

**COLLECTIVE AGREEMENT**

**BETWEEN**

**FINNING INTERNATIONAL INC.**

**AND THE**

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



**Effective May 1, 2002 to April 30, 2005**

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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 Bargaining Agent under Alberta Labour Relations Board Certificate Number 420-2002 for the following:

"All Employees except office, clerical, sales and security personnel."

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

"All Employees of Finning (Canada) A Division of Finning International Inc. 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 Executive Officers of the Union 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 while absent on approved leave or while covered by Worker's Compensation or Long Term Disability benefits for a period of up to twenty-four (24) months, except where the prognosis of the Employee suggests his/her return to the workplace is imminent and therefore he/she shall not be terminated from employment, except that layoff due to lack of work is excluded from this provision.
- 2.04 An Employee who has become incapacitated by injury or illness which causes him/her to be unable to perform his/her present job will be given preference for a position for which he/she can do or can reasonably be trained to do. Upon return, if the Employee does not work in the position he/she held prior to the injury or illness, the wage will be protected for one year. After one year the person will be paid the wage rate for the position assigned and worked.
- 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.
- 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 and the amount and purpose of each deduction.

### **ARTICLE 4 - SENIORITY**

- 4.01 A current seniority list by layoff classification per branch will be provided to the Union monthly upon request.
- 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 ninety (90) days has elapsed since the date of transfer shall be classified no higher than the "A" wage rate of any category.
- 4.04 Seniority shall be held only in the Branch where the Employee is currently employed. However, if an Employee transfers to another Branch seniority shall be retained from the date of hire. For the purpose of this Agreement, a Branch is defined as one or more places of business operated by the Employer in a geographical locality or municipality.

4.05 **Permanent Employees:** shall serve a probationary period of ninety (90) consecutive calendar days. Seniority shall become effective when an Employee completes the probationary period and shall be dated retroactively to the date of hire. Continuous Shift Employees will serve 512 hours as probationary period when on 12 hour days.

**Permanent Part Time Employees:** 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 20 hours per week, will receive full benefit coverage upon employee request. The Employee agrees to share the premiums on a 50% Employer and a 50% Employee basis.

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

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

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

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

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

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

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

Seniority will be maintained but not accumulated during an authorized leave of absence.

If an Employee transfers to a position outside of the bargaining unit, seniority shall be maintained but not accumulated.

4.06b Seniority shall be broken by:

- (a) voluntarily quitting the job.
- (b) over-extending an authorized leave-of-absence.
- (c) discharged for just cause.
- (d) if an Employee fails to return to work within two (2) weeks notice requiring him/her to do so following layoff.

4.07 Seniority shall be considered to end when an Employee has been discharged or voluntarily leaves the service of the Employer, or has been laid off for a period exceeding fifteen (15) months. In the event it is found that an Employee is wrongfully discharged, that Employee shall not suffer any loss of seniority if reinstated.

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

#### **ARTICLE 5 - VACANCIES, POSTINGS, PROMOTION AND LAY-OFF**

- 5.01 Where a vacancy occurs or a new job is created, notice will be posted on bulletin boards, Intranet and Internet sites for a minimum of five (5) working days. The notice shall set out the job classification, location and qualification required. When the manpower level is not being increased, a posting will include the notation "Restricted to applicants from within the Branch."

(NOTE: The company is going to run pilots of computer kiosks in three branches in 2002. This will allow employees access to posting information, benefit information, etc. Postings will be placed on the Finning(Canada) Internet site.)

