, the apprentice will be allowed to return to his/her home Facility without having to post into their original position. For apprentices starting in a PM role, a position will be made available for them in the region they are currently working in.

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

*Letter of Understanding*

**(13-02) RE: Kearl Site**

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

Nothing in this Letter of Understanding shall be construed as altering the existing terms and conditions of the Collective Agreement except as specified below. This Letter of Understanding deals with the specific conditions and modifies the Collective Agreement specifically, the Twelve-Hour Shift Agreement for the Municipality of Wood Buffalo Region.

Operations for those Employees who are employed to work on site at Kearl.

The Company and the Union thereby agree to the following:

- 1) All Employees working at the Kearl site will be provided flights to and from site at no charge. Should the Customer provided flights be terminated, the Kearl Allowance will require renegotiation between the Employer and the Union.
- 2) The current marshalling points will be Calgary, Edmonton, Fort McMurray, and Fort Chipewyan. Employees will report to the marshalling point at their own expense.
  - A) Employees who are weathered in or experience aircraft mechanical delays at the site will be paid

applicable rates for time worked as per the Collective Agreement to a maximum of twelve (12) hours per day.

- i) If Employees are unable to continue to work the following scale represents the monetary payment each Employee will receive. This will also be applied to Employees who were on a night shift.

<b>Delay Time Frame</b>	<b>Compensation Value</b>
0 – 60 minutes	No Compensation
61 – 120 minutes	0.5 hours OT
121 – 180 minutes	1 hour OT
181 – 240 minutes	1.5 hours OT
241 – 300 minutes	2 hours OT
In excess of 300 minutes	Will be reviewed on an individual basis

**B)** When weathered out at any of the marshalling points, meal and accommodation expenses, if needed, will be paid by the Employer. The Employee will be paid their straight time hourly rate for the normal shift schedule of that particular day based on the flight manifest, up to a maximum of twelve (12) hours per day. This time will be classified as time worked.

- 3) Camp accommodations will be provided to all Employees at no charge. Should this practice ever cease, Finning (Canada) shall provide notice to the Union ASAP and revert to the current Collective Agreement costing model.
- 4) Finning (Canada) will pay housing allowance to all Employees working at the Kearl site who maintain a permanent residence in Municipality of Wood Buffalo.
- 5) As part of the access to Kearl site requirements (IOR) will require the following from all Employees:
  - A) Valid Operator’s License
  - B) Drug and Alcohol Test (Pre-Site Access)
  - C) Confidentiality Agreement (IOD)
- 6) In the event that the contractual agreement with IOR changes during the term of the contract, the Union will be advised immediately of any issues that will change the terms of this LOU.
- 7) Kearl Allowance: Employees will be paid a Kearl allowance of three hundred (\$300) dollars per month that they are employed at the Kearl site. If Employees do not report to site for a period extending beyond three (3) months, eligibility will discontinue until the Employee has returned to site.

*Letter of Understanding*

**(13-04) RE: Field Lubrication Serviceperson – Non-Ticketed**

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

- 1) Perform scheduled oil sampling and change fluid filters as per contract agreement.
- 2) Perform maintenance as per machine specific checklists.
- 3) Conduct visual machine condition reports, including visual inspection of Product Link components.
- 4) Coordinate ordering parts, maintain, and stock service truck.

- 5) Will be fluent in electronic communications and service reporting.
- 6) Must be able to make first customer contact for PM scheduling.
- 7) Environmentally responsible in sensitive work areas.
- 8) During scheduled maintenance, install ‘plug & play’ Product Link “PL542” systems, and register using “CAT Activate”

