

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

VITALAIRE CANADA INC.
(KELOWNA, BC)



AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS'
INTERNATIONAL UNION, ON BEHALF OF LOCAL UNION 1-423



2019-2023

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1.00 BARGAINING AGENCY AND RECOGNITION

- 1.01. This Collective Bargaining Agreement (hereinafter the "**Agreement**") is between:
- a) VitalAire Canada Inc. (hereinafter the "**Employer**"), on the first part; and,
 - b) United Steel, Paper And Forestry, Rubber, Manufacturing, Energy, Allied Industrial And Service Workers' International Union (United Steelworkers), on behalf of Local Union 1-423 (hereinafter the "**Union**"), on the second part.
- 1.02. The term "**Employee**" as used in and for the purpose of this Agreement shall include all Employees of the Employer within the bargaining unit certified by the British Columbia Labour Relations Board on June 26, 2013, under cases number 65282.
- a) A part-time Employee works less than full time hours. The part-time Employee may have a set schedule and additional call-in hours. The Employer shall employ a maximum of three (3) part-time Employees at any one (1) time.
- 1.03. The Employer and the Union (hereinafter the "**Parties**") agree that it is their intent and purpose that this Agreement will promote and improve industrial and economic relationships between the Parties; and to set forth herein the basic Agreement covering rates of pay, hours of work, and conditions of employment to be observed between the Parties; and to provide an amicable method of settling any difference that may arise in the interpretation, application, administration, or alleged violations of the Agreement. It is the duty of the Parties to cooperate fully in the promotion and achievement of the matters set forth in the Agreement.
- 1.04. The Parties subscribe to and support the principles of the Human Rights Code with respect to the employment of the Employees in the bargaining unit. The Parties agree that all Employees should be assured of a work environment that is free of all forms of discrimination including personal, sexual harassment and bullying.
- 1.05. Any notice required to be given to the Employer under the terms of this Agreement shall be given by email addressed to it at its registered address in the city of Kelowna, BC. Any notice to be given to the Union under the terms of this Agreement shall be given by email addressed to the Union at its registered address in the city of Kelowna, BC.
- 1.06. All provisions referred to in this Agreement apply equally to both male and female Employees. The use of the masculine or neutral gender with respect to persons shall be deemed to include all appropriate genders.
- 1.07. The Section headings, if any, shall be used for purposes of reference only, and may not be used as an aid in the interpretation of this Agreement.
- 1.08. The patients' care is of mutual concern to both Parties. In the event of a natural or other disaster that could disrupt delivery of product to our patients and/or customers, Employees will provide full support and cooperation until the situation has been rectified if the Employee is not been adversely affected personally. This will include, but not be limited to standard hours will not apply, nor will a three-(3)-week notice to a change in schedule be necessary. Overtime rates in accordance with the Agreement will apply.

2.00 JURISDICTION

- 2.01. The Employer recognizes the Union as the sole and exclusive bargaining agency of all Employees for the purpose of collective bargaining with respect to rates of pay, hours of employment and all other working conditions and conditions of employment.



- 2.02. No Employee shall be compelled or allowed to enter into any individual contract or agreement with the Employer concerning the conditions of employment modifying the conditions of employment contained herein. No Employee shall be asked to make a written or verbal agreement with the Employer varying terms or conditions of this Agreement.
- 2.03. Persons, including contractors, whose regular jobs are not in the bargaining unit, shall not work on any jobs, which are included in the bargaining unit which may deny an Employee of job opportunity, overtime, or, which may result in temporary or permanent lay-off.
- 2.04. Casual Employees are Employees who are employed in work that is not of continuous nature, including coverage for vacations, illness or injury, or positions that becomes temporarily vacant. Their main purpose is to supply coverage for illness or injuries, holidays, or any other situation where the regular full-time or regular part-time Employees will be absent from work. Casual Employees are available to work at every time on a voluntary basis, without any guaranty of work hours by the Employer. Work hours may vary and the amount of continuous days is unrestricted. A Casual Employee has the right to decline a work assignment. Casual employment being on call in nature, Sub-section 9.12 does not apply to Casual Employees. Notwithstanding the Agreement, a Casual Employee that does not work during a period of twelve (12) consecutive months loses his seniority and employment. Casual Employees do not have access to Benefits and Pension as per Section 14.00.
- 2.05. The Employer may make reasonable workplace rules to be observed by all Employees. Changed rules shall be communicated to the Employees prior to implementation, which shall include circulation among Employees.
- 2.06. If the Employer requires any Employee to be bonded, the Employer shall request the Employee to fill in a bonding form that is sanctioned by the Union. The cost of such bonding shall be paid for by the Employer.

3.00 MANAGEMENT RIGHTS

- 3.01. The Union recognizes that the management of the operation and direction of the working forces are fixed exclusively in the Employer, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- a) Maintain order and efficiency;
 - b) Hire, discharge, direct, classify, transfer, promote, demote, lay-off, recall, and suspend or otherwise discipline Employees, provided that if an Employee has been discharged or disciplined without just cause, a grievance may be filed and dealt with in accordance with the Grievance Procedure;
 - c) Make, enforce and alter from time to time rules and regulations to be observed by the Employees;
 - d) Determine the nature and kind of business conducted by the Employer, the kinds and locations of equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the schedules of work, number of personnel to be employed, the extension, limitation, curtailment or cessation of operations, and to determine all other functions and prerogatives herein before vested in and exercised by the Employer, which shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement.
 - e) Advise the Local Union of management structure at each of the locations covered by the Labour Relations Board certification.
 - f) The Employer agrees that any exercising of these rights and powers in conflict with any provisions of this Agreement shall be subject to the provisions of the Grievance Procedure.

- 3.02. Employees will participate in all periodic assessments and feedback programs as set out by the Employer. These will be non-disciplinary meetings.

