

COLLECTIVE AGREEMENT

BY AND BETWEEN:

WESTERRA EQUIPMENT LIMITED PARTNERSHIP (Abbotsford)

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

DURATION: APRIL 26, 2022 TO APRIL 25, 2025

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COLLECTIVE AGREEMENT BY AND BETWEEN:

WESTERRA EQUIPMENT LIMITED PARTNERSHIP(Abbotsford)

(hereinafter referred to as the "Company")

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

(hereinafter referred to as the "Union")

(hereinafter referred to as the "Parties")

ARTICLE 1: OBJECTIVES

- 1.01 The objectives of this Collective Agreement are to maintain a harmonious relationship between the Company and its employees; to provide an amicable and equitable method of settling grievances or differences which might possibly arise; to maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Collective Agreement.

ARTICLE 2: BARGAINING AGENCY

- 2.01 The Company recognizes and agrees that the Union is the sole bargaining agent and representative for all employees, except office/clerical, sales and service writers at and from 3349 Mount Lehman Road, Abbotsford, BC.

This Collective Agreement will be binding on the Company and the Union and their respective successors, administrators, executors and assigns and on each employee.

ARTICLE 3: UNION SECURITY

- 3.01 UNION SECURITY:

Each employee covered by this Collective Agreement will, as a condition of employment and/or continued employment become and remain a Union member in good standing for the duration of this Collective Agreement or for the duration of their employment with the Company, whichever is shorter.

On the date the employee commences employment with the Company, the Company will introduce each new employee to the Lead Shop Steward as soon as possible. The Company will on the date of hire hand the employee a Union Membership Application card, dues deduction card, Company Health and Welfare enrollment form and Operating Engineers' Pension enrollment form. The employee will complete said cards/forms and return them to the Company. The Company will then submit the completed Union

Membership application card and Pension enrollment form to the Union office and will retain the dues deduction card on the employee's file.

The Union will have the exclusive right to determine who is a member in good standing. Should an employee at any time cease to be a member in good standing of the Union, the Company will, upon notification in writing from the Union, discharge such employee forthwith. The Union will indemnify the Company for such actions when in accordance with Union instructions.

3.02 CHECK-OFF:

The Company will submit a check-off list containing the names and social insurance numbers of each employee. The Company will deduct such fees and dues as instructed by the Union from each new employee's first payroll cheque after completion of six (6) days of work in a calendar month and add that employee's name and the said amount to the next applicable check-off; if that month's check-off has been remitted, it will be added to the following month's check-off and shown as the previous month worked. The Union will indemnify the Company for such remissions and deductions when in accordance with Union instruction.

3.03 AMOUNTS DEDUCTED:

Union dues, initiation fees, defense fund or any other assessments as authorized by the Union deducted under this provision or other check-off provisions in the Collective Agreement will be remitted to the Union not later than the fifteenth (15th) of the month following the month in which such check-off applies.

3.04 Upon receiving one (1) months' notice from the Union, by registered mail, of a change in the fees and dues charged by the Union to its members, the Company will make deductions in accordance to the notice, effective the date given. The Union will indemnify the Company for all such deductions and remissions when in accordance with Union instructions.

3.05 SUPERVISORS AND OFFICE PERSONNEL DO NOT WORK:

The Company agrees that its management employees, office personnel and service writers will not perform work regularly performed by employees in the bargaining unit. However, the nature of the Company's operation may require management employees to perform bargaining unit work from time to time. Such work will not result in the layoff of a bargaining unit member.

3.06 SUB-CONTRACTING:

If Sub-Contracting takes place, no employee from the bargaining unit will be displaced, laid-off or continue to be laid off as a result of Sub-Contracting.

The Company and the Union will meet semi-annually to discuss problems regarding sub-contracting.

ARTICLE 4: MANAGEMENT RIGHTS

The Union recognizes and agrees that:

- 4.01 The management and operation of the business and the direction of the working forces are vested exclusively in the Company.
- 4.02 The Company has and will retain the right to select its employees, to hire, classify, promote, demote or discipline them and discharge employees for just cause, subject to the grievance procedure in Article 7.
- 4.03 **DISCRIMINATION PROHIBITED:**

The Company agrees that it will not act in a manner that is arbitrary, discriminatory or in bad faith in the exercise of its management rights. The Parties further agree that there will be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in any matter by reason of race, creed, colour, age, sex, marital status, or family relationship. The Company agrees that the British Columbia *Human Rights Code*, RSBC 1996, c. 210, will be incorporated into this Collective Agreement.

ARTICLE 5: HOURS OF WORK AND POSTED SHIFTS

- 5.01 The Company will endeavour to maintain consistent start times.
- 5.02 **MONDAY TO FRIDAY:**
 - (a) The work day will consist of eight (8) hours worked within eight and one-half (8-1/2) hours.
 - (b) The work day will commence between 6:00 AM and 10:00 AM.
 - (c) The work week will consist of forty (40) hours, Monday to Friday.
- 5.03 **TUESDAY TO SATURDAY:**
 - (a) The work day will consist of eight (8) hours worked within eight and one-half (8-1/2) hours.
 - (b) The work day will commence between 6:00 AM and 10:00 AM.
 - (c) The work week will consist of forty (40) hours, Tuesday to Saturday
 - (d) If business conditions warrant, a Tuesday to Saturday work week may be established. The Union will be advised of such action prior to the commencement of such a shift.
 - (e) Staffing for the Tuesday to Saturday work week will first be on a voluntary basis, with the most senior qualified volunteers being given preference,
 - (f) If there are not sufficient qualified volunteers to fill the shift, junior qualified employees will be required to work this shift.

5.04 FOUR (4) DAY WORK WEEK:

- (a) The work day will consist of ten (10) hours worked within ten and one-half (10-1/2) hours.
- (b) The work day will commence between 6:00 AM and 10:00 AM on four (4) consecutive days,
- (c) The work week will consist of forty (40) hours.
- (d) If business conditions warrant, a four (4) consecutive day work week may be established by the Company. The Union will be advised of such action prior to the commencement of such a shift.
- (e) Staffing for the four (4) day work week will be first be on a voluntary basis, with the most senior qualified volunteers being given preference.
- (f) If there are not sufficient qualified volunteers to fill the shift, junior qualified employees will be required to work this shift.

5.05 ADDITIONAL SHIFT:

If business conditions warrant any additional shift(s) or change in shift structure, the Union and the Company will meet to discuss the terms and conditions of the additional shift(s) and/or shift structure.

5.06 WORKDAY GUARANTEE:

An employee reporting for work will be guaranteed the hours normally scheduled for the employee's shift, or pay equivalent thereto. If there are insufficient hours of work available at the employee's regular job, the employee will perform such other work as may be assigned to the employee. This Article will only apply once each day and only apply to an employee's regular shift.

5.07 LUNCH PERIOD:

Each shift will have a half hour un-paid lunch period at mid-shift or other time determined by the Company and the Union.

5.08 REST PERIODS:

An employee will be granted two (2) paid fifteen (15) minute breaks during the course of each shift- one (1) in each half (1/2) of the shift.

5.09 FAILURE TO PROVIDE WORK:

When no work is provided for an employee on their posted shift, they will receive a minimum of four (4) hours at the employee's classified hourly rate of pay or offered alternative work subject to Article 5.06.

5.10 CALL TO WORK ON A SCHEDULED DAY OFF:

An employee called to work on a scheduled day off will receive a minimum of four (4) hours' at the employee's classified hourly rate of pay at the applicable overtime rate.

5.11 CONSTRUCTION FIELD SERVICE TECHNICIAN ON-CALL:

It is understood that Construction Field Service Technicians (CFST) will have to respond to emergency and after hours' service calls, it will be structured as follows;

- (a) Each CFST will be assigned a rotating two (2) week block that they will be responsible for after hour and emergency calls.
- (b) Each CFST will be paid one hundred and forty dollars (\$140.00) for their two (2) week block on the following pay period.
- (c) When work has commenced ("key to key") the CFST will be paid a minimum of four (4) hours at the employee's classified hourly rate of pay at the applicable overtime rate.

ARTICLE 6: OVERTIME AND PREMIUMS

6.01 OVERTIME:

- (a) All hours worked outside of the scheduled shift hours, and outside the work week will be considered overtime.
- (b) For eight (8) hour shifts, overtime will be paid at one and one-half (1-1/2) times the employee's classified hourly rate of pay for first three (3) hours of overtime beyond the employees posted work day, and at two (2) times the employee's classified hourly rate of pay for all hours thereafter.
- (c) For ten (10) hour shifts, overtime will be paid at one and one-half (1-1/2) times the employee's classified hourly rate of pay for the first two (2) hour of overtime beyond the employees posted work day, and at two (2) times the employee's classified hourly rate of pay for all hours thereafter.

6.02 CONTINUING CURRENT WORK:

When it becomes necessary to work overtime to complete work on a current job, overtime will be allocated in the following order:

- (a) Overtime will first be offered to the employee who was performing the work during their posted work hours.
 - (i) If the required overtime is less than two (2) hours, the employee will perform the required overtime work unless the employee has a legitimate or sufficient reason not to complete the work.

- (ii) If an employee cannot complete work on a current job, the overtime will be allocated to the next senior employee with the qualifications, skill and ability to perform the work and who is readily available.
- (b) All overtime involving the continuation of current work will be subject to Article 6.03 when the required overtime is deemed to be more than two (2) hours or there are no senior employees who are readily available to continue the work.