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

### *Letter of Understanding*

#### **(15-06) RE: Gahcho Kue Mine Operation**

- 1) This Letter of Understanding is to address the Employees who are employed to work on site at the Gahcho Kue Mine. Nothing in this Letter of Understanding shall be construed as altering the existing terms and conditions of the Collective Agreement except as specified below.
- 2) The Employees assigned to work at the mine site will be placed on the Yellowknife seniority list.
- 3) The shift schedule for the site will be 2 weeks in / 2 weeks out working twelve (12) hour shifts based on the Agreement with the NWT government. Overtime rates will apply to all hours worked beyond the one hundred and sixty (160) hours count in a four (4) week schedule.
- 4) Employees living in the Northwest Territories and working at the Gahcho Kue Mine site will receive the Yellowknife location allowance. Employees working at the Gahcho Kue Mine Site, including temporary transfers, will receive the Regional Hourly Wage adjustment as outlined in **Article 28** Regional Wage Adjustment.
- 5) The marshalling points will be Yellowknife and Calgary. All Employees will report to the marshalling points at their own expense. Employees working at the Gahcho Kue Mine Operation will be provided flights to and from the marshalling points at no charge to the Employee. Any new travel conditions will be negotiated and agreed upon with the Union.
- 6) **Travel time** paid at straight time rates will be provided for as follows: Employee’s residence to Yellowknife – 2.5 hours; Yellowknife to Gahcho Kue Mine site – 2 hours. Return time will be the same.
- 7) Temporary transfers to Gahcho Kue Mine will have their full travel time paid as per **Clause 5.14** for the first trip in and last trip out, all in between trips will be paid as per above.
- 8) When weathered into site, Employees will be paid at applicable overtime rates for extra hours worked in excess of the Overtime Averaging Permit. When weathered out at the marshalling points in Yellowknife or Calgary or the origin of the Customer paid for flight, meal and accommodation expenses, if needed, will be paid by the Employer. The Employee will be paid their straight time hourly rate for the normal shift schedule of that particular day based on the flight manifest, up to a maximum of twelve (12) hours per day (including the travel time). This time will be classified as time worked. Employees who are weathered in at the site are paid for time worked as per the Collective Agreement to a maximum of twelve (12) hours per day.
- 9) All reasonable incremental costs incurred to change flights due to weather/mechanical delays will be reimbursed by the Employer, including one (1) day’s accommodation and meals, if required.
- 10) Vacation time will be converted to an hourly entitlement and Employees will have the option of taking vacation in blocks of hours vs. weeks (one (1) week vacation time = forty (40) hours).

The parties recognize the distinct nature of working at this remote site on a continuous shift arrangement. As a result, the parties agree that Employees may have the opportunity of utilizing their vacation time on their 2 weeks out time. This option must be discussed and agreed upon with the manager in advance of utilizing the opportunity. This time will not count as time worked for the purposes of applying

overtime for the shift schedule. A request form must be signed off by the Employee and the manager.

- 11) Those Employees assigned on a permanent basis to the Gahcho Kue Mine site will receive an isolation allowance while working at the mine to compensate for the additional NWT payroll tax. The allowance of \$1.25 per hour will apply to Employees who have completed their probationary period and will be paid on a bi-weekly basis.
- 12) A travel allowance for a portion of airfare, parking and meals for Employees to travel from home to the marshalling point and from the marshalling point to home will be processed based on the legislated provincial tax deductions for any given year. Employees will be expected to evidence “reasonable” expenses in transit from home to Calgary / Yellowknife. This allowance is reflected on an Employees pay stub under gross pay, but is not part of an Employee’s taxable income.
- 13) All reasonable incremental costs incurred to change flights due to temporary or permanent schedule/shift changes, initiated by the Employer, will be reimbursed by the Employer, for up to three (3) shift schedules, if required with receipts.
- 14) **Clause 6.02** will apply, however Employees already on overtime pay, who are temporarily reassigned due to workload, increase or decrease, to another shift schedule shall be given seven (7) days’ notice. If 7 days’ notice is not provided, applicable overtime rates will be paid for the days less the appropriate notice.

#### *Letter of Understanding*

#### **(16-06) Re: Material Supply Assistants (MSA’s) Grand Prairie Facilities (D10 & D11)**

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

The purpose of this Letter of Understanding is to summarize the understanding reached between the Employer and the Union regarding starting the Material Supply Assistants (MSA’s) in Grande Prairie between 04:00AM – 05:59AM. This shift will be added for the Facility MSA to receive parts prior to the Facility opening to service our customers.

#### **1) Shift Times:**

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

- A) 04:00AM – 12:30PM (M-F), 04:30AM – 13:00PM, 05:00AM – 13:30PM and/or 05:30AM – 14:00PM
- B) 06:00AM – 14:30PM (M-F)
- C) 08:00AM – 16:30PM (M-F)
- D) 09:00AM – 17:30PM (M-F)

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

#### **2) Shift Premiums:**

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

#### *Letter of Understanding*

#### **(17-02) Re: Layoff Classification-Estimators**

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

The purpose of this Letter of Understanding is to summarize the understanding reached between the Employer and the Union regarding the designated layoff classification for Estimators:

For the purposes of layoff, all Estimators will remain in their primary Journeyman Ticket layoff classification. Estimator will remain in their designated layoff classification in order of seniority.