4.00 UNION SECURITY

- 4.01. Each Employee shall, as a condition of his hiring or continued employment: authorize the Employer in writing to deduct union dues from his pay. The authorization shall be in a form provided to the Employer by the Union; and become a member of the Union and maintain membership.
- 4.02. The Employer agrees to deduct from each Employee who has authorized such deduction, an amount equivalent to the monthly dues provided for in the International Constitution of the United Steelworkers.
- a) The dues so deducted shall be remitted, along with a completed USW "R-115" Form (a summary of the dues calculations made for the month, each month), no later than fifteen (15) days following the last day of the month in which the remittance union dues was deducted payable to: International Secretary-Treasurer, United Steelworkers, P.O. Box 9083, Commerce Court Postal Station, Toronto, ON., M5L 1K1.
 - b) The monthly remittance shall be accompanied by a statement showing the names of each Employee from whose pay deductions have been made and the total amount deducted for the month. Such statements shall also list the names of the Employees from whom no deductions have been made and the reasons why.
 - c) Duplicates of the "R-115" Form and the Employee deduction statement shall be forwarded monthly as follows: United Steelworkers Local 1-423, 141 Commercial Drive, Kelowna, (British Columbia) V1X 8H4.
 - d) Such deduction shall appear on the Employee's annual tax slip.
 - e) The Union agrees to indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of, or by reason of deductions made or payments in accordance with this Section 4.02.
- 4.03. The Employer agrees that there shall be no intimidation or discrimination against any Employee because of his legitimate activities as a member, steward, or officer of the Union.
- 4.04. Employees shall not engage directly or indirectly in any Union activity on Employer property or during working hours, except as expressly provided for in this Agreement, or as otherwise mutually agreed by the Parties.
- 4.05. Representatives of the Local Union shall have access to the Employer's premise during normal working hours. It is agreed that such visits will not interfere with normal operations. The Union shall give reasonable notice to the Employer of any attendance at the work site.
- 4.06. It shall not be a violation of this Agreement for an Employee to affix the United Steelworkers Union Label (approximately three inches (3") in size) to the driver's side window on the Employee's primary vehicle.
- 4.07. For the purpose of international aid and development, the Employer shall deduct on a bi-weekly basis the amount of one cent (\$0.01) per hour from the wages of all Employees for all hours worked to a maximum of forty (40) straight time hours per week, and on a bi-weekly basis, to pay the amount so deducted to the "Humanity Fund" and to forward such payment to: United Steelworkers, National Office, 234 Eglinton Avenue E., 7th Floor, Toronto, Ontario, M4P 1K7; and to advise in writing both the Humanity Fund at the aforementioned address and the Local Union that such payment has been made, the amount of such payment and the names of all employees on whose behalf such payment has been made.





- a) The Employee's participation in the program of deductions set forth above may be discontinued by the Employee after the receipt by the Parties of the Employee's written statement to withdraw its participation in the program of deductions set forth above.
- b) The total for each Employee's annual deduction will be entered as a charitable contribution on the tax slip for the year it has been deducted, under the charitable donation number: R119172278 RR 0001.

5.00 UNION STEWARDS

- 5.01. The Union is entitled to appoint or elect from among the Employees one (1) Shop Steward and one (1) alternate. The duties of the Shop Stewards shall be to assist in the reporting and resolution of all grievances and complaints.
- 5.02. The Employer agrees to recognize the duly appointed or elected Shop Stewards if the Union has first advised the Employer in writing of the names of the Employees so appointed or elected. The Union will advise the Employer in writing of any changes made from time to time. Shop Stewards shall not be discriminated against or disciplined for the proper performance of their duties on behalf of the Union.
- 5.03. The Shop Stewards first obligation is the fulfilment of their responsibilities as an Employee. During their working hours, Shop Stewards are not entitled to engage in Union activities other than the necessary involvement in the reporting and resolution of grievances. Before leaving the workplace, Shop Stewards must ask for permission from the Employer. Shop Stewards may post official Union communications to their members on the Employees' bulletin boards. Official Union communications must be approved by the Employer's representative before being posted on the bulletin board.
- 5.04. The necessary time which is spent by Shop Stewards during their regular working hours in reporting and resolving grievances, or in attending meetings specifically provided for herein, shall be considered time worked. The time and location of such meetings shall be mutually agreed between the Parties' representatives.
- 5.05. Upon request, the Employer's representative will meet with the Shop Stewards on a bi-monthly basis to review problems that may arise concerning the application and operation of the Agreement. The Steward will be permitted to attend such meetings without loss of pay. The time and location of such meetings shall be mutually agreed upon by the Parties. There will be no premium cost to the Employer. Minutes shall be kept as a record of the matters discussed during these meetings. Where the Parties agree that there are no problems, it will not be necessary to convene the monthly meeting.
- 5.06. The Union shall have the use of a bulletin board on the premises of the Employer and provided by the Employer for the purpose of posting, notices, etc., which may be of interest to the Union members. Such notices shall be posted only by the Shop Steward.
- 5.07. The Employer agrees to recognize and deal with a Union Negotiating Committee of not more than two (2) regular Employees along with representatives of the International Union and Local Union 1-423. The Negotiating Committee is a separate entity from other committees, and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of this Agreement. The Employer agrees to allow members of the Negotiating Committee the time off work without loss wages and pension for the purpose of meeting with the Employer in the negotiation of the renewal or modification of this Agreement. During negotiations for the renewal of the Agreement, the Employer shall place Employees that are members of the Negotiating Committee on the day shift.

6.00 GRIEVANCE AND ARBITRATION PROCEDURE



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- 6.01. Any complaint, disagreement, or differences of opinion between the Parties with respect to the interpretation, application, operation, or alleged violation of the Agreement, including any dispute with regard to discipline or discharge, shall be considered a grievance. Any such complaint, disagreement, or difference of opinion will not be recognized as a grievance unless the grievance procedure is followed.
- 6.02. A grievance or dispute shall commence within the time limit provided, otherwise it shall be deemed abandoned. All time limits fixed by this Section 6.00 may be extended by mutual agreement between the Parties.
- 6.03. The Union shall provide the Employer with a written list of the names of any persons other than Shop Stewards who are authorized to deal with the adjustment or resolution of grievances on behalf of the Union and to provide further written advice of changes made in the list from time to time. The Employer agrees to provide the Union with a written list of the names of any persons who are authorized to deal with the adjustment or resolution of grievances on behalf of the Employer and to provide further written advice of changes made in the list from time to time.
- 6.04. The Grievance procedure shall be as follows:
- a) As an informal step, the Employee is encouraged to make an earnest effort to resolve the grievance directly with the Supervisor. At his step, the Employee may be accompanied by a Shop Steward.
 - b) **Step One:** At this step, a written grievance must be filed with the Employer's representative within ten (10) working days after the occurrence of the alleged grievance or of the date on which the Employee first has knowledge of it. The notice in writing shall clearly describe the nature of the incident, or occurrence, which gave rise to the grievance, and shall clearly state the provision of the Agreement, which has been violated. Any meeting between the Parties must involve the Employee, the Shop Steward and the Employer's representative. The Employer's representative shall answer the grievance in writing within ten (10) working days.
 - c) **Step Two:** In the event that a resolution of the grievance, satisfactory to the Parties, does not result at Step One (Section 6.04.b)), an attempt to resolve the grievance shall be made between the Employee, the Shop Steward and/or a Union representative, and an Employer's representative. This step must be taken by notice in writing within ten (10) days of the date on which the written answer was delivered in Step One (Section 6.04.b)).
 - d) **Step Three:** In the event that a resolution of the grievance, satisfactory to the Parties, does not result at Step Two (Section 6.04.c)), either Party may advance the grievance to the next step.
 - e) **Step Four:** The grievance will be heard by a single Arbitrator.
 - f) Either Party may file policy or group grievances. Such grievances shall be filed at Step Two (Section 6.04.c)).
- 6.05. The Party wishing to use the Arbitration procedure shall notify the other Party of the decision, within twenty (20) working days of the receipt of the reply at the last step of the grievance procedure. Such notification must be in writing.
- 6.06. The following persons shall be recognized as the "Sole Arbitrator" to be called in rotation for the purpose of the Arbitration procedure: Ms. Judi Korbin and Ms. Marguerite Jackson. The Arbitrator shall not be vested with the power to change, modify, or alter any of the terms of this Agreement.
- 6.07. The Arbitrator's decision shall be final and binding upon the Parties and upon any Employees affected by it.
- 6.08. The Parties shall jointly bear the costs of the Arbitrator. Each of the Parties shall bear the expenses of the witnesses called by it. No costs of Arbitration shall be awarded to or against either Party.