6.03 OVERTIME DISTRIBUTION:

All overtime will be offered in seniority order by qualifications, skill and ability on a voluntary basis subject to Article 6.02 (a) (i). Where there are no volunteers, the overtime will be assigned to the most junior employee who possesses the qualifications, skill and ability to perform the work.

6.04 OVERTIME-CALCULATION OF:

When an employee works overtime, the employee's time worked will be calculated on a fifteen (15) minute unit basis. If an employee works any part of a fifteen (15) minute unit, the employee will receive credit for time worked for that full fifteen (15) minute unit.

6.05 OVERTIME MEAL:

- (a) Employees on five (5) day shifts who work beyond ten (10) hours per day will receive a fifteen (15) minute paid break at the applicable overtime rate, and fifteen dollars (\$15.00) for a meal, and for each four (4) hours worked thereafter.
- (b) Employees on four (4) day shifts who work beyond twelve (12) hours per day will receive a fifteen (15) minute paid break at the applicable overtime rate, and fifteen dollars (\$15.00) for a meal, and for each four (4) hours worked thereafter.

6.06 REST BETWEEN SHIFTS:

It is intended that every employee should have eight (8) hours' rest between shifts. In the event that an employee is recalled to work before such eight (8) full hours' elapse, the employee will be paid the established overtime rates for work performed after recall. No employee will be permitted to resume work on their own accord until eight (8) full hours have elapsed.

6.07 WORK BEFORE POSTED SHIFT:

Employees called in before their posted starting time will be paid at employee's applicable overtime rate for time worked prior to their posted starting time.

6.08 WORK AFTER POSTED SHIFT:

Employees called back to work after their posted shift will receive a minimum of two (2) hours' at the employee's classified hourly rate of pay at the applicable overtime rate.

6.09 WORK THROUGH ESTABLISHED LUNCH PERIOD:

Where an employee elects to work through the employee's established lunch period, and has the Company's approval, such employee will be paid the applicable overtime rate. The employee may request to be allowed to leave work one-half (1/2) hour early, and if granted, the overtime will not be paid.

6.10 WORK ON SCHEDULED DAYS OFF & GENERAL HOLIDAYS:

Employees will receive one and one-half (1-1/2) times the employees classified hourly rate of pay for the first eleven (11) hours worked on a scheduled day off, and two (2) times the employees classified hourly rate of pay thereafter.

6.11 PREPARATION TIME:

The Company will pay one (1) hour personal preparation time to employees being sent on out-of-town jobs for a period of overnight or longer at one and one-half (1-1/2) times the employee's classified hourly rate of pay. This will not be paid if an employee prepares for a trip during their normal working hours or if the employee has had a minimum of twenty-four (24) hours' notice that they will be going out-of-town.

ARTICLE 7: GRIEVANCE PROCEDURE AND ARBITRATION

- 7.01 Should a dispute arise between the Company and an employee or the Union as an entity regarding the interpretation, application, operation or any alleged violation of this Collective Agreement, including any question as to whether any matter is subject to the Arbitration process, it will be resolved in the following procedural manner:

STEP A - The employee or the Union, together with such person or persons as the employee or the Union may wish, will take the matter up with the Company within twenty (20) calendar days. If the matter is not resolved, it will be submitted as a written grievance.

STEP B - Should a solution not be reached by Step A, then a Business Representative of the Union, accompanied by the employee if the employee or Business Representative so wish, will discuss the matter with the Company. If a solution is reached, this will be final.

- 7.02 If the procedures set forth in Article 7.01, Step A and Step B do not result in a solution being reached, the dispute may be referred to Arbitration.

- 7.03 The request must be made in writing to the other Party within seven (7) working days or such further period as is mutually agreed upon by the Company and the Union. At this time, both Parties will attempt to come to an agreement on selecting a single Arbitrator.

In the event the Parties are unable to agree on a single Arbitrator, the Minister of Labour of British Columbia will be asked to appoint an Arbitrator.

- 7.04 The Arbitrator will have the right to modify any penalty imposed by the Company on an employee. The Arbitrator will be limited to interpretation and application of this Collective Agreement in any of its particulars' and any decision rendered within the scope of such limitations will be final and binding on the Parties to this Collective Agreement.

Furthermore, the Arbitrator will have no authority to alter any of the terms of this Collective Agreement.

- 7.05 The expenses and remuneration of the Arbitrator will be paid by the Parties in equal shares.
- 7.06 The Parties agree that timelines in this Article may be extended by mutual agreement, such a request will not be unreasonably denied by either Party. If the timeline is exceeded without mutual agreement by the Parties, the grievance will be considered abandoned.

ARTICLE 8: SENIORITY

8.01 SENIORITY LIST:

The Company will at least once every six (6) months, post in a conspicuous place on its premises an up-to-date list of all employees covered by this Collective Agreement showing the date when each commenced their employment with the Company. The Company will forward to the Union a copy of each list on the date of its posting.

8.02 PROBATIONARY PERIOD:

- (a) When a new employee is hired, it is agreed that the employee will be on probation for one hundred and eighty (180) calendar days and during this period seniority will not be applicable. When the probationary period is completed, seniority will commence from the date of hiring.
- (b) The Parties agree that if the Company requests a further thirty (30) calendar day extension the Business Representative will be contacted and the Union will not unreasonably reject such request.

8.03 LAY-OFFS AND BUMPING RIGHTS:

- (a) In the event of lay-offs, seniority will be recognized. The principle of last person on, first person off, will prevail, subject to qualifications, skill and ability. The Company will give at least forty-eight (48) hours' notice or pay in lieu of notice of layoff.
- (b) In accordance with Article 8.03(a), an employee laid off will be given the opportunity to bump the most junior employee in a lower classification, provided the senior employee has the qualifications, skill and abilities to immediately perform the work.

Employees who bump to another position will be paid at the classified hourly rate of pay for the new position.

Employees who bump under this Article will have the right to reinstatement in their former position when such a position becomes available. This available position will not be posted and the employee will be reinstated in their former position.

- (c) The Company will have the right to terminate an employee who is on lay-off and has taken alternate employment with a direct competitor unless written permission has been received from the Company.

8.04 SENIORITY RETENTION:

- (a) A laid-off employee will retain their seniority and recall rights with the Company for six (6) months after the date of lay-off.
- (b) If a laid-off employee is called back to work with the Company within the employee's right to recall period, there will be deemed to have been no break in such an employee's continuous service with the Company by reason of such lay-off.

8.05 LAY-OFF RE-CALL:

- (a) When vacancies occur, the Company will rehire laid-off employees according to their seniority and the principle of last person off, first person on, will prevail, subject to their classification, qualifications, skill and abilities.
- (b) The Company will contact laid-off employees, by email, mail or telephone at the address or at the telephone numbers supplied by the employee.
- (c) Failing to respond within three (3) working days of being notified of recall may result in termination of employment unless the employee can prove that their failure to respond was due to circumstances beyond their control.
- (d) It will be the responsibility of the employee to keep the Company and the Union informed of their current address and telephone number while laid-off.

ARTICLE 9: VACATIONS

Employees will be paid Vacation pay, as the case may be, four percent (4%), six percent (6%), eight percent (8%), or ten percent (10%) of their gross earnings for the work year immediately preceding the Vacation period.

- 9.01 Employees will receive Vacations and be paid for the Vacation in accordance with the following schedule:

Years of Service Completed	Vacation Earned
Less than 1 year: 1 day off per month worked (max. 10 working days)	4%
1 year but less than 2 Years	2 Weeks 4%
2 years but less than 9 Years	3 Weeks 6%
9 years but less than 20 Years	4 Weeks 8%
20 years and over	5 Weeks 10%

9.02 VACATION YEAR:

An employee's anniversary of employment date will govern their attainment of Vacation Year and entitlement.

9.03 VACATION ENTITLEMENT:

In any year of continuous service that an employee becomes entitled to an additional week of Vacation, the employee will be entitled to take the additional week of Vacation subject to Article 9.04.

9.04 VACATION SCHEDULING:

- (a) On or before November 15th of each year, the Company will start taking requests for next year's Vacation allotment for the period of January 1st to December 31st.
- (b) All requests for Vacations submitted before November 30th will be awarded by seniority. All Vacation requests after November 30th will be first come, first serve. The approved and assigned Vacation schedule will be posted no later than December 15th.
- (c) Employees who fail to request their Vacation time by November 30th will receive their Vacation entitlement only during those periods not already allotted.
- (d) For Vacations which are requested after November 30th, the Company will give approval or denial within five (5) working days after receiving the request. And, the posted Vacation schedule will be updated as it changes.
- (e) If no requests for Vacations is submitted by the employee by December 31st in the current Vacation year, the Company will pay out the owed Vacation pay to the employee by the first pay period of the next year.

9.05 VACATIONS - SCHEDULE CHANGE:

An employee's scheduled Vacation period will not be changed by the Company except in extraordinary circumstances without the consent of the employee concerned. An employee may change or cancel a scheduled Vacation period subject to Article 9.04.

9.06 VACATIONS REQUIREMENT TO TAKE:

Each employee, with the exception of those employees who have not attended work due to a WorkSafeBC claim, graduated return to work (GRTW), Employment Insurance (EI) claim, Weekly Indemnity (WI) or an authorized Leave of Absence will be required to take a minimum of two (2) weeks' Vacation each Vacation year that the employee is entitled to under the Articles of this Collective Agreement.

An employee's Vacation pay and the employees Vacation entitlement cannot be carried over from one (1) year to another unless the employee receives prior approval from management.

9.07 VACATION PAY PAYOUT:

Employees will be paid all Vacation pay that remains unpaid on the first pay period following the anniversary date of the employee's Vacation year, as identified in Article 9.02, that immediately precedes the Vacation period.

