
COLLECTIVE AGREEMENT

Term of Agreement: July 1, 2000 - June 30, 2003

BETWEEN:

**3560333 CANADA INC.
D.B.A. AIR LIQUIDE – OKANAGAN
KAMLOOPS, BC
(hereinafter called "the Company")**

OF THE FIRST PART

AND

**UNITED STEELWORKERS OF AMERICA,
LOCAL UNION 8637
(hereinafter called "the Union")**

OF THE SECOND PART

**Errors and Omissions Excepted
Opeiu 343**

WITNESSETH:

WHEREAS it is the intent and purpose of the Parties hereto that this Agreement will promote and improve industrial and economic relationships between the Company and the Union 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 hereto.

ARTICLE 1 **BARGAINING AGENCY AND RECOGNITION**

- 1.01** The Company recognizes the Union as the sole and exclusive bargaining agency for its employees as defined in Article 2 - Definition of Employee, for the purpose of collective bargaining with respect to rates of pay, hours of employment and all other working conditions and conditions of employment.
- 1.02** 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.
- 1.03** **The Parties agree that any fire extinguisher, filling and maintenance work that has been contracted out will be brought back to the bargaining unit, if the work is needed to provide employment for any member.**

ARTICLE 2 **DEFINITION OF EMPLOYEE**

- 2.01** The term "*employee*" as used in and for the purpose of this Agreement shall include all employees of the Company, except those employees specified in Article 2.02 hereof.
- 2.02** The foregoing section of this Article shall not apply to persons excluded in the Certification granted by the Labour Relations Board.
- 2.03** ***GENDER REFERENCES***
- All articles and clauses referred to in this Agreement apply equally to both male and female employees.
- 2.04** ***NO DISCRIMINATION***
- Neither the Union nor the Company in carrying out their obligations under this Agreement, shall discriminate in matters of hiring, training, promotions, transfer, layoff, discharge or otherwise because of race, colour, creed, national origin, age, sex or marital status.

ARTICLE 3

MANAGEMENT RIGHTS

3.01

The management and operation of the Company, and the direction and promotion of the employees, including but without being limited to the right to hire and discharge for just cause, is vested in the management, provided however, that this Article will not be used in a discriminatory manner against any employee or group of employees, and provided further that management rights under this Article shall not be exercised in any way inconsistent with or in violation of any of the terms or provisions of this Agreement.

ARTICLE 4

UNION SECURITY

4.01

MEMBERSHIP

Each employee shall, as a condition of his hiring or continued employment:

- (a) authorize the Company in writing to deduct union dues from his pay. The authorization shall be in a form provided to the Company by the Union.
- (b) become a member of the Union and maintain membership.

4.02

CHECK-OFF: PROCESS AND PROCEDURES

The Company 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 of America.

- (a) The dues so deducted shall be remitted, along with a completed USWA R115 Form (a summary of the dues calculations made for the month, each month), within one (1) week after the end of the month payable to:

International Secretary-Treasurer
United Steelworkers of America
Unit D Box 34223
Vancouver, B.C.
V6J 4N1

- (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 R115 Form [Article 4.02(a)] and the employee deduction statement [Article 4.02(b)] shall be forwarded monthly as follows:

United Steelworkers of America
1 - 352 Seymour Street
Kamloops, B.C. V2C 2G2

- 4.02 (d) Such deduction shall appear on the employee's annual statement of Remuneration (T4 slip).

- (e) The Union agrees to indemnify and save the Company 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 Article.

ARTICLE 5

HOURS OF WORK

- 5.01 (a) The standard work day shall consist of eight (8) hours work between the hours six (6:00) A.M. and five (5:00) P.M. with a designated lunch period of at least one (1) hour, Monday to Saturday inclusive.

- (b) Employees shall have consecutive days off, one (1) of which shall be Sunday.

- 5.02 Five (5) shifts Monday to Saturday inclusive shall constitute a regular weeks' work. Preference in scheduling shall be in accordance with seniority.

- 5.03 (a) Time worked in excess of forty (40) hours per week shall be paid at one and one-half times (1 2x) the employee's regular rate. Overtime will be paid according to the Employment Standards Act.

On a weekly basis, time and one-half (1 2) for all hours in excess of forty (40) in the week and double time (2x) for all hours in excess of forty-eight (48) in the week, excluding daily overtime.

- (b) All employees shall be paid two times (2x) their regular rate for all work performed on Sundays and Statutory Holidays.