7.00 SENIORITY

- 7.01. The Parties recognize that job opportunity and seniority shall increase in proportion to the length of service. The term "seniority" as used herein shall have reference to any Employee's right to a job based upon his length of service with the Employer and his ability to fulfil efficiently the job requirements.
- 7.02. All promotions, transfers, filling of vacancies, layoffs, and recall from layoffs shall be done strictly in accordance with Section 8.01.
- 7.03. Seniority of each Employee shall be established after a probation period of four hundred and eighty (480) worked hours and shall count from date of employment.
- 7.04. A part-time Employee shall be considered on probation until after he has worked four hundred and eighty (480) with the Employer. Upon successful completion of probation, the part-time Employee's name shall be placed on the seniority list and seniority shall be based on the number of hours worked dating from the date he commenced employment within the bargaining unit. Probationary part-time Employees may be dismissed by the Employer for reasons less serious than might justify the dismissal of a part-time Employee who has acquired seniority. Part-time Employees shall be credited in terms of years based on one thousand nine hundred fifty (1,950) hours equaling one (1) year of employment when a part-time Employee becomes full time.
- 7.05. Seniority shall be maintained and accumulated during absence due to:
- a) Lay-off;
 - b) Sickness or non-compensable accident covered by authorized leave of absence;
 - c) Authorized leave of absence;
 - d) Absence from employment while serving in Canada's Armed Forces;
 - e) Absence from employment on Union business; and/or
 - f) Absence due to an accident or a sickness covered by WORKSAFE BC.
- 7.06. An Employee shall lose his seniority standing and his job for any of the following reasons:
- a) If the Employee voluntarily quits;
 - b) If the Employee is discharged and not reinstated under the terms of this Agreement;
 - c) If the Employee is laid off and fails to return to work within ten (10) working days after he has been notified to do so by the Employer by registered mail to his last known address;
 - d) If on lay-off for lack of work for a period of time exceeding the equivalent of his accumulated seniority at the time of layoff, to a maximum of twelve (12) months; and/or
 - e) A recalled Employee will be notified of approximately how long such recall is expected to last. If the recall is expected to last for a period of four (4) weeks or more, the Employee will receive five (5) days' notice in writing of layoff or pay in lieu of notice.
 - f) Is absent for three (3) consecutive working days without justification.
- 7.07. On request, an updated seniority lists will be posted. The seniority list shall contain the following information: the Employee's name, the date of seniority, and the Employee's classification. The seniority list shall be posted by the Employer for a minimum of thirty (30) days. Any objection to the accuracy of a posted seniority list must be lodged with the Employer during the thirty (30) days in which the list is posted. Thereafter, the posted list will be deemed to be valid and correct for all purposes of this Agreement. At the time of posting, a copy of the seniority lists shall be given to the Shop Steward and one copy to the Local Union. New Employees will be added to the list at the time they attain seniority.



- 7.08. Employees shall be recalled in order of seniority provided those to be recalled possess the necessary qualifications, skills, and ability to perform the work available.
- 7.09. When an Employee is transferred to a position outside the bargaining unit and within one (1) year of the transfer returns to a position in the bargaining unit, the time worked by such Employee outside the bargaining unit shall not be counted and accrued for the purposes of determining his seniority regarding layoffs, recalls, and promotions. However, his previous bargaining unit seniority shall apply. If the Employee does not return to the bargaining unit within the twelve (12) month trial period, the Employee shall lose all bargaining unit seniority.

8.00 JOB POSTING

- 8.01. In the event that a position in the bargaining unit becomes vacant or a new job becomes available, the Employer shall post a notice on the Notice Board and the posting shall be email to all Employees advising that a vacancy exists in a particular job, giving the details of the job, rates of pay, shift hours, etc. Employees desiring such job may apply, in writing, within five (5) days of such posting, not including Saturday or Sunday. Employees on vacation may apply on their return to work.
- 8.02. When filling job vacancies within the bargaining unit, the Employer shall award the position to the applicant with the ability and qualifications to perform the job. Where these factors are relatively equal, seniority shall govern the selection. The Shop Steward shall be given a copy of the notice referred to above. The Employer shall post the name of the successful applicant as soon as the decision is made.
- 8.03. Any Employee promoted to another job as herein set out shall be given a reasonable period of trial of up to forty (40) hours. If after such period the Employee is unable to perform the job properly or finds the job unsatisfactory, the Employee shall revert back to his former job and rate of pay without any loss of seniority. Any other Employees who have changed positions due to this posting shall revert to their former positions prior to the posting.
- 8.04. If an Employee is absent in excess of thirty (30) calendar days due to illness or injury, his job shall be posted as a temporary job until his return from their absence.