9.08 VACATION PAY ON TERMINATION:

In the event of termination of service with the Company after an employee had their Vacation they earned for the previous year, the employee will receive as Vacation pay four percent (4%), six percent (6%), eight percent (8%) or ten percent (10%), as the case may be of the employee's gross earnings earned in the year in which the employee ends their employment for which no Vacation has been paid.

9.09 VACATION PAY - STATEMENT OF:

The Company will provide the employee with an electronic statement showing the period for which the employee is receiving their Vacation pay, how the Vacation pay was calculated, and will include gross wages including Vacation pay paid and/or anything of a monetary value on which the employee has to pay income tax. The employee will receive this amount by direct deposit.

ARTICLE 10: GENERAL HOLIDAYS

10.01 The Company will give to each employee General Holiday with pay on each of the designated General Holidays. For each such General Holiday an employee will be paid not less than the equivalent of the wages the employee would have earned at the employee's classified hourly rate of pay for their normal hours of work. An employee will receive such General Holiday pay even if the General Holiday falls on a Saturday, Sunday or an employee's weekly day off. The designated General Holidays will be:

- | | |
|-------------------|---------------------|
| 1. New Year's Day | 7. B.C. Day |
| 2. Family Day | 8. Labour Day |
| 3. Good Friday | 9. Thanksgiving Day |
| 4. Easter Monday | 10. Remembrance Day |
| 5. Victoria Day | 11. Christmas Day |
| 6. Canada Day | 12. Boxing Day |

and any other holiday legislated by the Provincial Government will be paid for.

10.02 GENERAL HOLIDAY - SATURDAY AND SUNDAY:

When a General Holiday falls on a Saturday or on a Sunday then the next work day will be observed as the General Holiday. If Christmas Day and Boxing Day fall on a Saturday and on a Sunday, respectively, then the next two (2) work days will be observed as General Holidays.

10.03 GENERAL HOLIDAY PAY WILL BE PAID:

Without limiting the general application of Article 10.01 but subject to the provisions contained herein, General Holiday pay provisions will prevail:

- (a) Where an employee is off work due to any circumstance for which the employee is eligible to receive compensation under *Workers' Compensation Act*, RSBC 2019, c. 1, provided such employee has earned wages from the Company during the fourteen (14) calendar days immediately preceding the General Holiday.

Where an employee is receiving compensation under the *Workers' Compensation Act*, RSBC 2019, c. 1, regulations the employee will not receive any General Holiday pay.

- (b) Where an employee is off work due to sickness, quarantine, or an accident provided such an employee has earned wages from the Company during the fourteen (14) calendar days immediately preceding the holiday. If the Company so requests, a Medical Professional's certificate will be submitted as proof of disability.
- (c) Where an employee is laid off or is on an approved Leave of Absence provided such an employee has earned wages from the Company during the fourteen (14) calendar days immediately preceding the week in which the General Holiday occurs.
- (d) Where an employee is off work due to a death in the immediate family or is acting as a juror or witness as provided elsewhere in this Collective Agreement.
- (e) Where an employee works any part of a General Holiday.
- (f) Where the employee works their scheduled day immediately preceding a General Holiday and works their scheduled day immediately following the General Holiday.

10.04 GENERAL HOLIDAY - DURING VACATION:

When a General Holiday falls within an employee's scheduled Vacation, the employee will receive the pay for the shift(s) for the General Holiday(s) in addition to the employee's Vacation pay, or a day(s) off with pay in conjunction with the employee's Vacation.

- 10.05 When an employee works on a General Holiday, they will receive one and one-half (1-1/2) times the employee's classified hourly rate of pay for the first eleven (11) hours worked, and two (2) times the employee's classified hourly rate of pay thereafter. This will be in addition to any General Holiday pay an employee may be entitled to under other provisions of this Collective Agreement.

ARTICLE 11: WAGES

11.01 The Company will remunerate an employee at the wage rate applicable to the job classification that such an employee is employed in. The job classification and applicable wage rates will be those agreed upon and set out in Appendix "A", attached hereto, and forming part of this Collective Agreement.

11.02 (a) **PAY STATEMENT:** The Company will issue to each employee an itemized electronic statement with each pay showing separately the number of straight time hours worked and the number of overtime hours worked and the respective hourly rates applicable thereon. The statement will also show the total wages for the pay period and the total deductions therefrom. The statement will also include the Vacation accrued for that pay period as well as the Vacation pay available.

(b) **PAY STATEMENT:** The Company will, every second Friday or another designated pay day, pay to each employee all wages earned by the employee to a day not more than five (5) working days prior to the date of payment provided that if a General Holiday falls on the established pay day, payment will be made the preceding day.

In the event that an employee is laid off, the Company will pay such employee all wages including authorized deductions, not later than the next pay period after the employee was laid-off. Vacation pay earned by such employee will be paid upon the employees request.

11.03 TIME SLIPS:

An employee will be required, on Company time, to fill out time slips, service reports and job or work reports daily, and turn them in daily, as required by the Company.

11.04 WAGE RATE - HIGHEST DAILY RATE:

Where an employee works in a higher hourly wage classification, the employee will be paid the higher classified hourly rate of pay for the hours worked in such classification.

ARTICLE 12: TRAVEL TIME - TRANSPORTATION-EXPENSES

12.01 (a) Training related travel will be paid for at straight time at the employees classified hourly rate of pay,

(b) All authorized travel time within the employee's scheduled shift hours, will be paid at the applicable rate.

(c) Where an employee cannot reasonably return to the shop or their residence on the work shift or training, with managements approval, the employee will have the option of staying overnight and returning the next day during normal working hours. The Company will cover the reasonable costs of meals and accommodations.

12.02 JOBS AWAY FROM HOME:

- (a) When an employee is going out on a job which will require their absence from home for one (1) or more nights, the Company will inform such an employee two (2) full calendar days prior to their departure, unless there is an emergency. The Company will inform the employee the approximate length of time the employee will be out on the job. If an employee is sent out on one (1) job and subsequently is assigned to other jobs, the total period the employee is absent from home will not be more than fourteen (14) days.
- (b) If there is reason to extend this period, and the employee requests to return home, the Company will transport such an employee back to the employee's home base subject Article 12.01 (b).
- (c) On jobs away from home the Company will supply reasonable accommodations including room and board.

12.03 STAND BY TIME:

If an employee reports to a field job and through no fault of their own, is unable to work, the employee will be paid at employee's classified hourly rate of pay for all stand by time.

12.04 EMPLOYEE VEHICLES:

Employee vehicles will not be used on Company business, unless authorized by the Company. The Company agrees to pay the employee in accordance with the current Canadian Revenue Agency (CRA) guidelines for all driving accomplished by the employee on Company business.

As the Mileage Allowance is a non-taxable benefit, employees will be reimbursed the Mileage Allowance on the next pay period.

ARTICLE 13: LEAVE OF ABSENCE

13.01 LEAVE OF ABSENCE:

Any employee who requests a Leave of Absence as referenced in the B.C. *Employment Standards Act*, RSBC 1996, c. 113 ("BCESA") will be granted such in accordance with the B.C. ESA in place as of the date of ratification.

The Company agrees to abide by the legislation where the Company is required to continue any contributions and/or remittances to an employee's Benefits as required by the BCESA.

13.02 UNION SERVICE:

- (a) The Company will allow time off work without pay for any employee who is serving on a Union Committee for purposes of discussions with the Company, or serving as a Union delegate to any conference or function, provided all requests for time off are reasonable and do not interfere with the proper operation of the business.

- (b) The Company will allow time off work, without pay, for one (1) employee who is serving on a Union committee for the purpose of negotiating with the Company.
- (c) No employee who acts within the scope of this Article will lose their job or be discriminated against for so acting.

13.03 LEAVE OF ABSENCE DUE TO INJURY OR ILLNESS:

- (a) When any employee suffers an injury or illness which requires the employee's absence, the employee will report the fact to the Company as soon as possible, prior to the employee's actual start time, so that adequate replacement may be made if necessary.
- (b) All absence due to illness of any duration may require a Medical Professional's certificate to an employee's department manager.
- (c) Where a Medical Professional's certificate is required by the Company, the cost of such certificate will be borne by the Company.

13.04 BEREAVEMENT PAY:

If an employee suffers a death in the immediate family, the employee will be granted Compassionate Leave of Absence with full pay for three (3) days with an additional Unpaid Leave of Absence of two (2) days. Immediate family means: spouse, mother, father, brother, sister, children, mother-in-law, father-in-law, grandparents, grandchildren, step-parents, step-children and step-siblings.

13.05 JURY DUTY:

- (a) All time lost by an employee due to necessary attendance on jury duty or acting as a witness or any court proceedings arising out of their employment, or subpoenaed as a witness will be paid for by the Company at the employee's classified hourly rate of pay.
- (b) When an employee returns from serving on jury duty or from participating as a witness, the employee will be returned to the position held prior to serving.

ARTICLE 14: GENERAL PROVISIONS

14.01 INJURY REPORT:

An employee suffering injury while in the employment of the Company must report to the management immediately or as soon thereafter as practicable, and also report to management on returning to work.

14.02 WASHROOM FACILITIES:

Adequate washroom facilities will be provided by the Company and kept in sanitary condition for all fixed locations of the Company. Employees will cooperate by observing the simple rules of cleanliness.

14.03 HAND CLEANER:

Hand cleaner will be supplied at all mechanical operations covered by this Collective Agreement.

14.04 COVERALLS:

All Technicians and Yard employees will be supplied with coveralls and cleaning services by the Company.