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

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

### *Letter of Understanding*

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

This Letter of Understanding is on a “Without Prejudice or Precedent” basis and is specific to Finning (Canada) operations at the Fort Hills Site (Suncor Energy) in the Regional Municipality of Wood Buffalo, Fort McMurray, Alberta. Nothing in this Letter of Understanding shall be construed as altering the existing terms and conditions of the Collective Agreement except as specified below:

The Company and Union thereby agree to the following:

- 1) The shift rotation at the Fort Hills (Mobile Maintenance) operations as requested by the Customer will be 7 days on and 7 days off rotation. Shift start times will be within the terms and conditions of the Collective Agreement.
- 2) All Employees working at the Fort Hills (Mobile Maintenance) will be provided flights to and from site at no charge. Should the Customer provided flights be terminated, the Fort Hills Allowance will require renegotiation between the Employer and the Union.
- 3) Fort Hills Allowance: Employees will be paid a Fort Hills allowance of three hundred (\$300) dollars per month that they are employed at the Fort Hills. If Employees do not report to site for a period extending beyond three (3) months, eligibility will discontinue until the Employee has returned to site.
- 4) The current marshalling points will be Calgary and Edmonton. Employees will report to the marshalling points at their own expense.
  - A. Employees who are weathered in or experience aircraft mechanical delays will be paid applicable rates for time worked as per the Collective Agreement to a maximum of twelve (12) hours per day.
    - i. If Employees are unable to continue to work the following scale represents the monetary payment each Employee will receive. This will also be applied to Employees who were on a night shift.

<b>Delay Time Frame</b>	<b>Compensation Value</b>
0 – 60 minutes	No Compensation
61 – 120 minutes	0.5 hours OT
121 – 180 minutes	1 hour OT
181 – 240 minutes	1.5 hours OT
241 – 300 minutes	2 hours OT
In excess of 300 minutes	Will be reviewed on an individual basis

- B. When weathered out at any of the marshalling points, meal and accommodation expenses, if needed, will be paid by the Employer. The Employee will be paid their straight time hourly rate for the normal shift schedule of that particular day based on the flight manifest, up to a maximum of twelve (12) hours per day. This time will be classified as time worked.
- 5) Camp accommodations will be provided to all Employees at no charge. Should this practice every cease, Finning (Canada) shall provide notice to the Union ASAP and revert to the current Collective Agreement costing model.

### *Letter of Understanding*

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

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

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

#### **Layoff Classification**

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

The two (2) current Employees are listed below;

- Keith Schindelka
- Colby Frattinger

#### **Living Accommodation**

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

### *Letter of Understanding*

#### **(18-05) Re: TCRS**

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

#### **ARTICLE 4 – SENIORITY**

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

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

#### **ARTICLE 6 – HOURS OF WORK AND OVERTIME**

- 6.03** Outside of the Wood Buffalo Region the standard workday shall consist of eight (8) or ten (10) hours and the standard work week shall consist of forty (40) hours, the provisions of **Article 26 & Article 29** are also available.
- 6.09** Overtime shall be on a voluntary basis. If there are no volunteers, then the Company may assign overtime in reverse order of seniority provided the Employee can perform the available work.
- 6.11** 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. All Employees may be required to become part of a weekly standby rotation at his/her residence for service and maintenance calls. The number of

Employees required to be on standby will be shared and discussed with the Business Representatives two (2) times per year. If the Employee is designated to be on standby, the Employee shall receive \$2.50 per hour for each hour of standby. If an Employee is required to go to the Employer's premises because of the call, the Employee shall be compensated at four (4) hours at the applicable overtime rates or the actual hours worked, whichever is greater. Only one (1) call-in shall be paid in each four (4) hour period.

**6.12** Article 6.12 does not apply to these Employees.

## **ARTICLE 11 – GENERAL PROVISIONS**

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

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

## **ARTICLE 15 – GROUP INSURANCE, SICK BENEFITS & BEREAVEMENT LEAVE**

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

### *Letter of Understanding*

#### **(18-07) RE: Compressed Work Week for Grande Prairie D11**

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

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

The following alternating shift arrangement will be observed:

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

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

#### **Vacation:**

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

#### **Statutory Holidays:**

- 1) When a Statutory Holiday falls on an Employee's scheduled day off it shall be taken either the day before or the next scheduled workday. The day will be mutually agreed by the parties and communicated to the member sixty (60) days prior to the stat day.
- 2) When a Statutory Holiday falls on an Employee's scheduled workday and the Employee is not required

to work the stat day, the Employee shall be paid ten (10) hours at his/her hourly base rate.