9.00 DAYS AND HOURS OF WORK AND OVERTIME

- 9.01. The workweek shall be Monday through Saturday inclusive, and shall consist of the following day shifts. This Section is not intended as a guarantee as to hours of work per day, nor as to days of work per week, nor as a limitation on hours of work. If the Employer alters the start time or scheduled workdays of a day shift, the Employer shall provide the Employee with two (2) weeks' written notice. All tasks assigned during regularly scheduled hours will be completed by Employees.
- a) Shipper/Receiver: five (5) days per week, seven (7) hours and thirty (30) minutes working hours per day including one (1) fifteen-(15)-minute paid break in each half (½) of all shifts plus a one-half (½) hour unpaid lunch break. The shift shall be established between the hours of 05:00 and 19:00.
 - b) Driver and Technician: five (5) days per week, eight (8) working hours per day including one (1) fifteen-(15)-minute paid break in each half (½) of all shifts plus a one-half (½) hour unpaid lunch break. The shift shall be established between the hours of 05:00 and 19:00.
 - c) Driver and Technician: four (4) days per week, four (4) days at ten (10) working hours per day including one (1) fifteen-(15)-minute paid break in each half (½) of all shifts plus a one-half (½) hour unpaid lunch break. The shift shall be established between the hours of 05:00 and 19:00.

- d) Driver: three (3) days per week, thirteen (13) working hours per day including two (2) one-half ($\frac{1}{2}$) hour paid breaks. The shift shall be established between the hours of 05:00 and 19:00.
- 9.02. The Employer agrees to negotiate shift premiums, hours of work and rotations with the Union if the Employer chooses to implement any afternoon, night, or Sunday shifts other than the present day shifts listed in Section 9.01.
- 9.03. If the Employer permits the Employee to leave early, the Employee who reports for work at the start of the workday shall be guaranteed full pay for the balance of the workday with the exception of leave time, which will be deducted if the Employee has used all his benefits.
- 9.04. Overtime work is defined as authorized work performed in excess of an Employee's normal shift or on an Employee's day off as set out in Section 9.01.
- a) Overtime shall be paid at one and one-half times (1.5x) the regular hourly rate for the first two (2) hours of overtime worked on eight (8) hour shifts and double time (2x) thereafter.
- b) Overtime shall be paid at one and one-half times (1.5x) the regular hourly rate for the first hour of overtime worked on ten (10) hour shifts and double time thereafter.
- c) All overtime worked on thirteen (13) hour shifts shall be paid at two times (2x) the regular hourly rate.
- d) All overtime during a day off shall be voluntary.
- 9.05. For part-time Employees, overtime work is defined as authorized work performed after the completion of a shift as referenced in Section 9.01 or on a scheduled day off when he has worked the equivalent of a full time work week (37.5 hours), excluding overtime.
- 9.06. An Employee who is not scheduled to be on call and is recalled to work after completing his scheduled shift or on a scheduled day off shall be paid at the appropriate overtime rate for all hours worked up to the commencement of his regularly scheduled working hours. If it is an Employee's scheduled day off and he is recalled to work, in no case shall he receive less than the equivalent of four (4) hours pay at his regular hourly rate.
- 9.07. When Employees are advised to report for work at a specified time, they shall be paid from that time, even though there may be no work for them to do.
- 9.08. If it becomes necessary to work scheduled overtime, such scheduled overtime shall be distributed as equally as possible amongst those Employees who normally perform such work. Refusal to work overtime shall be considered overtime worked for determining equal distribution. This Section does not apply to part-time Employees.
- 9.09. After an Employee has worked more than two and one-half ($2\frac{1}{2}$) hours or more of overtime in a day, the Employer shall see that each Employee receives a meal or rest break of thirty (30) minutes without pay and a meal reimbursement of up to fifteen dollars (\$15.00). Claims for meal expenses shall be submitted on an Employer expense form with the receipt attached.
- 9.10. Any meeting held after working hours shall be at the Employee's discretion, unless the Employer classifies it as time worked and pays for same at the appropriate overtime rate.
- 9.11. If an Employee reports for work at the commencement of his regular shift without previous notification not to do so, he shall be paid for the equivalent of four (4) hours work at his regular rate, provided, if requested by the Employer, the Employee shall perform such work to which he may be assigned.

9.12. Employees participate in the on-call rotation as scheduled by the Employer. Part-time Employees shall participate in the on call rotation.

- a) The on-call rotation shall be posted eight (8) weeks in advance.
- b) A standby fee of thirty dollars (\$30.00) per day shall be paid to an Employee while on call, except for Saturday, Sunday, and statutory holidays which is fifty dollars (\$50.00) per day.
- c) Full-time Employees, excluding part-time Employees, not scheduled to be on-call and recalled to work shall be paid at the appropriate overtime rate for all hours worked up to the commencement of their regularly scheduled working hours. If it is an Employee's scheduled day off and he is called out to work, he shall receive the appropriate overtime rate for the hours worked during each call out but in no case shall he receive less than the equivalent of four (4) hours pay at his regular hourly rate for that day. A part-time Employee scheduled to be on call, and recalled to work, shall be paid at the regular hourly rate or the appropriate overtime rate as defined in 9.04 of the Agreement.

The first sentence does not apply to part-time Employees.

- d) An Employee can only be on-call once in a four-(4)-week period or, if the Employee agrees to be on-call more than once in a four-(4)-week period.
- e) An Employee who is on call must have eight (8) hours between finishing an on-call callout and reporting for his/her regular shift. If there has not been an eight (8) hour break, the Employee will be permitted a full eight-(8)-hour break before reporting to work for his regular shift. The Employee will not be expected to work past 21:00 p.m. if he is scheduled to work the following day but will be compensated for his full shift at the regular hourly rate.

9.13. No Employee shall use his personal vehicle on Employer business.

10.00 HEALTH AND SAFETY

10.01. The Employer shall make reasonable provisions for the safety and health of its Employees during the hours of their employment.

10.02. The Union shall co-operate with the Employer in encouraging Employees to observe any safety and health regulations, which may be prescribed by the Employer, and to work in a safe manner.

10.03. The Employer agrees to maintain clean, sanitary washrooms, having running water and with toilet facilities and Employees shall observe the simple rules of cleanliness and good housekeeping in those facilities.

10.04. Regular monthly safety meetings shall be held up to a maximum of ten (10) per year.

10.05. Any Employee suffering injury while in the employ of the Employer must report immediately to Management or as soon thereafter as possible, and report to Management upon returning to work.

10.06. If an Employee is injured on the job, the Employer will maintain his normal earnings for the day of injury.

If the Workers' Compensation Board of British Columbia ("WorkSafeBC") signifies an Employee recovering from a work-related injury or illness that the Employee may go back to work, the Employer shall reinstate the Employee in the Employee's previous job and rate of pay. If the Employee is unable to do the job he held at the time of injury or the job no longer exists, the Employer shall try to place the Employee in a job which said Employee can do at the



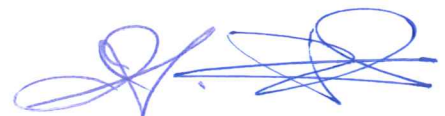
wage rate assigned to the appropriate job classification. If there is no such job available, the Employee shall be terminated and then he shall be entitled to severance pay as per Section 16.08.