14.05 LUNCH ROOM:

The Company will supply suitably enclosed heated accommodation where employees may have their lunch. Lockers for personal storage that can be locked will be provided.

14.06 SHOP TEMPERATURE:

With the cooperation of employees, the Company will attempt to maintain shop temperature above ten degrees Celsius (10°C) during cold weather,

14.07 SHOP STEWARD:

- (a) The Union may elect or appoint a maximum of three (3) Shop Stewards to represent the employees and the Union will notify the Company as to the name or names of such Shop Steward or Shop Stewards. The Company agrees that no Shop Steward will suffer any discrimination by reason of holding such office.
- (b) When the Company for any reason finds it necessary to layoff or terminate a Shop Steward, the Business Representative of the Union will be notified prior to such termination.
- (c) Upon scheduling with the Company, authorized agents of the Union will have access to the Company's premises during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Collective Agreement is being adhered to in the operation.
- (d) The Shop Steward will be allowed reasonable time during working hours to carry out their duties with the approval of the Supervisor,
- (e) Any employee being reprimanded by the Company may request to have a Shop Steward be in attendance.

14.08 PICKET LINE:

It will not be considered a violation of this Collective Agreement for an employee to refuse to cross a legal picket line.

14.09 TOOL INSURANCE AND TOOL REPLACEMENT:

The Company will provide, at its expense, tool insurance coverage to each eligible Journeyman and Apprentice Technician in accordance with the Company's insurance providers policy, each employee will keep a current inventory of their tools including brand name on a form supplied by the Company to be eligible for tool insurance. Employee tools from their inventory damaged during their shift will be replaced by the Company.

Such tool insurance will include coverage on an employee's tool box.

Where an employee has warranty on a broken tool or tool box, the employee will first attempt to claim such warranty.

14.10 TOOL ALLOWANCE:

Technicians and Apprentice Technicians with twelve (12) months' service will receive a tool allowance of up to five hundred and fifty dollars (\$550.00) per year on May 1st, upon provision of receipts. Tool allowance will not be paid unless the employee has provided the required inventory of their tools.

14.11 NOTICE BOARD:

A digital notice board will be provided for the posting of all official Union notices exclusively and will not be used for the purpose of disseminating political information. The right is reserved to the Company to remove offensive material.

14.12 EDUCATION AND TRAINING:

All education pre-approved by the Company will be reimbursed by the Company upon successful completion.

When the Company requires employees to take training, they will be paid at the employee's classified hourly rate of pay to a maximum of eight (8) hours for each day of training.

The Company will cover the cost to travel for Company approved training. The Company will cover the reasonable costs of meals and accommodations. Employees must hand in receipts to be reimbursed for any expenses paid by the employee.

14.13 LAYOFF AND SEVERANCE PAY:

(a) Lay-Off Pay:

If an employee is laid off for an amount of time that exceeds the employee's right to recall as described in Article 8.04 of this Collective Agreement, and that employee has a minimum of two (2) years' service with the Company, the employee will be paid two (2) weeks' pay based on eighty (80) hours at the employee's classified hourly rate of pay. An employee may elect to accept lay off pay before the end of the employee's right to recall, but in doing so will forfeit all seniority rights provided under this Collective Agreement.

(b) Severance:

In the event of amalgamation, permanent closure of the shop, or a department thereof, or automation, causing an employee to lose their employment with the Company, the Company hereby agrees to pay severance pay to such an employee as per BCESA s.63 as follows:

Liability resulting from length of service

63 (1) *After 3 consecutive months of employment, the employer becomes liable to pay an employee an amount equal to one week's wages as compensation for length of service.*

(2) *The employer's liability for compensation for length of service increases as follows:*

(a) *after 12 consecutive months of employment, to an amount equal to 2 weeks' wages;*

(b) *after 3 consecutive years of employment, to an amount equal to 3 weeks' wages plus one additional week's wages for each additional year of employment, to a maximum of 8 weeks' wages.*

(3) *The liability is deemed to be discharged if the employee*

(a) *is given written notice of termination as follows:*

(i) *one week's notice after 3 consecutive months of employment;*

(ii) *2 weeks' notice after 12 consecutive months of employment;*

(iii) *3 weeks' notice after 3 consecutive years of employment, plus one additional week for each additional year of employment, to a maximum of 8 weeks' notice;*

(b) *is given a combination of written notice under subsection (3) (a) and money equivalent to the amount the employer is liable to pay, or*

(c) *terminates the employment, retires from employment, or is dismissed for just cause.*

(4) *The amount the employer is liable to pay becomes payable on termination of the employment and is calculated by*

- (a) *totaling all the employee's weekly wages, at the regular wage, during the last 8 weeks in which the employee worked normal or average hours of work,*
 - (b) *dividing the total by 8, and*
 - (c) *multiplying the result by the number of weeks' wages the employer is liable to pay.*
- (5) *For the purpose of determining the termination date under this section, the employment of an employee who is laid off for more than a temporary layoff is deemed to have been terminated at the beginning of the layoff.*
- (6) *If, after 3 consecutive months of employment, an employee gives notice of termination to the employer and the employer terminates the employment during that notice period, the employer is liable to pay the employee an amount equal to the lesser of*
- (a) *an amount in money equal to the wages the employee would have earned for the remainder of the notice period, or*
 - (b) *an amount in money equal to the amount the employer is liable to pay on termination.*

In the event that part of the Shop remains open or that an employee has lost their employment because of amalgamation or automation, an employee eligible to receive severance pay may elect to remain on the seniority list for possible recall. The Company will hold the severance pay for such an employee for the period of their right to recall but during such period the employee may, subject to the same forfeiture provisions of Article 14.13(a) (Lay-Off Pay) of this Collective Agreement, request and receive payment of such pay.

ARTICLE 15: INTERVIEWS, ACCIDENTS AND DISCIPLINE

- 15.01 Whenever an employee is required to attend a fact finding or investigation with respect to discipline, the employee may request a Shop Steward to be in attendance.
- 15.02 All disciplinary action may be subject to the Grievance and Arbitration procedure.
- 15.03 If the employee's record is clear of all verbal or written warnings for a period of twenty-four (24) months, they will be removed from the employee's record.

Employees' personnel files will be made available to the employee or the Union upon request in the presence of Human Resources.

ARTICLE 16: JOB POSTING

16.01 JOB POSTING:

- (a) In the event that a new position is created or a vacancy occurs the Company will post a notice on the Company Intranet notifying that a vacancy exists.
- (b) Employees desiring such a position will then apply, in writing, within five (5) working days of such posting. Positions will be awarded based on the qualifications, skill and ability to perform the work. In the event two (2) or more applicants are considered equal, the senior applicant will be awarded the position
- (c) Posted employees who are requested to work in a lower paid classification will receive no less than their "Posted" classification hourly rate of pay.

16.02 NEW JOB CLASSIFICATION:

- (a) When a new bargaining unit job classification is introduced which is not included in the list of classifications in Appendix "A", the Company and the Union will promptly negotiate a wage rate of pay for such classification.
- (b) Every effort will be made by the Parties to conclude negotiations within thirty (30) days, but in any event, the classified hourly rate of pay established will be retroactive to the day the new job commenced.
- (c) In the event the Parties hereto are unable to conclude negotiations the matters in dispute will be referred to a single Arbitrator agreed upon between the Parties. Failing such Collective Agreement, either Party at any time may call upon the Minister of Labour of British Columbia to appoint an Arbitrator.

ARTICLE 17: TRUCK MAINTENANCE AND SAFETY

17.01 PROTECTIVE CLOTHING:

- (a) The Company will supply Personal Protective Equipment as required by the *Workers' Compensation Act*, RSBC 2019, c. 1, and Company safe work procedures.
- (b) **SAFETY GLASSES:** Each employee required to wear prescription glasses will be reimbursed by the Company for the cost of replacement safety glasses up to a maximum of two hundred and seventy-five dollars (\$275.00) once every two (2) years.

17.02 JOB SPECIFIC PROTECTIVE CLOTHING:

The Company will supply job specific protective clothing when employees are engaged in cleaning equipment etc. Where required, insulated coveralls will also be supplied, these items will be supplied as a tool crib item.

17.03 SAFETY BOOT ALLOWANCE:

All employees will receive up to two hundred and fifty dollars (\$250.00) annually. Boot allowances to be paid only on production of receipts.

New employees upon completion of their probationary period will be eligible to receive their Safety Boot Allowance.

17.04 JOINT OCCUPATIONAL HEALTH AND SAFETY COMMITTEE (JOHS):

- (a) The Company agrees to establish a well-founded and well-managed JOHS program that is in compliance with the *Workers' Compensation Act*, RSBC 2019, c. 1, and Part 4 of the Provincial Regulations.
- (b) The JOHS Committee will participate in the identification and control of existing or potential hazards in the workplace. Committee representatives will review complaints relating to safety and health of the employees represented and will participate in any Inquiries and any significant investigations. It is the primary responsibility of the committee to promote safety and health for the education and information of the Company and its employees.
- (c) Committee members will be allowed sufficient time, administrative support and wages to carry out duties related to such activities. Time to perform such duties must be approved in advance by management.
- (d) The Company will make available to the Union upon request copies of the monthly safety JOHS meeting minutes.

17.05 Employees will follow all safety rules of the Company and will abide by the Company's smoking in the workplace rules.

ARTICLE 18: MEDICAL - INSURANCE - DENTAL- PENSION

18.01 MEDICAL:

The Company will continue to pay for Medical Service Plan (MSP) coverage, paid for through the Company's Employer Health Tax.