- 3) When the Employee works a Statutory Holiday, he/she shall receive ten (10) hours pay at his/her regular rate, and in addition, shall be paid double time his/her hourly rate for all hours worked that day.
- 4) For ten (10) hour shift workers, Statutory Holidays as listed in the Collective Agreement shall be observed.

### *Letter of Understanding*

#### **(20-01) RE: Diavik Mine Site in Yellowknife**

This Letter of Understanding is to address the Employees who are employed to work on the Diavik Mine Site in Yellowknife. Nothing in this Letter of Understanding shall be construed as altering the existing terms and conditions of the Collective Agreement except as specified below:

- 1) The Employees assigned to work at the Diavik Mine Site will be placed on the Yellowknife seniority list.
- 2) The shift schedule for the site will be two (2) weeks in/ two (2) weeks out working twelve (12) hour shifts based on the Agreement with the NWT Government.
- 3) Overtime rates will apply to all hours worked beyond the one hundred and sixty (160) hours count in a four (4) week schedule.
- 4) Employees living in the NWT and working at the Diavik Mine Site will receive the Yellowknife location allowance. Employees working at the mine, including temporary transfers, will receive the Regional Hourly Wage adjustment as outlined in **Article 28**.
- 5) The marshalling point(s) will be Yellowknife and Edmonton. All Employees will report to the marshalling point(s) at their own expense.
- 6) Employees working at the Diavik Mine Site will be provided flights to and from the marshalling point to the site at no charge to the Employee.
- 7) Any new travel conditions will be negotiated and agreed upon with the union.
- 8) Travel time paid at straight rates will be provided for as follows:
  - A) Employee's residence to Yellowknife - 2.5 hours travel to site and 2.5 hours return.
  - B) Yellowknife to Diavik Mine Site - 2 hours travel to site and 2 hours return.
- 9) Temporary transfers to the Diavik Mine Site will have their full travel time paid as per **Clause 5.14** for the first trip in and last trip out, all in between trips will be paid as per above.
- 10) When weathered into site, Employees will be paid at applicable overtime rates for extra hours worked in excess of the Overtime Averaging Permit.
- 11) When weathered out at the marshalling point in Yellowknife or the origin of the Customer paid for flight, meal and accommodation expenses, if needed, will be paid by the Employer.
- 12) The Employee will be paid their straight time hourly rate for the normal shift schedule of that particular day based on the flight manifest, up to a maximum of twelve (12) hours per day (including travel time). This time will be classified as time worked. Employees who are weathered in at the site are paid for time worked as per the Collective Agreement, to a maximum of twelve (12) hours per day.
- 13) The parties recognize the distinct nature of working at this remote site on a continuous shift arrangement. As a result, the parties agree that Employees may have the opportunity of utilizing their vacation time on their 2 weeks out time. This option must be discussed and agreed upon with the manager in advance of utilizing the opportunity. This time will not count as time worked for the purposes of applying

overtime for the shift schedule. A request form must be signed off by the Employee and the manager.

- 14) Those Employees assigned on a permanent basis to the Diavik Mine Site will receive an isolation allowance while working at the site to compensate for the additional NWT payroll tax. The allowance of \$1.25 per hour will apply to Employees who have completed their probationary period and will be paid on a bi-weekly basis.
- 15) A travel allowance for a portion of airfare, parking, and meals for Employees to travel from home to the marshalling point and from the marshalling point to home will be processed based on the legislated provincial tax deductions for any given year. Employees will be expected to evidence "reasonable" expenses in transit from home to Yellowknife. This allowance is reflected on an Employee's pay stub under gross pay, but is not part of an Employee's taxable income.
- 16) All reasonable incremental costs incurred to change flights due to temporary or permanent schedule/shift changes, initiated by the Employer, will be reimbursed by the Employer, for up to three (3) shift schedules, if required with receipts.
- 17) **Clause 6.02** will apply, however Employees already on overtime pay, who are temporarily reassigned due to workload, increase or decrease, to another shift schedule shall be given seven (7) days' notice. If 7 days' notice is not provided, applicable overtime rates will be paid for the days less the appropriate notice.