- 10.07. Employees are required to wear appropriate personal protective equipment at all times during their work shifts. Where required, the Employer shall provide free of charge: gloves of a suitable type, safety glasses and face shields, and hearing protection.
- 10.08. The care of personal protective equipment, including fire-retardant uniforms furnished by the Employer for use by an individual Employee only, shall be the responsibility of the Employee. Damage or loss through the Employee's carelessness may be subject to disciplinary action.
- 10.09. Upon successful completion of the four hundred and eighty (480) hour probationary period, the Employer shall issue the following:
 - a) four (4) sets of shirts and pants for Employees who work more than twenty-two and one-half (22.5) hours per week. The uniforms will be replaced by the Employer when they are shown to be reasonably worn out. Employees who work less than twenty and one-half (22.5) hours per week shall receive two (2) sets of shirts and pants, which will be replaced by the Employer when they are shown to be reasonably worn out. Probationary Employees shall be issued coveralls until they become eligible for shirts and pants.
 - b) one (1) all season jacket every two years.
 - c) Upon successful completion of the probationary period, a part-time Employee shall receive a prorated number of shirts and pants based on the percent of time worked.
 - d) the Employer retains the right to change the method of distribution of uniforms provide it is not to provide fewer clothes.
- 10.10. If an Employee is required to wear any kind of uniform as a condition of employment, such uniform shall be furnished and maintained by the Employer, free of charge, at the standard required by the Employer.
- 10.11. The Employer shall provide one pair of work boots per year, as required, to a maximum value of two hundred and fifty dollars (\$250.00). New Employees shall retroactively receive the Employer's subsidy after they have successfully completed their probationary period if they continue to remain in the employ of the Employer. Proof of requirement must be verified in order to receive a second pair. 10.09.a) New part-time Employees shall be entitled to retroactively receive the Employer's subsidy of two hundred fifty dollars (\$250.00) for one (1) pair of work boots after they successfully completing the probationary period.
- 10.12. The Employer shall reimburse prescription safety glasses to Employees that require them, up to maximum of two hundred dollars (\$200.00) per period of twenty-four (24) months per Employee.
- 10.13. The Employer shall supply any safety equipment as required by law without charge.
- 10.14. The Employer shall maintain vehicles in safe operating condition and equipped with the safety appliances required by law. No Employee shall be required to operate any vehicle that is in unsafe operating condition or not equipped with the safety appliances prescribed by law.
- 10.15. Employees shall report any safety or mechanical defects in equipment, and the Employer shall make the necessary repairs to conform to the safe operation of the equipment. When a driver reports a defect in equipment on the repair report, he must tag or mark the vehicle involved in such a manner so that other Employees shall notice the defective equipment. It shall be the Employer's responsibility to supply such tags or other marking devices. A copy of the repair report shall be left in the truck for the outgoing driver, who shall remove the defective equipment tag. Failure to report any known safety or mechanical defects in equipment may result in disciplinary action.

- 10.16. Wherever reasonably possible, vehicles shall have installed steps or devices to allow reasonable access to the body.
- 10.17. The Employer shall pay an Employee at his regular hourly rate for necessary time lost for completing a driver's test for renewal of his license or for undergoing a medical examination in connection therewith. This applies only to Employees who drive a vehicle at any time for the Employer. The above shall be scheduled during working hours at a mutually agreed upon time.
- 10.18. If a driver is fined for operating a vehicle in excess of the legal load limits, the Employer shall pay such fines if it was beyond the driver's control.
- 10.19. A person must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance, or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.
- a) A worker who refuses to carry out a work process or operate a tool, appliance, or equipment pursuant to subsection 10.19.a) must immediately report the circumstances of the unsafe condition to his or her supervisor or Employer.
 - b) The Employer's representative receiving a report made under subsection 10.19.a) must immediately investigate the matter and ensure that any unsafe condition is remedied without delay, or if in his opinion the report is not valid, must so inform the person who made the report.
 - c) If the procedure under subsection 10.19.b) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, the Employer's representative must investigate the matter in the presence of the Employee who made the report and in the presence of: an Employee member of the joint committee or an Employee who is selected the Union.
 - d) If the investigation under subsection 10.19.c) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the supervisor, or the Employer, and the Employee must immediately notify an officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.

11.00 SALARY

- 11.01. The wage rates provided in Appendix "A" shall cover the job classifications and shall remain in effect throughout the term of this Agreement. Any change in wage rates shall be effective from the beginning of the nearest pay period.
- 11.02. The Employer has the right to amend existing job classifications and create new job classifications not specifically set out in Appendix "A". In such circumstances, the Employer will set a rate for the new or amended classification and advise the Union. The Parties will discuss the new or amended classification and rate. In the event that the Parties cannot agree on the wage rate, the matter can be referred to arbitration as set out in this Agreement within thirty (30) days. The Arbitrator will be guided by the existing rate structure under this Agreement.
- 11.03. Employees performing work in a higher rated classification for a minimum of four (4) hours shall receive the higher rate of pay for all such time worked in the higher classification.
- 11.04. Any Employee required to perform temporarily work of a lower rated classification shall not receive a reduction in wages. Temporary assignments shall be offered to qualified Employees in order of seniority. If the senior Employee(s) refuses the work, the most junior qualified Employee(s) must accept the temporary assignment.



- 11.05. Employees required to stay away from home overnight shall stay at Employer designated hotels and receive a meal allowance of fifteen dollars (\$15.00) for breakfast and lunch, and twenty-five dollars (\$25.00) for dinner. The Employee shall submit receipts with the Employer expense form to claim such expenses.
- 11.06. When training is given to an Employee and such training includes temporarily assigning that Employee to perform in a classification which is normally occupied by another Employee, that other Employee shall not be assigned to another classification unless by mutual agreement.
- 11.07. Employees shall be paid all wages earned by such Employees within fourteen (14) days after the end of the pay period. The Employer shall provide every Employee an electronic earnings statement. Such statement shall set forth the total hours worked, the total overtime hours worked, the rate of wages applicable, and all deductions made from the gross amount of wages. The statement shall show the amount of vacation accrued and the amount of vacation taken. The Employer will make sure that all Employees have confidential access to the electronic earning statement and a means to print that statement.
- 11.08. Where there is an error on a pay cheque this shall be corrected and any monies owing be paid not later than five (5) working days from the date the Employer is notified in writing of the error.
- 11.09. Employees shall promptly update any relevant information required for in information systems. If an Employee fails to do this, the Employer shall not be responsible for any issues that may occur as a result.