- 5.04 Every effort will be made to give employees an uninterrupted lunch break, but in no event shall employees be required to work more than five (5) consecutive hours without sufficient time off to eat lunch.

- 5.05 Subject to the exceptions set forth in this section, any employee reporting for, or called in to work, shall receive a minimum of four (4) hours pay at his regular rate, provided that if four (4) hours work is not available at his regular job, he shall

perform such other work as may be assigned to him to qualify for such pay.

The provisions of this Article shall not apply in the case where the employee was previously instructed not to report to work.

- 5.06** The lunch period shall be mutually arranged between the Company and the employee.
- 5.07** Employees who remain on the job and work more than three (3) hours overtime after completing their normal shift, shall be allowed one-half (2) hour for a paid supper break.
- 5.08** Parties to the Collective Agreement are agreed that all overtime will be voluntary, but should overtime become necessary, the junior employee who normally performs the work will be required to remain or report.
- 5.09** Overtime shall be distributed equitably amongst the employees who normally perform the work.
- 5.10** In the event of a work shortage or a reduction or discontinuance of operations, the Company agrees to confer with the Union for the purpose of considering shortening the working hours and/or working week as an alternative to laying off employees.
- 5.11** ***ACCUMULATED TIME/OVERTIME***

The following rules will outline the Company policy for Accumulated Time and Overtime for all employees:

- (i) All extra time worked or absence must be pre-approved by your Manager;
- (ii) An employee may elect to accumulate time or repay absent time;
- (iii) An employee may accumulate up to twenty-four (24) hours. This will be either owed to the Company or owed to the employee. Any time exceeding twenty-four (24) hours will be paid at an overtime rate. Any absence exceeding twenty-four (24) hours will be absence without pay. This time should be repaid or taken in a reasonable period of time;
- (iv) At any time an employee may elect to be paid his accumulated time or extra time worked in the form of overtime; and
- (v) When taking accumulated time off, it must be mutually agreed between the Manager and the employee.

ARTICLE 6

STATUTORY HOLIDAYS

- 6.01 (a)** All employees shall receive eight (8) hours pay at their regular straight-time rates for

each of the following Statutory Holidays in addition to any wages which they may be in receipt of for work performed on such holiday:

- | | | | |
|--------------------------|--------------------------|--------------------------|----------------------|
| <input type="checkbox"/> | New Year's Day | <input type="checkbox"/> | Labour Day |
| <input type="checkbox"/> | Good Friday | <input type="checkbox"/> | Thanksgiving Day |
| <input type="checkbox"/> | Victoria Day | <input type="checkbox"/> | Remembrance Day |
| <input type="checkbox"/> | Canada Day | <input type="checkbox"/> | Christmas Day |
| <input type="checkbox"/> | BC Day | <input type="checkbox"/> | Boxing Day |
| <input type="checkbox"/> | ½ Day Christmas Eve | <input type="checkbox"/> | ½ Day New Year's Eve |
| <input type="checkbox"/> | Floater Holiday * | | |

*** The Floater Holiday will be taken at the employee's discretion.**

- 6.01 (b)** To be eligible to receive pay for the Statutory Holiday, an employee must work his last regularly scheduled shift immediately prior to the holiday and his first regularly scheduled shift following the holiday.
- (c)** The eligibility requirements in (c) above will be waived by the Company when the employee's absence from an eligibility shift has been approved by the Company.
- (d)** Should any of the above stipulated Statutory Holidays occur during the employee's vacation period, he shall be given an extra day's vacation with pay.
- (e)** Employees who work on a Statutory Holiday may elect to take a substitute day off with pay at a later mutually acceptable time but not later than his next following annual vacation.

ARTICLE 7

ANNUAL VACATIONS

7.01

ANNUAL VACATIONS AND PAY ENTITLEMENTS

- (a)** Employees are entitled to annual vacation and annual vacation pay according to their completed years of consecutive service calculated from their date of hire as follows:

	<u>Completed Years of Service</u>	<u>Annual Vacation Time</u>
<input type="checkbox"/>	Less than one (1) year preceding the vacation year	One (1) day for each month of employment, to a maximum of two (2) working weeks
<input type="checkbox"/>	One (1) or more but less than four (4) years	Two (2) weeks
<input type="checkbox"/>	Four (4) or more but less than ten (10) years	Three (3) weeks commencing in the calendar year in which

- | | | |
|--------------------------|--|--|
| | | the fourth (4th) anniversary occurs |
| <input type="checkbox"/> | Ten (10) or more but less than eighteen (18) years | Four (4) weeks commencing in the calendar year in which the tenth (10th) anniversary occurs |
| <input type="checkbox"/> | Eighteen years or more | Five (5) weeks commencing in the calendar year in which the eighteenth (18th) anniversary occurs |
- (b) An employee will receive his regular rate of pay based on the amount of hours the employee would have been scheduled for the duration of his vacation period.