- 5.02 Applications for vacancies shall be directed to the Human Resources Department via the applicant's immediate Supervisor, or via the Service Clerk. The Employer may reject an application for a posting to another Branch from an Employee who has less than one (1) year seniority or from an Employee who was transferred less than one (1) year prior to the posting.
- 5.03 Where reasonably possible applicants will be notified of their application status, so that applicants may have an opportunity to bid for any other vacancy that may occur pending award of the original vacancy.
- 5.04 When no suitable applicant is found within the Branch where the vacancy occurs, the position may be awarded to an applicant from another Branch or to an outside applicant.
- 5.05 In filling new positions or vacancies, including promotions, the job shall be filled on the basis of seniority, training, experience, and the ability to perform the duties required for the position.
- 5.06 Lay-off criteria will be in reverse order to seniority, which means the least senior Employee of a classification in a Branch affected will be laid-off first, except as noted herein.
- 5.07 Employees in the Edmonton and Calgary Power Systems Divisions, and Used Parts Division will be separated from the main shops for the purpose of lay-off.
- 5.08 Recall of laid off Employees will be carried out in order of seniority. The most senior Employee of a classification in a Branch affected shall be recalled first by means of telephone contact and a letter. Where an Employee is not contacted by telephone, a registered letter shall be sent to their last known address. The Employee must respond within seven (7) postal days from the date such letter is mailed.
- 5.09 The mandatory recall period will be effective for twelve (12) months following layoff. Anyone recalled selectively between the three hundred and sixty-sixth (366th) day and fifteen (15) months after layoff shall also have their original seniority reinstated and will be entitled to benefits accordingly.
- 5.10 Providing an Employee is not working, Alberta Health Care premium sharing and Extended Health Insurance benefits found in clause 15.01, will be provided to the laid off Employee for up to four (4) months on the same premium share/pay basis.

- 5.10a In the event that the layoff continues beyond the provision in 5.10, above, employees may continue their medical coverage by prepaying the entire costs of their Alberta Health and Extended Health Insurance premiums for eight (8) additional months. If the employee returns to work on a permanent basis during the one-year period they may claim a refund for the over paid amount.
- 5.11 Job classifications for the purpose of layoffs, and job transfers allowed within those classifications due to a lack of work, are identified in Schedule "B" which is attached hereto.
- 5.12 If there are no Employees on lay-off status at a Branch where a vacancy occurs Employees on lay-off status at other Branches will be given an opportunity to fill the vacancy, provided the Employee has the qualifications and demonstrated ability to perform the job (of which the Employer shall be the sole judge), before the Employer hires from outside.
- 5.13 When business conditions exist, an Employee on layoff may be recalled to perform work for a short term or temporary nature. The nature and duration of the work will be discussed with the Employee prior to the Employee returning to work.

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

5.14 **BRANCH CLOSURE**

- (A) Employer will advise Union Executive
- (B) Employer will advise affected Employees.
- (C) Employer will advise all other branches.
- (D) Employer will make a reasonable effort to place affected Employees in vacancies in other Branches within their job classification.
- (E) The Union will waive the posting requirements of this collective agreement for any affected Employees of the Branch that closed.

5.15 **Temporary Transfers**

Any active Employee who accepts a temporary transfer to another branch will receive transportation, travel time at applicable rates, meals and accommodation for the duration of the assignment. The living expenses, hours of work and rates of pay will be discussed and agreed to 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.

Employees that are temporarily transferred to a branch that has a continuous shift schedule will be placed on the shift schedule of that branch and will receive the appropriate branch wages. If Employees are required to work upon return to their home branch it will be at overtime rates, as required.

**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 The Employer agrees to notify and meet with the Union before making a change in the normal hours of work or shift rotation schedules, and further agrees that seven (7) days notice shall precede the effective date of any changes. Establishment of a new or different shift which requires modification or signing-off of any provision in this Agreement shall be subject to mutual agreement between the Union and the Employer. The Union will reasonably consider all requests by the Employer to add new or different shifts.
- 6.03 The normal workday consists of eight (8) hours, and the normal workweek consists of forty (40) hours, Monday through Friday. Hours worked in excess of eight (8) hours per day or forty (40) hours per week will be paid at the overtime rate of one and a half (1.5) times the regular hourly rate, unless the Employee is working on an approved shift in excess of those hours. Overtime hours worked on Sunday and General Holidays will be paid at two (2) times the regular hourly rate, unless the Employee is working on an approved shift on those days. (For Employees working on continuous shift see Letter of Understanding).
- 6.04 A day shift shall be considered any shift commencing between the hours of 6:00 AM and 11:00 AM; an afternoon shift will be any shift commencing between the hours of 11:01 AM and 5:00 PM. The ratio of day shift versus afternoon shift worked shall be no less than 2 to 1, respectively, wherever possible.
- 6.05 The hours of work shall be consecutive with the exception of a ten (10) minute rest break during the first four (4) hours of the shift, an unpaid lunch break not to exceed one (1) hour, and a ten (10) minute rest break during the last four (4) hours of the shift. Lunch breaks are paid when on 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 ten (10) minute rest break adjacent to the shift.
- 6.07 When overtime work of two (2) hours or more is to be performed, immediately before or after a regular shift, the Employee shall be given a ten (10) minute rest break adjacent to the shift and is entitled to a sandwich and beverage without charge.
- 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. Where practical the Employee will be provided a meal and beverage without charge and if not practical or possible the Employee will be eligible to claim \$15.00. The Employee will also be given a fifteen (15) minute paid rest break and a beverage after each consecutive two (2) hours of overtime work.
- 6.09 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 branch or division.
- 6.10 Unscheduled call-in at the end of a regularly scheduled work day 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.