- (a) The Company will provide and maintain the following coverage for their employees at no cost to such employees, except Long Term Disability (LTD) which is employee paid.
- (b) The benefits provided under Article 18 will be firstly subject to the terms of the Collective Agreement and secondly to the terms of the insurance contracts between the Company and the Insurance Carrier.

18.02 HEALTH & WELFARE:

Electronic Health & Welfare Policy Brochures outlining Benefit coverage will be made available at the request of an Employee or the Union within thirty (30) days after ratification.

18.03 ELIGIBILITY:

An employee will be eligible for all coverage outlined in Article 18 on the first (1st) day of the month following completion of the employee's probationary period. Current employees on recall or beyond the recall period who may be rehired are not subject to this provision and require no probationary period.

18.04 INSURED BENEFIT COVERAGE-ON LAY-OFF:

An employee who is laid off will be eligible for continued Health & Welfare Benefit coverage (i.e. Medical, Extended Health Benefits & Dental) for sixty (60) days after the end of the month of lay-off. Coverage will continue for the period stated so long as the Employee is unemployed and not receiving income from another Company.

18.05 LIFESTYLE SPENDING ACCOUNT:

After completion of probation, employees will be eligible for the Lifestyle Spending Account. The Company will reimburse, with receipts provided by the employee, up to two hundred dollars (\$200.00) per year in accordance with the Company policy.

18.06 The Company will provide a Benefits Plan Prescription Card for all qualifying employees.

18.07 The Company will provide an Employee Family Assistance Program.

18.08 PENSION PLAN:

Employees will be required to enroll in the Operating Engineers Pension Plan ("OEPP") upon completion of their probationary period and the Company will make remittances to the Pension Plan as follows:

Effective the date of ratification (April 26th, 2022) the Company will remit on behalf of each employee enrolled in the OEPP, one dollar (\$1.00) per hour for each hour for which wages are payable hereunder the scope of the Collective Agreement.

Effective twelve (12) months from the date of ratification (April 26th, 2023):

The Company will remit on behalf of each employee enrolled in the OEPP, one dollar and twenty-five cents (\$1.25) per hour for each hour for which wages are payable under the scope of the Collective Agreement.

- (a) Employees will be required to remit twenty-five cents (\$0.25) per hour for each hour for which wages are payable under the scope of the Collective Agreement.
- (b) The Company will remit the contributions set forth in (a) and (b) above to the OEPP in accordance with the Plan's remittance requirements.

Effective twenty-four (24) months from the date of ratification (April 26th, 2024):

- (a) The Company will remit on behalf of each employee enrolled in the OEPP, one dollar and fifty cents (\$1.50) per hour for each hour for which wages are payable under the scope of the Collective Agreement.
- (b) Employees will be required to remit fifty cents (\$0.50) per hour for each hour for which wages are payable under the scope of the Collective Agreement.
- (c) The Company will remit the contributions set forth in (a) and (b) above to the OEPP in accordance with the Plan's remittance requirements.

All current employees enrolled in the Company's RRS Plan may remain on the RRS Plan. Employees not enrolled in the RRS Plan will be enrolled in the OEPP.

On or about July 1st of each year, employees who have been actively participating in the Company's RRS Plan, may advise the Company that they wish to cease participation in the Plan and enroll in the OEPP.

Employees may not opt to change from the OEPP to the RRS Plan.

18.09 EMPLOYEE LIFE INSURANCE BENEFIT:

If the employee dies while insured, BC Life will pay the amount of the employee's group term life insurance to the employee's beneficiary.

- (a) Benefit Amount- One and one-half (1-1/2) times annual basic earnings rounded to the next higher one thousand dollars (\$1,000.00), if not already a multiple of one thousand dollars (\$1,000.00) to a maximum of three hundred thousand dollars (\$300,000.00).
- (b) Living Benefit Amount - Fifty percent (50%) of the Group Term Life Benefit Amount, to a maximum of fifty thousand dollars (\$50,000.00).
- (c) Non-Evidence Limit -three hundred thousand dollars (\$300,000.00)
- (d) Benefit Reduction - Amount of insurance reduces by fifty percent (50%) at age sixty-five (65)
- (e) Termination -Age seventy (70) or earlier retirement

Note: The employee's Employee Life Insurance will terminate at age sixty-five (65) or prior retirement.

18.10 SPOUSAL BASIC LIFE INSURANCE BENEFIT:

Because the employee must enroll their Dependents for the dependent life insurance benefit, when one (1) of the employee's eligible Dependents dies, BC Life will pay the Benefit amount to the employee.

- (a) Benefit Amount - Spouse- seven thousand five hundred dollars (\$7,500.00); Child- five thousand dollars (\$5,000.00).
- (b) Termination - Dependent insurance terminates on the employee's seventieth (70th) birthday or earlier retirement.

18.11 OPTIONAL LIFE INSURANCE BENEFIT:

Eligible to purchase from Pacific Blue Cross - Multiples of ten thousand dollars (\$10,000.00) as selected to a maximum of two hundred and fifty thousand dollars (\$250,000.00).

18.12 LONG TERM DISABILITY (LTD) BENEFIT:

- (a) Benefit Amount sixty percent (60%) of monthly basic earnings rounded to the next higher one dollar (\$1.00), if not already a multiple of one dollar (\$1.00), to a maximum of five thousand dollars (\$5,000.00).
- (b) Non-Evidence Limit five thousand dollars (\$5,000.00).
- (c) Elimination Period one hundred nineteen (119) Days
- (d) Maximum Benefit Period Age sixty-five (65) or earlier retirement
- (e) Termination Age sixty-five (65) less the Elimination period or earlier retirement

18.13 DENTAL CARE BENEFITS:

- (a) Plan A - Basic Preventive & Restorative Services:

Reimbursement - One hundred percent (100%). Plan A covers services for the care and maintenance of teeth, including procedures to restore teeth to natural or normal function. Eligible expenses per person include, but are not limited to, the basic services shown below.

- (i) Diagnostic services - examinations, x-rays, & diagnostic models
- (ii) Preventive services - scaling, polishing, topical application of fluoride, fixed space maintainers & preventive restorative resins and pit and fissure sealants
- (iii) Restorative services
 - Fillings to restore tooth surfaces broken down as a result of decay
 - Metal prefabricated restorations on primary and permanent teeth

- (iv) Endodontics
- (v) Periodontics
 - Occlusal adjustment and re-contouring
 - Root planning
 - Gingival curettage
 - Osseous surgery
 - Bruxing guards
- (vi) Prosthetic repairs
 - Removal, repairs, and re-cementation of fixed appliances
 - Rebase and reline of removable appliances
 - Tissue conditioning
 - Gold foil
- (vii) Surgical services
 - Extractions
 - Other routine oral surgical procedures

(b) Plan B - Major Restorative Services:

Reimbursement - fifty percent (50%). The employee is eligible for Plan B services when the employee's Dentist recommends replacement of the employee's missing teeth, or reconstruction of the employee's teeth (where basic restorative methods cannot be used satisfactorily). Mounted x-rays and/or diagnostic casts may be required for Pacific Blue Cross's approval. Plan B services include, but are not limited to, the following:

- (i) Prosthodontic Services
 - Removable:
 - complete upper and lower dentures;
 - partial upper and lower dentures
 - Fixed bridges.
- (ii) Restorative Services
 - In-lays and on-lays
 - Veneers
 - Crowns and related services

(c) Plan C: Orthodontics

Reimbursement - fifty percent (50%). Benefits are payable for orthodontic services performed on or after the effective date of the employee's coverage for children only. Plan C covers orthodontic services provided to maintain, restore, or establish a functional alignment of the upper and lower teeth.

(d) Emergency Treatment Outside the Employee's Province/Territory of Residence:

The employee is entitled to the services of a Dentist if, while travelling or on vacation outside the employee's province/territory of residence, the employee requires emergency dental care. The employee will be reimbursed according to Pacific Blue Cross's fee schedule. This will not apply to the services of a dental hygienist.

18.14 EXTENDED HEALTH CARE BENEFITS:

(a) Summary:

- (i) Deductible: Fifty dollars (\$50.00) per person or family each calendar year. Deductible does not apply to prescription drugs expenses
- (ii) In-Province/Territory eligible expenses
 - Prescription Drugs eighty percent (80%) reimbursement
 - All other eligible expenses one hundred percent (100%) reimbursement
- (iii) Out of Country Medical Referral eighty percent (80%) reimbursement
- (iv) Out-of-Province/Territory eligible expenses
 - Emergency one hundred percent (100%) reimbursement
 - Non-Emergency same as in-province/territory reimbursement
- (v) Plan Maximum: The lifetime maximum amount of benefits payable for a member or dependent is three million dollars (\$3,000,000.00).
- (vi) Termination: Age sixty-five (65) or earlier retirement

(b) Hospital:

The additional charge for semi-private room accommodation in a hospital or the extended care unit of a hospital.

The additional charge for semi-private room accommodation, board charges, and any other user fees incurred in a convalescent facility, to a maximum of twenty dollars (\$20.00) per day to a maximum of one hundred and eighty (180) days for any one (1) illness or injury.

(c) Emergency Ambulance:

- (i) Charges for licensed ambulance service to and from the nearest Canadian Hospital equipped to provide the type of care essential to the patient.
- (ii) Air transport will be covered when time is critical, and the patient's physical condition prevents the use of another means of transport.
- (iii) Emergency transport from one (1) Hospital to another, only when the original Hospital has inadequate facilities.
- (iv) Charges for an attendant when medically necessary.