7.02 **VACATION SCHEDULING**

Employees shall have preference in respect to annual vacations, within their classification according to the seniority list and the operational requirements, provided they file applications before January 15th of each year for vacations to be taken in that year. Employees electing to split their vacation will be entitled to preference for only one (1) portion of vacation. This process shall repeat itself until all vacations are completed.

- 7.03 When an employee's service terminates and he has not had his annual vacation or received vacation pay, the Company shall pay to the employee, in addition to other monies due him, the appropriate vacation pay pursuant to Article 7.01 (a).

ARTICLE 8 **SENIORITY**

- 8.01 (a) The Parties recognize that job opportunity and seniority shall increase in proportion to the length of service. It is agreed that 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 Company and his ability to efficiently fulfil the job requirements.
- (b) All promotions, transfers, filling of vacancies, lay-offs, and recall from layoffs shall be done strictly in accordance with the principle set forth in Article 8.01 (a).
- (c) Seniority of each employee covered by this Agreement shall be established after a probation period of ninety (90) working days and shall count from date of employment.
- (d) Seniority shall be maintained and accumulated during absence due to:

- (i) Lay-off;
- (ii) Sickness or non-compensable accident covered by authorized leave of absence;
- (iii) Authorized leave of absence;
- (iv) Absence from employment while serving in Canada's Armed Forces;
- (v) Absence from employment on Union business; and/or
- (vi) Absence due to accident or sickness covered by W.C.B.

8.01 (e) An employee shall lose his seniority standing and his name shall be removed from all seniority listings for any of the following reasons:

- (i) If the employee voluntarily quits;
- (ii) If the employee is discharged and not reinstated under the terms of this Agreement;
- (iii) If the employee is laid off and fails to return to work within three (3) working days after he has been notified to do so by the Company by registered mail to his last known address;
- (iv) **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 twenty-four (24); and/or**
- (v) When an employee is recalled he will be notified of approximately how long he can expect to work. If he is expected to work for a period of four (4) weeks or more he will receive five (5) days notice in writing of layoff or pay in lieu of notice.

8.02 ***SENIORITY LISTS***

- (a) On **May 1st and November 1st of each calendar year**, seniority lists shall be posted. The seniority list shall contain the following information:
 - (i) the employee's name;
 - (ii) the date of seniority;
 - (iii) the employee's classification;
- (b) The seniority list shall be posted by the Company for a minimum of thirty (30) days. Any objection to the accuracy of a posted seniority list must be lodged with the Company 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.

- (c) At the time of posting, a copy of the seniority lists shall be given to the Shop Steward and one copy to the Union staff representative.
- (d) New employees will be added to the list at the time they attain seniority.

8.03 ***RECALL FROM LAYOFF***

Employees shall be recalled in order of seniority provided those to be recalled possess the necessary qualifications, skill and ability to perform the work available.

ARTICLE 9 **SAFETY & HEALTH**

9.01 The Company agrees to make reasonable provisions for the safety and health of its employees at the shop during the hours of their employment.

9.02 (a) The Parties agree that the Industrial Health and Safety Regulations, pursuant to the Workers' Compensation Act will be followed and the Company further agrees to provide to the Union and recognized Safety Reps, immediately, any orders that may be issued by the Compensation Board.

(b) It is mutually agreed that a Safety Committee consisting of two (2) employees, one of whom shall be the alternate, selected by the Union shall meet with a Management representative(s) not less frequently than once a month, in accordance with the Workers' Compensation Board Regulations. Minutes of such meetings shall be posted on the Notice Board.

9.03 (a) Any employee suffering injury while in the employ of the Company must report immediately to Management or as soon thereafter as possible, and also report to Management upon returning to work.

(b) If an employee is injured on the job, the Company will maintain his normal earnings for the day of injury.