12.00 STATUTORY HOLIDAYS

- 12.01. Employees shall be entitled to the following eleven (11) statutory holidays with pay, regardless of the day on the calendar day that they fall on: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day. If it falls on a day of rest, the Employee shall take a day off on another day mutually agreed between the Employee and the Employer. A part-time Employee employed for a minimum of thirty (30) calendar days shall be paid in accordance with the law.
- 12.02. Statutory holiday pay shall be computed by multiplying the Employee's regular straight time hourly rate by the number of hours in the Employee's regular workday. This Section does not apply to part-time Employees.
- 12.03. Employees who are required to work a shift which commences at any time during the statutory holiday, or a shift which carries over into a statutory holiday for at least two (2) hours, shall in addition to their regular statutory holiday pay, receive one and one-half times (1½x) their hourly rate for the first eight (8) hours worked during that shift and two times (2x) their hourly rate thereafter, but shall not be entitled to this for hours in both shifts which fall during the statutory holiday period of twenty-four (24) hours. If shifts are worked in both of these days, then the shift which contains the majority of hours in the statutory holiday shall be the shift paid for as the statutory holiday. Appropriate overtime rates shall apply when required. A part-time Employee working on a General Holiday shall be paid the appropriate overtime rate.
- 12.04. The statutory holiday shall take place on the date specified as the legal holiday by the Government. A yearly calendar showing the statutory holidays will be posted. This Section does not apply to part-time Employees.
- 12.05. In the event that a statutory holiday falls within an Employee's vacation period, he shall be granted an extra day's holiday with pay.

13.00 ANNUAL VACATIONS

- 13.01. Full-time Employees shall be entitled to vacations with pay as set out below:

- a) An Employee with less than one (1) year continuous service shall be entitled to one (1) days' vacation with pay for each calendar month up to a maximum of ten (10) working days or six (6) to eight (8) working days depending on their workweek.
- b) An Employee with one (1) year or more of continuous service shall be entitled to three (3) weeks' vacation.
- c) An Employee with five (5) years or more of continuous service shall be entitled to four (4) weeks' vacation.
- d) An Employee with twenty (20) years or more of continuous service shall be entitled to five (5) weeks' vacation.
- e) An Employee with twenty-five (25) years or more of continuous service shall be entitled to six (6) weeks of vacation.

13.02. Part-time Employees shall be entitled to vacations with pay as set out below:

- a) Part-time Employees who have less than one thousand nine hundred fifty (1,950) hours shall be entitled to vacation pay of four percent (4%) of their regular wages per annum, which is paid each, pay period.
- b) Part-time Employees with one thousand nine hundred fifty (1,950) hours or more of continuous service shall be entitled to vacation pay of six percent (6%) of their regular wages per annum, which is paid each pay period.
- c) Part-time Employees with nine thousand seven hundred fifty (9,750) hours or more of continuous service shall be entitled to vacation pay of eight percent (8%) of their regular wages per annum, which is paid each pay period.
- d) Part-time Employees with twenty-nine thousand two hundred fifty (29,000) hours or more of continuous service shall be entitled to vacation pay of ten percent (10%) of their regular wages per annum which is paid each pay period.
- e) Vacation time off shall be granted as an authorized leave of absence without pay and shall be secondary to vacation scheduling of full time Employees. When a part-time Employee becomes full-time, he shall be credited with his time worked as a part-time Employee for the purpose of establishing vacation entitlement and pay based on one thousand nine hundred fifty (1,950) hours equalling one (1) year of employment.

13.03. A week of vacation is based on an Employee's regular hours in their regular workweek. This Section does not apply to part-time Employees.

13.04. If an Employee is asked to displace his vacation at the request of the Employer, the vacation will be rescheduled to a mutually agreed period. This will be done at the time of the initial vacation displacement request. This Section does not apply to part-time Employees.

13.05. Pay for each week of vacation shall be computed based on two percent (2%) of the gross wages earned by the Employee during the period of January 1st to December 31st immediately preceding the year in which the vacation is taken. The vacation percentage on the overtime pay will be paid on the same pay that the overtime is paid on. This Section does not apply to part-time Employees.

13.06. Upon termination of employment, an Employee shall receive vacation pay, for vacations earned but not taken. This Section does not apply to part-time Employees.

13.07. No later than February 1st of each year, the Employer shall post a schedule on the Bulletin Board. Employees shall apply for their vacations on the schedule at a time desired by March 1st of each year at the latest. Before March 15th

of each year, the Employer shall prepare and post the vacation schedule in accordance with the Employees' preference and seniority as well as operational requirements. Once vacations have been approved, Employees will enter them in the payroll system. If an Employee fails to schedule his request by March 1st, the Employee shall forfeit his seniority rights for scheduling his vacation.

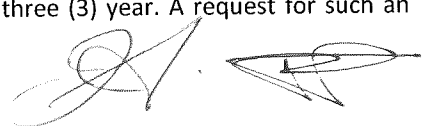
- 13.08. Employees eligible for two (2) weeks or more of vacation may book two (2) consecutive weeks between the months of June and September inclusive, and upon the availability and with the Employer's approval, shall have the option for an additional week.
- 13.09. Employees shall be able to book vacations during the Christmas holidays on a rotational basis in accordance with seniority. The Christmas holiday period shall be mutually established between the Parties by January 15th of each year. Should an employee decline his opportunity offered for vacation during the Christmas holiday period, it shall count for rotational purposes.
- 13.10. An absence due to an illness or an accident shall be deemed time paid for the purpose of vacation entitlement. An Absence due to an authorized leave of absence, up to a maximum of two (2) months, shall be deemed time paid for the purpose of vacation entitlement.