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

#### *Letter of Understanding*

#### **(21-04) RE: 5am Shift Start Time MSA Calgary**

This agreement will be on a without prejudice or precedent basis. Nothing in this Letter of Understanding shall be construed as altering the existing terms and conditions of the Collective Agreement except as specified below. The purpose of this LOU is to summarize the understanding reached between the Employer and the Union regarding starting the Material Supply Assistants (MSA's) in Calgary at 05:00. This shift will be added for the MSA's to receive parts prior to the facility opening to service our customers.

This shift will consist of the following:

- 1) 5x2 schedule, 5:00AM–1:30PM MST
- 2) This shift will be filled on the basis of volunteers within the Facility. However, if there are insufficient volunteers, the Employee with the shortest length of service within the facility will be assigned to the new shift.

The Midnight Shift Premium as outlined in Schedule "D" will be paid for all hours worked.

All other Conditions of employment are as per the Collective Agreement. Either party may request a meeting to discuss and resolve any issues arising from this LOU.

#### *Letter of Understanding*

#### **(22-02) RE: Mobile Work Force**

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

- 1) The Mobile Work Force will provide temporary service support in various locations throughout Alberta and the NWT where IAM 99 has jurisdiction. Employees within this group will be utilized primarily for peak shaving purposes and to limit the amount of contracting out. The parties acknowledge that the employees' work may be performed at various customer sites, or on Finning property.

- A) Seniority will be accrued in the applicable classification and held in one of the following Regions; Edmonton, Calgary, Wood Buffalo, or Grande Prairie.
  - B) Employees will be paid the rate of pay as per the region they are working in, unless it would be at a lower rate than the Region to which they are attached. In this case the Employee would be paid the higher rate.
- 2) As laid out in **Clause 4.04**, an employee of the Mobile Workforce will not be deployed, where there are active layoffs within the respective classification to that Region unless employees on layoff, having the required skill and ability to do the job, have rejected a temporary recall. See **Clause 5.12** and **Clause 5.14**
  - 3) The primary shift schedule for the Mobile Workforce will be seven (7) on, seven (7) off, twelve (12) hour continuous shift. The hours of work may change depending on the receiving Facility or Customer site. Employees deployed to a Facility working a five (5) and two (2) may remain on a seven (7) on, seven (7) off if all affected employees of the Facility have been offered and declined overtime.
  - 4) The Home Facilities for the Mobile Workforce will be in the same Region their Seniority is held. Due to the variable geographical requirements of this work, employees will be provided with appropriate travel to/from the various sites required. Costs can be claimed from the company with acceptable receipts and appropriate approvals.
  - 5) Employees encountering a delay of inbound/outbound travel due to weather or flight mechanical delay will be eligible for layover pay at straight time rates to a maximum of twelve (12) hours per day. If the employee works while enduring a layover, applicable overtime rates will be paid for all hours worked.
  - 6) If required to work away from their home residence, the employee will be provided with customer or Company supplied accommodations. If meals are not provided as part of the accommodations, per diems as per **Clause 11.12** of the CBA will be paid.
  - 7) No Employee will be Temporarily Assigned to the Mobile Work Force, unless it is on a voluntary basis.

*Letter of Understanding*

**(23-01) RE: Bryan Kathan – Continuous Shift Agreement**

This agreement will be on a without prejudice or precedent basis. Nothing in this Letter of Understanding shall be construed as altering the existing terms and conditions of the Collective Agreement except as specified below. The purpose of this LOU is to summarize the understanding reached between the Employer and the Union regarding Bryan Kathan's 12x12 shift structure as follows:

- 1) Six (6) days on, followed by one (1) day off, followed by six (6) days on, followed by eleven (11) days off, working twelve (12) hours per day.
- 2) This shift will be specific to Bryan Kathan

For the purpose of calculating overtime as per Article 26.04, the shift schedule will be defined as twelve (12) days on, followed by twelve (12) days off and overtime rates will apply to all hours worked beyond one hundred-thirty-six and one-half (136.5) hours in a twenty-four (24) day schedule.

All other conditions of employment are as per the Collective Agreement. Either party may request a meeting to discuss and resolve any issues arising from this LOU.

*Letter of Understanding*

**(23-04) RE: Reciprocity Agreement between 'Main Collective Agreement' and 'Edmonton Distribution Centre (EDC) Collective Agreement'**

This Letter of Understanding is between Local 99 of the International Association of Machinists and Aerospace

Workers, representing both the Main Collective Agreement and the EDC Collective Agreement, and Finning (Canada) a Division of Finning International Inc

This Agreement concerns the movement of Machinists Union members who work for Finning (Canada) a Division of Finning International Inc. between the Main Collective Agreement and the EDC Collective Agreement within the province of Alberta.