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

B) 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.

C) 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.

D) 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 and the Employer, the Employee shall receive standby pay at \$5.00 per hour for each hour of standby.

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

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

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

#### 6.14 **TRAINING**

Any travel time for required training will be paid at straight time rates. Any appropriate expenses incurred to travel to and attend training courses will be reimbursed by the Employer.

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

7.01 Where an Employee is not regularly scheduled to work Saturday, the rate of pay for work performed on such days shall be one and a half (1.5) times the regular hourly rate. Where an Employee is not regularly scheduled to work Sunday, the rate of pay for work performed on such days shall be two (2) times the regular hourly rate.

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

Holidays will be observed on the following dates:

8.01 statutory holiday schedule

	<u>2002/2003</u>	<u>2003/2004</u>	<u>2004/2005</u>
Victoria Day	May 20(M)	May 19(M)	May 17(M)
Canada Day	July 1(M)	July 1 (T)	July 1 (Th)
Citizens Day	August 5 (M)	August 4(M)	August 2(M)
Labour Day	Sept. 2 (M)	Sept.1(M)	Sept. 6(M)
Thanksgiving	October 14(M)	October 13(M)	Oct.11 (M)
Remembrance	Nov.11(M)	Nov. 11(T)	Nov. 11(Th)
Christmas Eve	Dec. 24(T)	Dec. 24(W)	Dec. 24(F)
Christmas Day	Dec.25(W)	Dec. 25 (Th)	Dec. 27(M)
Boxing Day	Dec 26(Th)	Dec. 26(F)	Dec. 28(T)
New Years Day	Jan. 1/03(W)	Jan.1/04(Th)	Jan. 3/05(M)
Family Day	Feb. 17/03(M)	Feb. 16/04(M)	Feb.21/05(M)
Good Friday	April 18/03(F)	April 9/04(F)	March 25/05(F)

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 has been approved for the date preceding and/or following the Holiday. Such leave must be approved in advance of the Holiday by the Employee's Supervisor.

8.04 A limited banking of overtime hours will be permitted. The terms and conditions of this will be covered in a letter of understanding between the Employer and the Union.

**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 Preference for vacation shall be based on seniority, provided that in order to maintain an efficient Branch the Employer may change scheduling of vacation periods if necessary.

- 9.03 During the months 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.

Vacation requests submitted prior to April 15th of the current vacation year will be governed by seniority preference. Requests after April 15th will be considered on a first come first serve basis.

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

- 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 follows:

<b>Employment Period</b>	<b>Vacation Entitlement</b>	
1 year or more	2 weeks	4.0% of gross earnings
2 years or more	3 weeks	6.0% of gross earnings
7 years or more	4 weeks	8.0% of gross earnings
14 years or more	5 weeks	10.0% of gross earnings
19 years or more	6 weeks	12.0% of gross earnings

The following schedule is effective May 1, 2004:

26 years of service	6 weeks plus 1 day	12.4% of gross earnings
27 years of service	6 weeks plus 2 days	12.8% of gross earnings
28 years of service	6 weeks plus 3 days	13.2% of gross earnings
29 years of service	6 weeks plus 4 days	13.6% of gross earnings
30 years of service or more	7 weeks	14.0% of gross earnings

- 9.06 Where an Employee is absent from work for any reason, other than STD, LTD, Maternity/Paternity Leave or WCB, for a period exceeding ninety (90) consecutive days, vacation credit accumulation will cease between the ninety first (91) day to the date when the Employee returns to work. Employees who are off work on STD, LTD, Maternity/Paternity Leave or WCB will continue vacation credit accumulation for up to one year only.