(d) Drugs:

Charges for an Eligible Expense in a quantity Pacific Blue Cross considers reasonable, and as approved by Pacific Blue Cross's Benefit review, and

- (i) Which are dispensed by a Pharmacist, Physician, Dentist, or Nurse Practitioner, legally licensed, certified, or registered to practice by the appropriate licensing, certification, or registration authority in the jurisdiction where the care or services are provided and acting within the scope of that license, including:
- (ii) Life-sustaining non-prescription drugs
- (iii) Insulin preparations, diabetic test strips, lancets, needles, and syringes for diabetes management
- (iv) Injectable vitamin B12 for the treatment of pernicious anemia
- (v) Allergy serums when administered by a Practitioner, or
- (vi) Which legally require a prescription from a Provider legally authorized to do so, including:
 - Compounded drugs
 - Contraceptive drugs
 - Vaccines

(e) Practitioners:

Professional services of the following Practitioners to the maximum amounts indicated per calendar year but excluding appliances and tray fees. Only the services of a Private Duty Nurse require referral by a Physician or Nurse Practitioner.

- (i) Acupuncturist - Five hundred dollars (\$500.00)
 - (ii) Chiropractor - Five hundred dollars (\$500.00)
 - (iii) Massage Practitioner - Five hundred dollars (\$500.00)
 - (iv) Naturopath - Five hundred dollars (\$500.00)
 - (v) Physiotherapist - Five hundred dollars (\$500.00)
 - (vi) Podiatrist - Five hundred dollars (\$500.00)
 - (vii) Psychologist and Clinical Counsellor combined - Five hundred dollars (\$500.00)
 - (viii) Speech Language Pathologist - Five hundred dollars (\$500.00)
 - (ix) Chiropractic, Naturopathic, and Podiatrist x-rays combined - Fifty dollars (\$50.00)
 - (x) Private duty care by a Registered Nurse for a person with an acute condition in the person's home, limited to a maximum of ten thousand dollars (\$10,000.00) per calendar year or twenty-five thousand dollars (\$25,000.00) per lifetime, whichever occurs first.
- (f) Medical Aids and Supplies:
- (i) Oxygen;
 - (ii) Ostomy and ileostomy supplies;
 - (iii) Intrauterine contraceptive devices (IUD's);
 - (iv) Walkers, canes and cane tips, crutches, casts, and trusses;
 - (v) Splints and collars (but not elastic or foam supports), rigid support braces and permanent prostheses (artificial eyes, limbs, larynxes, and mastectomy forms), when prescribed by a Physician, Physiotherapist, Chiropractor, or Nurse Practitioner, as medically necessary after diagnosis of the patient. Myoelectrical limbs are excluded, but Pacific Blue Cross will pay the equivalent of a standard prosthesis;
 - (vi) Charges for the following items to the maximum amounts indicated per calendar year:
 - Mastectomy brassieres -Two hundred and fifty dollars (\$250.00)
 - Stump socks - Two hundred and fifty dollars (\$250.00)
 - Surgical stocking - Two hundred and fifty dollars (\$250.00)

- (vii) Wigs and hairpieces required as a result of medical treatment, injury, alopecia areata, alopecia universalis or alopecia totalis to a lifetime maximum of five hundred dollars (\$500.00);
 - (viii) Orthopedic shoes and orthotics;
 - Custom made orthopedic shoes (including repairs) and modifications to stock item footwear to a maximum in a calendar year period of two hundred dollars (\$200.00).
 - Custom made orthotics to a maximum of two hundred and fifty dollars (\$250.00) in a calendar year
 - (ix) Hearing aids and repairs to a maximum of five hundred dollars (\$500.00) in a five (5) calendar year period.
- (g) Standard Durable Medical Equipment:
- Preauthorization is required from us for expenses in excess of five thousand dollars (\$5,000.00).
- (i) Charges for standard durable medical equipment when rented from a medical supplier. If unavailable on a rental basis, or required for a long-term disability, purchase of these items from a Provider may be considered,
 - (ii) Repairs to purchased items. Pacific Blue Cross will replace the item when it can no longer be made functional. Pacific Blue Cross may request trade-in or return of replaced equipment.
 - (iii) Reimbursement on rental equipment will be made monthly and will in no case exceed the total purchase price of similar equipment.
 - (iv) Standard durable equipment includes:
 - Manual wheelchairs, manual type hospital beds, and necessary accessories - electric wheelchairs and hospital beds will be covered only when the patient is incapable of operating the manual equivalent, otherwise Pacific Blue Cross will pay for the manual equivalent.
 - (v) Medical heart monitors and cardiac screeners
 - (vi) Continuous glucose monitors and supplies and blood glucose monitors
 - (vii) Speech processors and headsets when prescribed for profound deafness subject to a five (5) calendar year period
 - (viii) Bi-osteogen systems and growth guidance systems (when recommended by an orthopedic surgeon)

- (ix) Breathing machines and appliances including respirators, compressors, percussors, suction pumps, oxygen cylinders, masks, and regulators
 - (x) Insulin infusion pumps for diabetics - when basic methods are not feasible
 - (xi) Transcutaneous electric nerve stimulators (TENS) when prescribed for intractable pain
 - (xii) Transcutaneous electric muscle stimulators (TEMS) required when, due to an injury or illness, all muscle tone has been lost.
- (h) Vision Care:
- Charges for the purchase of eyewear when prescribed by a Physician or legally authorized Optical Provider, and/or repair of eyewear and charges for contact lens fittings when performed by a Physician or legally authorized Optical Provider, to a maximum of two hundred dollars (\$200.00) in a two (2) calendar year period. Charges for non-prescription eyewear are not covered.
- (i) Eye Exam:
- Charges for routine eye examinations every two (2) calendar years to a maximum of seventy-five dollars (\$75.00) when performed by a Physician or legally authorized Optical Provider.
- (j) Out-of-Province/Territory Emergency Eligible Expense:
- While travelling outside the employee's province/territory of residence, benefits are payable for the following eligible expenses incurred IN AN EMERGENCY ONLY and when ordered by the attending Physician. Non-emergency continuing care, testing, treatment, and surgery, and amounts covered by any Government plan and/or any other provider of health coverage are not eligible.
- (i) Local ambulance services when immediate transportation is required to the nearest Hospital equipped to provide the treatment essential to the patient.
 - (ii) The hospital room charge and charges for services and supplies when confined as a patient or treated in a hospital, to a maximum of ninety (90) days.
 - (iii) Services of a Physician and laboratory and x-ray services.
 - (iv) Prescription drugs in sufficient quantity to alleviate an acute medical condition.
 - (v) Other emergency services and/or supplies if Pacific Blue Cross would have covered them inside the employee's province/territory of residence.
 - (vi) Charges, limited to the most economical means of transportation, for the employee's Dependent child under sixteen (16) years of age to their place of residence in Canada in the event the employee and/or the employee's

Spouse is hospitalized, and the employee's child is left unattended. Arrangements for an escort to accompany the employee's child will be made, if necessary.

- (vii) Charges, limited to the most economical cost of one-way economy fare air transportation, less any amount reimbursed for unused return tickets, when the covered person's hospitalization delays the return trip. The coverage is for both the employee's airfare and the airfare of the employee's Spouse, if required.
 - (viii) Charges, limited to return economy fare air transportation, for one (1) immediate family member to visit the employee or the employee's Dependent if hospitalized. The employee or the employee's Dependent must have been travelling alone and confined to a hospital for more than seven (7) days. An immediate family member is defined as a Spouse, child, parent, brother, sister, or a person with whom the insured person normally resides.
 - (ix) Charges for accommodation for convalescence following hospitalization to a maximum of seventy-five dollars (\$75.00) per day per patient for a maximum of five (5) days per medical emergency.
 - (x) Charges for commercial accommodation and meals for an immediate family member while staying with a hospitalized Member or Dependent to a maximum of one hundred dollars (\$100.00) per day up to seven (7) days per family per medical emergency, Limitation: Expenses only apply if the immediate family member had to travel to visit the patient, or if the immediate family member had to extend their stay beyond the scheduled date of their return trip.
 - (xi) Charges relating to the return of the employee's vehicle (excluding commercial transport vehicles) to the employee's place of residence or the nearest appropriate rental agency in the event the employee is unable to return it due to a medical emergency to a maximum of five hundred dollars (\$500.00) per medical emergency.
 - (xii) Charges for the repatriation of a deceased Member and/or Dependent to their place of residence to a maximum of five thousand dollars (\$5,000.00). In the event the deceased person is cremated outside their province/territory of residence, charges are limited to fifteen hundred dollars (\$1500.00).
- (k) Out-of-Province/Territory Non-Emergency Eligible Expenses:

Pacific Blue Cross will reimburse the employee (and the employee's Dependents) for non-emergency eligible expenses incurred while travelling outside the employee's province/territory of residence subject to the deductible, in province territory reimbursement percentage, and maximums. Pacific Blue Cross will not reimburse any expenses payable or provided under a Government plan.

ARTICLE 19: SAVINGS CLAUSE

- 19.01 No employee, who prior to the date of this Collective Agreement being ratified, was receiving more than the rate of wages and benefits as set out in the Appendix(s) attached hereto or working less hours than stipulated in this Collective Agreement, will suffer a reduction of wages or increase in hours worked per week because of the adoption of this Collective Agreement
- 19.02 If any Article of this Collective Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Collective Agreement or the application of such Article to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, will not be affected thereby.
- 19.03 In the event that any Article is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the Parties affected thereby will enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article during the period of invalidity or restraint. If the Parties do not agree on a mutually satisfactory replacement, they will submit the dispute to the Grievance Procedure.