### **TEMPORARY TRANSFERS - for a maximum of 120 days**

Temporary transfers will be considered after other options to perform the work have been addressed, including overtime options for the employees in the required areas.

- 1) Business representatives of the Local will be notified in writing of any temporary transfers that take place.
- 2) There will be no temporary transfers to any Regions/Facilities where layoffs have occurred in the province/territories and employees still hold recall rights within the affected classification. Transfers will not cause the displacement of any bargaining unit employees in the receiving Region/Facility by classification. If the temporary position becomes permanent, the position must be posted so all employees have equal opportunity to apply. Employees in the receiving province/territory will have first right of recall of this work.
- 3) Employees transferring will make the higher of wages within the Collective Agreements. The ability to bank overtime will be as per the receiving Region/Facility Collective Agreement.
- 4) Benefits and Pension for the transferring employee will stay the same and be administered by the Employee's home Region/Facility.
- 5) Travel time will be paid as per the applicable rates in each Collective Agreement to the transferring Employee. The receiving Facility will pay for travel time or arrange as required.
- 6) Conditions and living expenses will be as per the receiving Facility and will be discussed and agreed upon between Finning and the transferring employee prior to the transfer occurring and details will be provided on the appropriate form. This information will also be included in the notification to the union.
- 7) Seniority continues to accumulate and will be retained by the home Region/Facility.
- 8) In the event of layoffs within the receiving Region, all employees on a temporary transfer will be sent back to their home Region/Facility.
- 9) In the event of pending job action within their home Region all employees on a temporary transfer will be sent back to their home Region/Facility within the 72-hour notice period.
- 10) Overtime will be distributed equitably to all those able to perform the available work in the receiving Facility.

### **PERMANENT TRANSFERS:**

To fill a permanent posted job that requires a permanent transfer between Collective Agreements, the following will apply:

- 1) Seniority of the transferring employee will stay on the home Region/Facility for a period of one hundred and twenty (120) days from date of transfer, after which their seniority will be dovetailed into the receiving Region/Facility's seniority list.
- 2) If during the one hundred and twenty (120) day period an employee is laid off from the receiving Region/Facility, the transferred employee will return to their original home Region/Facility. The Company will also pay the amount necessary to move the employee's family and household goods to return to the home location, if required. If more than one permanently transferred employee is affected by layoffs, they will return in their order of seniority.

- 3) There will be no permanent transfers to any Regions/Facilities where layoffs are occurring, and employees still hold recall rights within the affected classification. Transfers will not cause the displacement of any bargaining unit employees in the receiving Region/Facility by classification.
- 4) All wages and benefits will be as per the Collective Agreement of the receiving Region/Facility. Benefit coverage will be changed the first of the month. At all times, an employee will be provided benefit coverage.

This letter can be revoked with 30 days' notice in writing to the Union or to the Employer. Whoever revokes this letter will send notice to the other party.

*Letter of Understanding*

**(23-07) RE: Compressed Shift Agreement Specific to Westmoreland Coal Valley Parts**

This agreement will be on a without prejudice or precedent basis. Nothing in this Letter of Understanding shall be construed as altering the existing terms and conditions of the Collective Agreement except as specified below. The purpose of this LOU is to summarize the understanding reached between the Employer and the Union regarding the operational need (including meeting customer's needs) for Parts people to support the customer, Westmoreland, at Coal Valley on a compressed shift. The marshalling point for these positions will be Hinton and Edson, Alberta. The terms and conditions for employees working the compressed work week will be as follows:

The following shift arrangement will be observed:

- 1) Four (4) days on, followed by three (3) days off, working ten (10) hours per day. This position will be a posted position, and no current employee will be force assigned to service this location.

**Living Accommodations:**

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

In the event the Customer cancels the agreement with Finning, the employee(s) associated with this LOU will be offered alternative work where available or laid off out-of-order. All other conditions of employment are as per the Collective Agreement. Either party may request a meeting to discuss and resolve any issues arising from this LOU.

*Letter of Understanding*

**(23-08) RE: Parts Department Seniority, Grande Prairie Specific**

This agreement will be on a without prejudice or precedent basis. Nothing in this Letter of Understanding shall be construed as altering the existing terms and conditions of the Collective Agreement except as specified below. The purpose of this LOU is to summarize the understanding reached between the Employer and the Union regarding the Parts Department Seniority for Grande Prairie General Line and Power Systems.