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

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

**Definition: Gross Wages**

For the purpose of this agreement, gross wages will mean all straight time pay, overtime pay, (including that banked), vacation pay (including vacation adjustment), premiums, shift differentials, field pay, regional wage adjustment, holiday pay, call in and standby.

**ARTICLE 10 - APPRENTICESHIP ASSISTANCE**

- 10.01 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. UIC cheques will be assigned to the Employer. 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 company for up to \$250/ week to assist in covering living and city travel and weekend expenses while the apprentice attends school. The apprentice needs to provide receipts and the apprentice's manager must approve the expense report.
- 10.02 Pay rates applying to the four year apprenticeship program will be: 60% first year; 70% second year; 80 % third year; 90% fourth year; of the Journeyperson "A" rate. For a three year program the applicable rates will be: 65% first year; 75% second year; 85% third year of the Journeyperson "A" rate. 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.
- 10.03 An apprentice having served his/her required time and having passed government examinations will be classified as Journeyperson "A".

**ARTICLE 11 - GENERAL PROVISIONS**

- 11.01 It is agreed between the parties hereto that, except as provided herein, time off shall not be given in lieu of overtime unless in the discretion of the Employer it is deemed necessary or advisable to do so and the Employee agrees.
- 11.02 Without limiting the Union's recognition of Management as found in Clause 14 hereof, the Employer agrees that no member of the Union shall be in a position to exercise any function of management relating to discipline or discharge of any Employee.
- 11.03 Foremen, 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) Coveralls will be supplied and cleaned without charge to those who normally wear coveralls. There will be sufficient number to insure 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 sixty (60) days prior to and still employed on date of issue, two (2) pairs of uniforms will be issued in May and one (1) pair in November.

- (D) Field servicepersons will be provided without charge three pairs of arctic coveralls and cold weather protective gloves. Replacement coveralls and gloves will be supplied upon surrender of an unserviceable pair of coveralls and gloves.
  - (E) Arctic coveralls and cold weather protective gloves will be available in each branch for other servicepersons on temporary field assignments.
  - (F) Welders will be provided, without charge, protective gloves. Replacement will require surrender of unserviceable gloves.
- 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 and cold weather protective gloves will be available for 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 an (\$105.00 (upon ratification); May 1, 2003, \$110.00; May 1, 2004, \$115.00) 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.
- 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 Branch personnel file with their Supervisor on an annual basis. Any disciplinary notice older than one (1) year will be removed from the file provided there has been no further discipline imposed during the period.
- 11.09 A tool allowance will be paid to Employees in the groups listed below:

Field person	\$550.00
Mechanics/Apprentices	\$550.00
Benchhands (CRC GF Prod. Mech)	\$285.00
Machinist/ Welders/apprentices	\$125.00
Licensed maintenance persons	\$125.00
CRC GF Production Specialist	\$400.00
Component Rebuild Prod. Helpers	\$125.00

This will be provided to employees through the payroll effective May 1 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 the three- (3) month probationary period.

Once air tools are repaired or replaced the Employee will take their personal air tools home and the Employer will supply an Employer owned tool. If required for business purposes, the Employee may bring their own personal air tool to work. Prior to the Employee bringing in their own air tool, they must have management approval. Employees responsible for tools provided by the Company, must ensure that the tools are returned to the Company in event of layoff or termination.

- 11.10 Employees called for jury duty or as a Crown 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 -30 Celsius adequate protection and some form of heat will be provided to Employees. Both the Employer and Employee agree to cooperate to make certain the work can be completed in a safe and timely manner.
- 11.12 Employees will submit expense reports 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.

#### **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 The Employer and the Union agree 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, sex, age, marital status, ancestry, or place of origin of that person, or to a person having a mental or physical handicap.

#### **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.

5% general increase -effective May 1, 2002

4% general increase - effective May 1, 2003

4% general increase - effective May 1, 2004

- 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 and negotiate a rate of pay for such work.
- 13.03 The Employer agrees to hold job discussions twice annually prior to January 1st and July 1st for all Employees who are covered by this Agreement and are Class "B" rate in any category.
- 13.04 The job discussion will consist of an evaluation of the Employee's performance and a personal interview with the Department Supervisor. The Supervisor conducting the interview shall state, in writing, on the job discussion form, the developmental action required of the Employee to attain the Class "A" rate. An Employee not satisfied with the results of the interview may discuss the matter with the next level Supervisor or Manager.