ARTICLE 20: TECHNOLOGICAL OR PROCEDURE CHANGES

- 20.01 The Parties will abide by the Section 54 of the B.C. *Labour Relations Code*, RSBC 1996, C. 210.

ARTICLE 21: DURATION

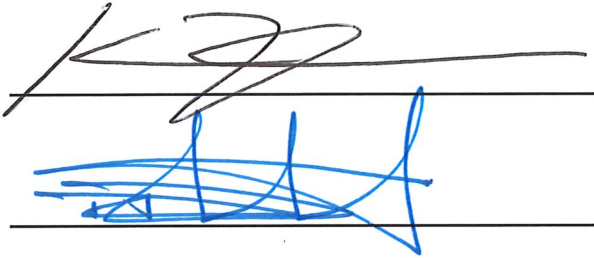
- 21.01 Thirty-six (36) months for duration after date of ratification.
- 21.02 This Collective Agreement will be in full force and effect from and including the date of ratification, to and including April 25th, 2025 and will continue in full force and effect from year to year thereafter subject to the right of either Party to this Collective Agreement within four (4) months immediately preceding the date, April 25th, 2025, or immediately preceding the anniversary date in any year thereafter, by written notice to the other Party, require the other Party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement or a new Collective Agreement.
- 21.03 Should either Party give written notice to the other Party pursuant hereto, this Collective Agreement will thereafter continue in full force and effect until the Union goes on strike, or the Company locks out, or the Parties will conclude a renewal or revision of the Collective Agreement or a new Collective Agreement.
- 21.04 By agreement of the Parties hereto, the provisions of Section 50 (2) and (3) of the *Labour Relations Code*, RSBC 1996, c. 210, are specifically excluded.

21.05 STRIKES AND LOCKOUTS:

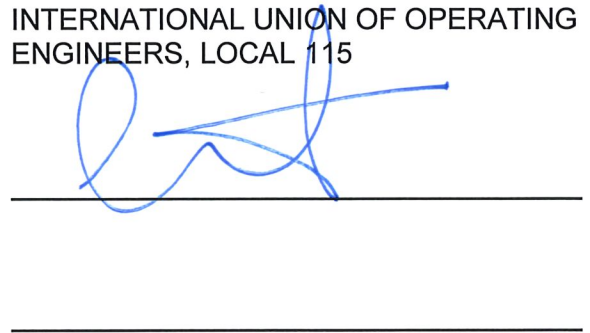
- (a) The Union will not sanction any strike, stoppage or cessation of work or picketing, for the duration of this Collective Agreement, and there will be no deliberate interference with the operations of the Company.
- (b) On expiration of this Collective Agreement there will be no strike action as long as meaningful negotiations are continuing.

Signed this 27th day of May, 2022.

WESTERRA EQUIPMENT LIMITED
PARTNERSHIP (Abbotsford)



INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115



APPENDIX "A": WAGE SCHEDULES

CLASSIFICATIONS	April 26, 2022	April 26, 2023	April 26, 2024
TECHNICIANS			
Heavy Equipment Technician (HET)	\$44.00	44.88	46.23
Compact Equipment Technician (CET) Level 2	\$42.00	42.84	44.13
Compact Equipment Technician (CET) Level 1	\$40.00	40.80	42.02
Non-Certified Compact Equipment Technician	\$39.00	39.78	40.97
Welder	80% of Compact Equipment Technician Level 1 Rate		
Oil & Lube Technician	65% of Compact Equipment Technician Level 1 Rate		
PARTS DEPARTMENT			
Partsperson Red Seal	\$32.73	33.38	34.38
Partsperson – Non Red Seal			
Over 25 Months	\$29.50	30.09	30.99
13 – 24 Months	\$28.00	28.56	29.42
0 – 12 Months	\$26.50	26.21	27.01
Parts Helper			
Over 19 Months	\$24.50	24.99	25.74
13 – 18 Months	\$23.00	23.46	24.16
7 - 12 Months	\$21.00	21.42	22.06
0 – 6 Months	\$19.00	19.38	19.96
Shipper / Receiver	\$24.50	24.99	25.74
YARD DEPARTMENT			
Yardperson			
Over 19 Months	\$24.25	24.73	25.47
13 – 19 Months	\$22.75	23.20	23.66
7 – 12 Months	\$21.00	21.42	22.06
0 – 6 Months	\$19.00	19.38	19.96

PREMIUMS:

Leadhand: One dollar and fifty cents (\$1.50) per hour.

Construction Field Service Tech: Two dollars (\$2.00) per hour.

First Aid Attendant: Fifty cents (\$0.50) per hour.

A.01 EMPLOYEES AT OR ABOVE RATES OF PAY ON DATE OF RATIFICATION:

Where an employee's current classified hourly rate of pay as set out in the reference document, is equal to or greater than the classified hourly rate of pay on the date of ratification set out in Appendix "A" – Wage Schedule in the Classifications of HET, CET Level 1, Level 2 or Red Seal Certified Partsperson, they will be paid a lump sum amount equal to two and one-half percent (2.5%) of their Classification straight time wage rate at the date of ratification times two thousand and eighty (2,080) hours within thirty (30) days of the date of ratification.

Where an employee is within the step system in a classification see Letter of Understanding #2 in these recommendations.

A.02 PROGRESSION FROM CET LEVEL 1 TO CET2 CLASSIFICATION:

An employee who has completed two thousand and eighty (2,080) hours in the CET Level 1 classification will be reclassified as a CET Level 2 and receive the CET Level 2 wage rate.

The Company will have the ability to reclassify an employee from a CET Level 1 to a CET Level 2 or hire employees into the CET Level 2 or HET classifications providing the employee being hired has the qualifications for the classification.

A.03 CET LEVEL 2 OR CET LEVEL 1 PERFORMING WORK IN HET CLASSIFICATION:

CET Level 2 or CET Level 1 who perform work on Heavy Equipment will receive the HET classified hourly rate of pay for those hours. Heavy Equipment is defined as, but not limited to:

- Excavators ten (10) metric tons or larger
- Articulated dump trucks
- Graders and Bulldozers
- Four-wheel articulated loaders
- Vermeer Forestry and Recycling equipment
- Ammann Ride or Equipment ten (10) metric tons or larger

The Parties may mutually agree to amend this list.

The Company will post all vacancies or when it is determined that a need for additional employees in the HET classifications occurs.

APPENDIX "B": APPRENTICES (CET)

1. All Apprentices employed by the Company will be registered with the IUOE Local 115 Training Association within sixty (60) days of commencing their apprenticeship.
2. Apprentices must remain employed with the Company for a minimum of two (2) years after the completion of each apprenticeship level or have to pay back to the Company, the wages paid at school for the previous two (2) years on a prorated basis. Wages do not include EI received during the apprenticeship course. Apprentices will not have to pay back wages if they are terminated or permanently laid off by the Company.
3. Apprentices who, as a requirement of their apprenticeship attend school, will receive eight (8) hours pay per training day at their current rate, along with all other provisions of this Collective Agreement. The Company may off-set some wage only costs by using the Supplemental Unemployment Benefit Plan (SUB plan).
4. An Apprentice having served their required time and having passed any necessary examinations will automatically be classified as a Journeyperson (Compact Equipment Technician Level 1) as per Appendix "A" of this Collective Agreement.
5. Apprentice Heavy Duty Equipment Technician pay:

Pay Rate

Pre-Apprentice	50%	Compact Equipment Technician Level 1
Apprentice - Level 1	60%	Compact Equipment Technician Level 1
Apprentice - Level 2	70%	Compact Equipment Technician Level 1
Apprentice - Level 3	80%	Compact Equipment Technician Level 1
Apprentice - Level 4	90%	Compact Equipment Technician Level 1

6. Apprentices will be paid wages based on a percentage of the Compact Equipment Technician Level 1 in Appendix "A".

APPENDIX "C": SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN (SUB)

1. The following group of employees is covered by the plan:

All employees covered by the Collective Agreement between Westerra Equipment Limited Partnership (Abbotsford) and International Union of Operating Engineers, Local 115,
2. Verification that the employees have applied for and are in receipt of EI benefits will be made before SUB payments are paid.
3. The SUB is payable at ninety-five percent (95%) of the employee's normal weekly earnings during a period in which the employee is not in receipt of EI benefits because the employee:
 - (a) Is serving the one (1) week waiting period; or
 - (b) Has insufficient insurable employment to qualify for EI benefits; or
 - (c) Has exhausted the EI benefit entitlement.
4. The Plan provides that the gross amount of EI benefit from this employment plus the SUB payment will equal ninety-five percent (95%) of the employee's normal weekly earnings.
5. The SUB payment will be paid for a maximum of ten (10) weeks per calendar year.
6. Plan duration and notice of changes:
 - (a) The duration of the plan is for the duration of the Collective Agreement between Westerra Equipment Limited Partnership (Abbotsford) and International Union of Operating Engineers, Local 115.
 - (b) Service Canada - The SUB Program will be informed in writing of any changes to the plan within thirty (30) days of the effective date of the change.
7. Financing and record keeping:
 - (a) The plan is financed by the Company's general revenues.
 - (b) A separate record of all the SUB payments will be kept.
8. Payments of guaranteed annual remuneration, deferred remuneration, or severance pay will not be reduced or increased by payments received under the SUB plan.

APPENDIX "D": SICK TIME

The Company will grant sick leave credits to each employee. These credits will be granted on the following basis.