Upon signature of this LOU, the Parts Department in Grande Prairie will be assigned to D11- General Line for the purpose of layoff and this will be reflected in the monthly seniority lists provided.

All other conditions of employment are as per the Collective Agreement. Either party may request a meeting to discuss and resolve any issues arising from this LOU.

*Letter of Understanding*

**(24-01) RE: BC Hydro Diesel Generator – Field, BC**

The purpose of this letter is to obtain agreement and understanding on a Standby Diesel Generator (800 KW) obtained through BC Hydro in Field, BC. The community of Field relies on this generator for power in the case of an outage.

This letter will provide understanding that all start up installation and commissioning work will be performed by qualified IAM 692 employees as are readily available, within the terms of the Collective Agreement. Regularly scheduled maintenance, as required from time to time, will also be performed by 692 bargaining unit employees.

In the event of an emergency failure or other time-sensitive issues that require urgent, immediate assistance, it is understood that IAM 99 Calgary employees may be dispatched to perform inspection and repair in a timely manner. If it is subsequently determined that other significant, lengthy, or non-urgent work must be performed, IAM 692 employees will be dispatched as are readily available, and Calgary IAM 99 employees will be relieved of any further work.

Both Locals will be notified of any occurrences of cross-border work in accordance with the above.

This letter may be revoked by any party, in which case, at least 30 days' written notice will be given to the other parties.

#### *Letter of Understanding*

#### **(24-02) RE: CAT 3600 Commissioner Inconvenience Premium**

The parties acknowledge a current workforce shortage of qualified employees to perform commissioning on CAT 3600 Series Engines. Therefore, the Company and Union agree that employees who perform commissioning of CAT 3600 Series engines will be provided with a \$10.00 per hour 'Inconvenience' premium to recognize the impact this shortage may have on an employee's work/life balance due to additional hours worked or increased travel requirements outside of their regular Facility/Region. This premium will be paid for all Commissioning work. The premium will not attract overtime rates.

Commissioner will not be considered a separate job classification and employees will remain in their original classification for the purposes of seniority, layoff, and base wage, however; while commissioning work is available, qualified commissioners will be exempted from layoff order among their primary classification.

The parties agree that qualified employees are required to go where the work is needed. In that light, the advanced notice requirements of the reciprocity agreement will not apply when employees are required to work cross-border. Both Unions will still be notified when an employee transfers to a different Region.

#### *Letter of Understanding*

#### **(24-03) RE: Fracking Customers in the Peace Region**

The purpose of this agreement is to assist with maintaining strong relationships with customers in the Peace Region. These customers are mainly based in the Grande Prairie area, but often have operations on both sides of the BC/Alberta border. These Alberta-based customers work with a dedicated Finning technician out of Grande Prairie on a daily basis, and they prefer to utilize the same dedicated technician within all of their operations.

The parties agree to bypass the advance notice requirements of the reciprocity agreement in the following specific cases only. These employees, and their "leave coverage" may travel into BC for work with the respective customer, provided there are no layoffs in Fort St. John:

- 1) Brody Barrington is the dedicated technician for Trican Well Services
- 2) Brendon Burton is the dedicated technician for Liberty (Los Canada Operations ULC)
- 3) Curtis Wellon is the dedicated technician for Halliburton Group Canada
- 4) Kyle Hillier and Kurt Lansdown (cross shift) are the dedicated technicians for STEP Energy Services Ltd.

The intent is that in the future, work for these customers on the BC side of the border will be performed by IAM 692 technicians exclusively as readily available. Shadowing opportunities will be made available to BC technicians for the purpose of introducing them to the customer's operation in Grande Prairie.

#### **Leave Coverage**

To help build the relationships between the customers and BC technicians, the parties agree that vacation and disability coverage for the employees noted above will first be offered to technicians from the Fort St. John Facility to perform work within the AB side of the border, provided availability of coverage in Fort St. John and provided there are no layoffs in Grande Prairie.

**Overtime**

The parties recognize that a disproportional amount of overtime may be given to the named technicians, and if such occurs, that the union and the Facility will work closely to come up with an equitable resolution that may not require going through the grievance procedure.

Both Locals will be notified of any occurrences of cross-border work in accordance with the above.

This letter may be revoked by any party, in which case, at least 30 days written notice will be given to the other parties.