14.00 PENSION AND BENEFITS

- 14.01. The Employer shall maintain a Flex Benefits Plan that provides coverage for regular full-time Employees, or regular part-time Employees who work a minimum of thirty (30) hours per week, and who have completed any applicable qualifying period. The Flex Benefits Plan shall include insurance coverage for Dental, Extended Health Care, Short-Term Disability, Long-Term Disability, Life Insurance, and Accidental Death and Dismemberment. If the government of British Columbia reinstates the health care monthly premium, the Employer shall then pay the said premium. The Union shall be informed within sixty (60) days prior to any changes to the Flex Benefits Plan.
- a) The Short-Term Disability coverage will be a maximum of twenty-six (26) weeks from the first (1st) day of hospitalization or non-occupational accident, or from the fourth (4th) working day of sickness with respect to participating Employees who have completed their qualifying period and while such Employees remain in the active employ of the Employer.
- b) Each calendar year, Employees shall be entitled to six (6) paid sick days.
- c) Part-time Employees who work less than thirty (30) hours per week do not qualify for the benefits package and will be given an additional three percent (3%) differential on their regular hourly wage rate.
- 14.02. Should the Employer require an Employee to undergo a medical examination, other than the pre-employment examination, the Employer shall pay the cost of that medical examination and the Employee shall be paid for the time involved at his regular rate unless the Employee is paid by a third party. The exams shall be scheduled during the Employee's regular work hours. This Section does not apply to part-time Employees.
- 14.03. The Employer agrees to maintain the Defined Contribution Pension Plan in accordance with the terms and provisions of the Plan. regular Employees shall be eligible to, and be enrolled in the Pension Plan the first day of the month following three (3) months of continuous service. Employer contributions will be five percent (5%) of the Employee's base salary if the Employee makes no contributions through regular payroll deductions.

15.00 LEAVES OF ABSENCE

- 15.01. If operational requirements allow it, the Employer may grant an unpaid leave of absence to an Employee who is appointed or elected to a Union office for a period of up to and including three (3) year. A request for such an

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approved leave must be given in writing to the Employer with six (6) months' notice. The Employer is not obligated to grant such leave to more than one (1) Employee at a time.

15.02. Upon receipt of written notice from the Union, the Employer shall grant leave of absence without pay to not more than one (1) Employee who is elected as a delegate to attend Union conventions, provided operational requirements of the Employer permit. Written notice shall be given at least fifteen (15) calendar days prior to the commencement of such leaves.

15.03. Upon receipt of written notice from the Union, the Employer shall grant up to five (5) working days' leave of absence without pay for up to one (1) Employee at any one time, to attend Union education programs, provided operational requirements of the Employer permit. Written notice shall be given at least fifteen (15) calendar days prior to the commencement of such leaves not more than an aggregate of ten (10) working days.

15.04. These bereavement days off are prorated according to the shift schedule of the Employee as outlined in Section 9.00. These days off must be taken within thirty (30) days following the death of the person or can be taken off at another time by mutual agreement.

SHIFT	Section 15.04. a)	Section 15.04. b)	Section 15.04. c)
8-hour	Five (5) days	Three (3) days	Two (2) days
10-hour	Four (4) days	Two (2) days	One (1) day
13-hour	Three (3) days	Two (2) days	One (1) day

- a) An Employee will be granted five (5) days off without loss of pay in the event of the death of a spouse, including a common-law spouse, or child. However, an Employee can request an additional unpaid time off. Such requests will not be unreasonably denied.
- b) An Employee will be granted three (3) days off without loss of pay in the event of the death of the Employee's mother, father, sister, brother, stepmother, stepfather, mother-in-law, father-in-law, daughter-in-law, son-in-law, half-sister, or half-brother. However, an Employee can request additional unpaid time off. Such requests will not be unreasonably denied.
- c) An Employee will be granted one (1) day off without loss of pay in the event of the death of a sister-in-law, brother-in-law, grandmother, grandfather, spouse's grandparents, or grandchild.
- d) Upon giving at least twenty-four (24) hours written notice, the Employer may grant the Employee a leave of absence without pay to attending a funeral, provided the granting of such time off shall not hinder the efficient operation of the business.
- e) Part-time Employees shall be entitled to one (1) day off with pay to attend the funeral of the Employee's spouse, child, father, mother, step-parents, grandparents, brother, sister, mother-in-law, or father-in-law, if scheduled to work the day of the funeral.

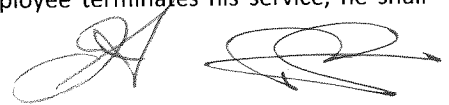
15.05. Employees who are required to serve on a jury shall be granted a leave of absence for this purpose. Employees shall continue to receive their regular rate of pay during the period of time they may be required to serve on a jury, provided that the Employee concerned deposits with the Employer any pay received for such jury duty, and provided that the Employee makes himself available for work before or after being required for such jury duty whenever practicable. Any Employee who may be required to attend any commission, court or tribunal hearing to give evidence on behalf of the Employer in any proceeding, whether criminal or civil, shall be compensated at his regular hourly rate for all time spent. This Section does not apply to part-time Employees.



- 15.06. All leaves of absence provided for in this Agreement are leaves without pay, unless it is specifically provided in the appropriate Section that the particular leave of absence is to be granted with pay. Leaves of absence other than those specifically provided for in this Agreement may be granted to Employees where it is deemed appropriate to do so by the Employer, but the granting of such leaves is within the discretion of the Employer. The granting of such leaves will be in writing.
- 15.07. All Employees will be afforded all benefits of maternity and parental leave in accordance with the law. As well, all Employees are entitled to the Employer's Maternity Leave Top-Up policy.
- 15.08. An Employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related to the care, health, or education of a child in the Employee's care; or the care or health of any other member of the Employee's immediate family.
- 15.09. An Employee's employment is deemed continuous while the Employee is on jury duty, family responsibility, bereavement, pregnancy, or parental leave.
- a) The service of an Employee who is on leave under Section 15.09.a) is deemed continuous for the purposes of calculating annual vacation entitlement, severance pay as well as any pension, medical, or other plan beneficial to the Employee. However, if an Employee took a longer leave without the Employer's approval, this Sub-Section 15.09 does not apply.
- b) In the following circumstances, the Employer must continue to make payments to a pension, medical or other plan beneficial to an Employee as though the Employee were not on leave or attending court as a juror: if the Employer pays the total cost of the plan; and if both the Employer and the Employee pay the cost of the plan and the Employee chooses to continue to pay his or her share of the cost. The Employee is entitled to all increases in wages and benefits the Employee would have been entitled to had the leave not been taken or the attendance as a juror had not been required.
- 15.10. An Employee returning from a leave of absence shall return to the classification and shift he held before taking the leave.