At the beginning of each service year with the Company, an employee will receive credit for forty (40) sick leave hours to apply to the service year which is just commencing. Before reaching an anniversary date at which time sick time will be received, an employee will receive during the interim period, sick leave credit based on three and one-third (3-1/3) hours per month which will be accumulative to a maximum forty (40) hours.

The Company will, to the extent that sick leave credits are available, pay to an employee who reports sick on a regular work day the equivalent of the wages the employee would have earned at the employee's classified hourly rate of pay for the employee's normal hours of work and reduce their sick leave credits by the number of hours that correspond with the number of hours that the employee would normally have worked.

Sick time will be subject to the following provisions:

1. Sick leave will be granted for an employee's personal use only.
2. An employee who reports sick during any day will have their sick leave allotment reduced by the number of hours not worked during that day.
3. Sick time is not to be used for any purpose other than legitimate illness, however, sick time may be used for attending any dental or medical appointments.
4. It is the responsibility of an employee to immediately notify their department supervisor of absence due to illness. If there is no notification, absence may be considered absence without pay.
5. In computing time served with the Company for the purpose of determining eligibility for sick time with pay, it will be governed by an employee's commencement date with the Company.
6. Two (2) days' unused sick time per service year may be accumulated up to a maximum of ten (10) extra days' sick time provided that:
 - (a) There have been no more than two (2) days' sick leave credits used in that service year for which the extra days are granted.
 - (b) Accumulated extra sick time may only be used after the annual five (5) sick time days have been used up.
 - (c) An employee will be paid out for one-third (1/3) of the sick days over the total of ten (10).
7. When the employee has not taken any sick leave in the previous year.
8. A new employee will not receive sick leave credits until the employee has completed their probation.

LETTER OF UNDERSTANDING #1

BY AND BETWEEN:

WESTERRA EQUIPMENT LIMITED PARTNERSHIP(Abbotsford)

(hereinafter referred to as the "Company")

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

(hereinafter referred to as the "Union")

(hereinafter referred to as the "Parties")

RE: PART TIME EMPLOYEES

Except as specifically expressed in this Letter of Understanding, all terms and conditions of the current Collective Agreement and any subsequent Collective Agreement between the Parties will apply.

1. In recognition of the current employees (Robert Crossman & Stanley Douglas) who are employed by the Company to work part time it is agreed by the Parties that the above referenced employees can work less than a 40 (forty) hour work week.
2. The Parties agree that in order to qualify for Extended Health and Dental Benefits an employee must work a minimum of twenty (20) hours per week. In order to qualify for Long Term Disability and Life Insurance an employee must work a minimum of thirty-two (32) hours per week.
3. Employees covered under this Letter of Understanding will have their vacation entitlement, tool allowance, safety glasses, and safety boot allowance, prorated based on hours worked.
4. If the Company intends to hire another employee on a part time basis, they will first consult the Union before doing so.
5. This Letter of Understanding will exist for the term of the current Collective Agreement.

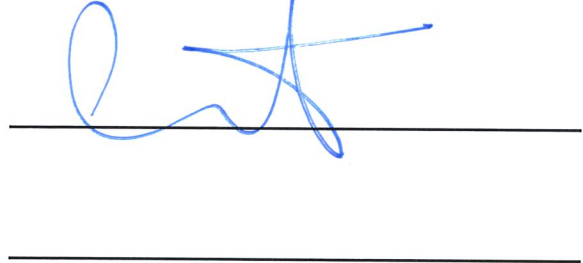
Signed this 27th day of May, 2022.

WESTERRA EQUIPMENT LIMITED
PARTNERSHIP (Abbotsford)



Two signatures are present on the line for Westerra Equipment Limited Partnership. The first is a black ink signature, and the second is a blue ink signature.

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115



A blue ink signature is present on the line for International Union of Operating Engineers, Local 115.

LETTER OF UNDERSTANDING #2

BY AND BETWEEN:

WESTERRA EQUIPMENT LIMITED PARTNERSHIP(Abbotsford)

(hereinafter referred to as the "Company")

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

(hereinafter referred to as the "Union")

(hereinafter referred to as the "Parties")

RE: EMPLOYEES CLASSIFICATION IN STEP SYSTEM – RATES OF PAY IN FIRST YEAR

Employees who are in the step system will be placed into the classification wage rate as determined by their date of hire. The employees whose wage rates are higher than those in the classification in accordance with their date of hire will receive lump sum payments in accordance with the following:

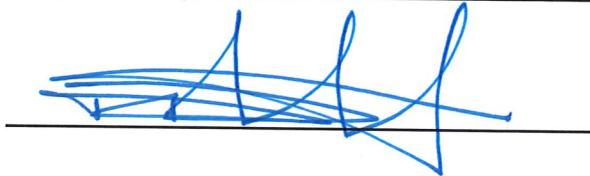
CLASSIFICATION	STEP RATE AND LUMP SUM PAYMENT
Partsperson – Non-Certified	
Ranjit Singh	Placed in zero to twelve (0-12) months and will be moved to thirteen to twenty-four (13-24) months on July 19, 2022. Lump Sum of one thousand dollars (\$1,000.00) within thirty (30) days of ratification
Apprentice 1st Year	
Julie – Anna Oonk	Lump Sum of one thousand dollars (\$1,000.00) within thirty (30) days of ratification.
Parts Helper	
David Yellowley	Placed in thirteen to nineteen (13-19) months and will be moved to over nineteen (19) months on July 25, 2022. Lump Sum of \$ one thousand dollars (\$1,000.00) within thirty (30) days of ratification.
Yardperson	
Sukhraj Miller	Placed in thirteen to nineteen (13-19) months and will be moved to over nineteen (19) months on August 11, 2022. Lump Sum of one thousand dollars (\$1,000.00) within thirty (30) days of ratification.

Zachary Elwood

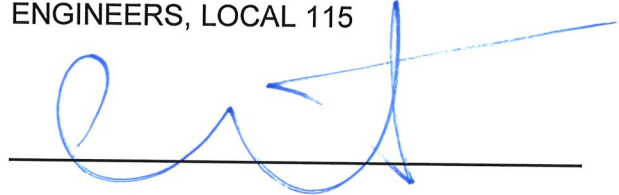
Placed in seven to twelve (7-12) months and will be moved to thirteen to nineteen (13-19) months on September 27, 2022. Lump Sum payment of one thousand dollars (\$1,000.00) within thirty (30) days of ratification.

Signed this 27th day of May, 2022.

WESTERRA EQUIPMENT LIMITED
PARTNERSHIP (Abbotsford)



INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115



LETTER OF UNDERSTANDING #3

BY AND BETWEEN:

WESTERRA EQUIPMENT LIMITED PARTNERSHIP(Abbotsford)

(hereinafter referred to as the "Company")

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

(hereinafter referred to as the "Union")

(hereinafter referred to as the "Parties")

The Parties agree that as part of a recruitment / retention program for Westerra Equipment and its employees' establishment of a Certified Partsperson Apprenticeship Program would be beneficial to both Parties.

To address this issue, the Parties will meet within six (6) months from the date of ratification to determine if an agreement can be reached for the establishment of the apprenticeship program.

The discussions will be guided by the following principles:

1. All apprentices employed by the Company in the Partsperson apprentice program will be enrolled in a recognized Red Seal Partsperson program at a post-secondary facility offering the program.
2. Apprentices must remain employed with the Company for a minimum of two (2) years after the completion of each apprenticeship level or have to pay back the Company, the wages paid at school for the previous two (2) years on a prorated basis. Wages do not include EI received during the apprenticeship course. Apprentices will onto have to pay back wages if they are terminated for permanently laid off by the Company.
3. Apprentices who, as a requirement of their apprenticeship attend school, will receive eight (8) hours pay per training day at their current rate, along with all other provisions of this Collective Agreement. The Company may off-set some wage only costs by using the Supplemental Unemployment Benefit Plan (SUB Plan).
4. An apprentice having served their required time and having passed any necessary examinations will automatically be classified as a Journeyperson as per Appendix "A" of this Collective Agreement.

5. Apprentices in a three (3) year Parts program will be compensated as follows:

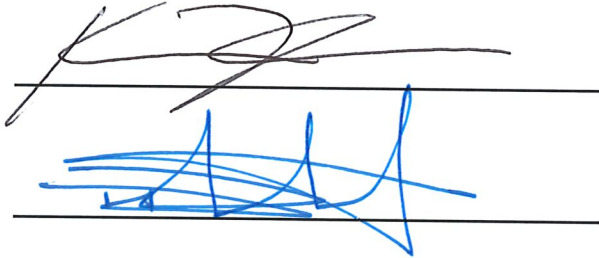
First year apprentice 60% of Certified Partsperson Red Seal rate.

Second year apprentice 75% of Certified Partsperson Red Seal rate.

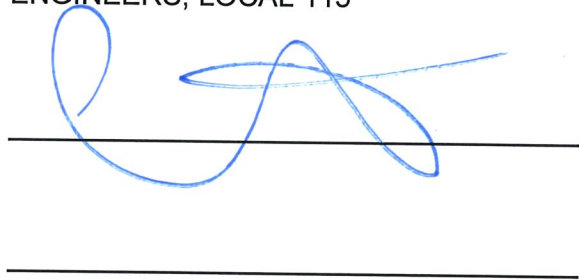
Third year apprentice 90% of Certified Partsperson Red Seal rate.

Signed this 27th day of May, 2022.

WESTERRA EQUIPMENT LIMITED
PARTNERSHIP (Abbotsford)



INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115



CL/ss *moveup*

WesterraEquipment(Abbotsford)_CA_2022-2025 (Signing Copy)