*Letter of Understanding*

**(25-01) RE: “Women Building Futures” & “emPower” Apprenticeship Program**

These programs are a partnership between the Employer and the Union facilitating work placements in Alberta/NWT for up to thirty-two (32) apprentices to each serve a one (1) year term (eight (8) apprentices per year), as they move through a four (4) year apprenticeship program. The parties agree, each Region will not have more than two (2) apprentices within a Facility at a time. This agreement will be on a without prejudice or precedent basis. Nothing in this letter of understanding shall be construed as altering the existing terms and condition of the Collective Agreement except as specified below:

- 1) The placements will be temporary full time not exceeding twelve (12) months in duration.
- 2) Through selection language in **Article 5**, any temporary Employee who becomes a permanent employee will have her seniority date retroactive to the date of hire upon completion of the probation period as a permanent employee outlined in **Article 4**.
- 3) Both statutory holidays and vacation pay will be paid as the equivalent to a temporary full-time position.

*Letter of Understanding*

**(25-02) RE: TCRS Wood Buffalo Shifts**

During the 2025 Collective Bargaining negotiations, the parties discussed the matter of shift structures within TCRS Wood Buffalo operations.

Article 6.03 of the TCRS LOU 18-05 states:

- 6.03** Outside of the Wood Buffalo Region the standard workday shall consist of eight (8) or ten (10) hours and the standard work week shall consist of forty (40) hours, the provisions of Article 26 and Article 29 are also available.

The parties acknowledge the following positions and employees currently working non-continuous shift within TCRS Wood Buffalo Operations:

	<b>Name</b>	<b>Position</b>	<b>Facility</b>
1	Justin Pelley	Apprentice Heavy Duty Mechanic	406 TCRS - Fort McMurray
2	Norman Sheaves	Journeyman Mechanic	406 TCRS - Fort McMurray
3	Ronald Reno Neville	Journeyman Mechanic	406 TCRS - Fort McMurray
4	Curtis G Hoddinott	Shipper/Receiver	436 TCRS - Fort McKay
5	Orlanzo Marriott	Shipper/Receiver	436 TCRS - Fort McKay
6	Ramil Ramirez	Washbay	406 TCRS - Fort McMurray
7	Cody Bursey	Yardperson/Warehouse	406 TCRS - Fort McMurray

8	Mike Vallieres	Driver Class 1	406 TCRS - Fort McMurray
8	Mike McKeough	Driver Class 1	406 TCRS - Fort McMurray
8	Curtis Johnson	Driver Class 1	406 TCRS - Fort McMurray

It is acknowledged that TCRS has a requirement to operate as a 5x2 business to align with regional competition. Any position above may be replaced to support current operational needs within the TCRS business; however, no new additions will occur without prior discussion and alignment with the local steward and Business Representative. The employer and union agree that no new employees will be hired onto any shift other than continuous shift in region without union discussion and alignment.

This agreement is made on a without prejudice or precedent basis.

*Letter of Understanding*

**(25-03) RE: Return-to-Work and Claims Resolution Committee**

During the 2025 Collective Bargaining negotiations, the parties discussed the matter of LTD premiums related to ongoing claim rates and utilization. The Parties agree to establish a Quarterly Committee to provide ongoing visibility to STD/LTD/WCB claim rates throughout the term of the Collective Agreement along with establishing timely, collaborative partnership on identifying return-to-work opportunities and/or modified job duties.

The Committee will consist of the following:

- 1) Finning representatives from Disability Management, Human Resources/Labour Relations and Operations as required;
- 2) Up to two (2) District 14 Business Representatives; and
- 3) Up to three (3) Finning union employees paid at their regular hourly wage.
- 4) Other guests/SMEs on occasion as required, including an external Claims representative as deemed reasonable, appropriate, and available.

The intent of the committee is to partner together to support members/employees' accommodation needs and ensure safe and timely return to work. This may include review of processes as they relate to specific cases or overall process improvement.

The committee will partner to identify alternative modified work programs/options with the agreed upon intent of providing meaningful and productive work opportunities for employees within the union, while rehabilitating from disability or injury that has rendered them incapable of performing their regular work. This may include but is not limited to exploring new ways of assigning work within the bargaining unit and outside of traditional job classifications.

The committee will meet quarterly, or as required. The Parties will agree to keep these meetings separate from the standard Article 27 meetings.

These meetings do not waive the Union's ability to utilize the grievance procedure under Article 20 as deemed necessary.

This LOU may be amended as agreed upon by the parties and will expire with the current collective agreement.