16.00 DISCIPLINE, DISMISSAL, AND LAYOFF

- 16.01. Employees who have completed their probation period can only be disciplined or dismissed for just and reasonable cause.
- 16.02. During the probation period, an Employee may be discharged if unsuitable for status as a regular Employee.
- 16.03. In the event that an Employee is disciplined or discharged for any reason, the Shop Steward will be notified and shall attend any meeting the Employer has with the Employee.
- 16.04. Any discharged or suspended Employee shall be given by the Employer the written reasons for the dismissal or the discipline, within seventy-two (72) hours of the said dismissal or discipline, with a copy to be sent to the Union.
- 16.05. If any disciplinary statement is to be put into an Employee's file, a copy of such disciplinary statement shall be given to the Employee with a copy to the Union, within thirty (30) days of the events giving rise to the statement. In such cases, eighteen (18) months from the date of occurrence such statement shall be deleted from the Employee's file if no other disciplinary statements are issued of a similar nature.
- 16.06. Any Employee discharged for cause shall receive his pay and any other monies he is entitled to within forty-eight (48) hours after the Employer terminates his employment. When an Employee terminates his service, he shall



receive his pay and any other monies he is entitled to within six (6) days of his termination provided a minimum of two (2) weeks' notice has been given.

- 16.07. When the Employer finds it necessary to lay-off or discharge a Shop Steward, the Local Union Representative shall be notified prior to such lay-off or discharge.
- 16.08. If an Employee's employment is permanently terminated by the Employer due to a loss of business by the Employer, a technological change or a closure of the whole or any part of the operation shall be eligible to severance pay provided such Employee has been in the employ of the Employer for a minimum of one (1) year. The severance pay shall be of two (2) weeks of the Employee's pay for the first (1st) year of service and an additional week's pay for each subsequent year(s) of service, up to a maximum of twenty-six (26) weeks pay.
- a) When the employment of a part-time Employee is terminated by the Employer due to a loss of business, technological changes, or closure of the whole or any part of the operation, such part-time Employee, provided he has been in the employ of the Employer for a minimum of one thousand nine hundred and fifty (1,950) hours, shall receive two (2) weeks' pay based on the average weekly pay from the preceding one thousand nine hundred and fifty (1,950) hours and an additional week's pay for every one thousand nine hundred and fifty (1,950) hours worked up to a maximum of six (6) weeks.

17.00 TECHNOLOGICAL CHANGE

- 17.01. The Parties recognize the Employees' concern as they might be affected by technological changes. Technological change means the introduction by the Employer into the production process of new equipment or machinery of a type which was not previously used by the Employer and which results in layoffs of Employees.
- 17.02. The Employer agrees, when such changes are contemplated, to discuss such changes through the Union-Management Committee and to give eight (8) weeks' notice to the Union.
- 17.03. The Employer will make every reasonable effort, where practical, to retrain Employees so affected. If any Employee is to have his employment terminated because of technological changes, the Employer shall pay severance pay to each permanent Employee and part-time Employee (on a pro-rated basis) whose employment has been terminated. An Employee entitled to severance pay may elect to be paid the severance pay forthwith or may elect to maintain the right to be recalled. Where the Employee elects to be paid the severance pay forthwith, the Employee shall be deemed to have abandoned the right to be recalled and will be terminating his employment relationship with the Employer.

18.00 DURATION AND INTEGRITY

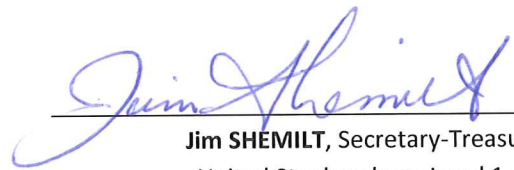
- 18.01. This Agreement shall be in full force and effect for the period from and including December 1, 2019, through November 30, 2022. Thereafter, the Agreement shall continue in full force and effect from year to year subject to the right of either Party to serve notice to commence bargaining as provided for in the law.
- 18.02. During the period when negotiations are being conducted for the renewal of this Agreement, the present Agreement shall continue in full force and effect until the Union commences a legal strike, the Employer commences a legal lockout, or the Parties enter into a new or further Agreement. During the continuation period, neither Party shall attempt to take any action or make any changes in the terms and conditions of employment, which would be inconsistent with the express terms of the Agreement. The notice to commence collective bargaining must be in written form.
- 18.03. The operation of Sections 50(2) and 50(3) of the *Labour Relations Code (R.S.B.C. 1996, c. 244)*, as amended, are hereby excluded.



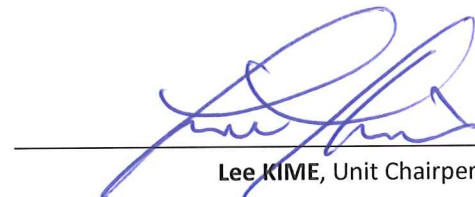
- 18.04. During the term of this Agreement, the Union will not permit or encourage any strike, slowdown, or any stoppage of work or otherwise restrict or interfere with the Employer's operation, and the Employer will not engage in any lockout of its Employees.
- 18.05. If any provision of the Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if the compliance with or the enforcement of any provision should be restrained by such tribunal, pending a final determination as to its validity, the remainder of the Agreement or the application of such provision 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, shall not be affected thereby.
- 18.06. In the event that any provision is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the Parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Section during the period of invalidity or restraint. If the Parties do not agree on a mutually satisfactory replacement, they shall submit a grievance.


IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in two (2) original copies in the city of Kelowna (British Columbia) on December 19, 2019;




David LECOMPTE, Labour Relations Manager
VitalAire Canada Inc.

Jim SHEMILT, Secretary-Treasurer
United Steelworkers, Local 1-423

Joanne MEILLEUR, Human Resources Manager
VitalAire Canada Inc.

Lee KIME, Unit Chairperson
United Steelworkers, Local 1-423

Chris MENDONÇA, Vice-President
VitalAire Canada Inc.

Don Gagnon, Unit Committeeman
United Steelworkers, Local 1-423

APPENDIX "A" WAGE RATES

1.00 Wage Rates

CLASSIFICATION	2018	2019	2020	2021
Driver	\$28.16	\$28.66	29.36	\$30.11
Clinical Assistance Oxygen Technician	\$29.12	\$29.62	\$30.32	\$31.07
Customer Service Technician				
Shipper-Receiver	\$24.73	\$25.23	\$25.93	\$26.68

2.00 Progressive wage rates for new Employees shall be as follows:

- 2.01. Less than six hundred and fifty-one (651) worked hours: seventy-five percent (75%) of the applicable wage rate.
- 2.02. Less than one thousand six hundred twenty-six (1,626) worked hours: eighty percent (80%) of the applicable wage rate.
- 2.03. Less than one thousand nine hundred fifty (1,950) worked hours: ninety percent (90%) of the applicable wage rate.
- 2.04. One thousand nine hundred fifty (1,950) worked hours and more: one hundred percent (100%) of the applicable wage rate.

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