9.04 All employees as well as the Company shall observe the simple rules of good housekeeping and sanitation.

9.05 The Company agrees to provide work boots to each employee, when the job being done requires the wearing of safety boots. The boot allowance will occur no more than once per year. The Company will reimburse the employee a maximum of **one hundred and fifteen dollars (\$115.00)** annually.

9.06 Where a person is disabled through accident or illness, the Parties agree to discuss alternatives to meaningfully employ that person.

ARTICLE 10**GENERAL PROVISIONS**

- 10.01** Any employee being discharged, laid off, or leaving of his own accord shall be paid all wages due to him as promptly as possible.
- 10.02** The Union shall have the use of a bulletin board on the premises of the Company and provided by the Company for the purpose of posting, notices, etc. which may be of interest to the Union members, with copies to the Branch Manager and General Manager in **Kelowna, BC**.
- 10.03** Any notice required to be given to the Company under the terms of this Agreement shall be given by registered mail 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 registered mail addressed to the Union at its registered address in the City of Kamloops, BC.
- 10.04** When the Company finds it necessary to lay-off or discharge a Shop Steward, the Union Representative shall be notified prior to such lay-off or discharge.
- 10.05** Representatives of the Union Staff shall have access to the Company's premise during normal working hours. It is agreed that such visits will not interfere with normal operations.
- 10.06** There shall be two (2) fifteen (15) minute rest periods; one (1) approximately midway between each half of each shift.
- 10.07** The Company shall supply free gloves and coveralls for the employees use during working hours.
- 10.08** The Company shall, at least every second (2nd) Friday, pay to each employee covered by this Agreement, all wages earned by that employee to a day not more than five (5) working days prior to the date of payment, provided that if a Statutory Holiday falls on the regular payday, payment will be made the preceding day.
- 10.09** The Company 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.
- 10.10** ***NO INDIVIDUAL CONTRACTS OR AGREEMENTS***
- (a)** No employee shall be compelled or allowed to enter into any individual contract or agreement with his Company concerning the conditions of employment varying the conditions of employment contained herein.
- (b)** No employee shall be asked to make a written or verbal agreement with the Company

varying terms or conditions of this Agreement.

ARTICLE 11

BENEFITS

11.01

The Company agrees to pay the full cost of providing the benefits set out below, except for Long Term Disability, for any employee who has elected or in the future may elect to be covered by the Plans; provided that such employee meets the eligibility requirements for enrolment. Coverage provided is subject to the terms of the respective insurance policies.

(a) BC Medical

The Company will pay one hundred percent (100%).

11.01 (b)

Extended Health Care

After twenty-five dollars (\$25.00) deductible, the Company pays one hundred percent (100%) for all eligible expenses.

(c) Dental Plan

Level I	Basic Services	80%
Level II	Supplementary Basic Service	80%
Level III	Dentures	50%
Level IV	Major Restorative Services	50%
Level V	Orthodontics	50% (Effective January 1, 2001)

(d) Weekly Indemnity

- (i)** One (1) to three (3) days due to sickness or accident the Company will pay an employee's regular earnings;
- (ii)** Four (4) to one hundred and nineteen (119) days due to sickness or accident the Company will pay sixty-six and two-thirds percent (66 2/3%) of an employee's regular earnings.

(e) Long Term Disability

A Long Term Disability benefit of sixty-six and two-thirds percent (66 2/3%) of an employee's regular earnings to a maximum of four thousand dollars (\$4000.00) per month for employees who suffer non-occupational injuries or sickness, commencing upon the expiration of Weekly Indemnity payments and continuing until recovery, retirement or death. The cost of this benefit is paid by the employee.

(f) (i) Group Life

Twice annual earnings.

(ii) Accidental Death & Dismemberment

Twice annual earnings.

(iii) Dependent Life

! Five thousand dollars (\$5000.00) - spouse;

! Twenty-five hundred dollars (\$2500.00) - each dependent child.

(g) GROUP REGISTERED RETIREMENT SAVINGS PLAN

(i) Eligibility

! Six (6) months of employment for employee contributions.

! Six (6) months of employment for Employer contributions.

(ii) Contributions

! Bi-weekly – The employee’s contribution of up to three percent (3%) of his regular pay (excluding premiums and overtime) to the Group RRSP will be matched equally by the Employer.

(iii) Investment Choices

! The employee may select from a number of funds offered by the Company’s Group RRSP Provider

(iv) Administration Fees

! No cost to the employee

(v) Cash Withdrawals

! Not permitted prior to termination or retirement

1. At retirement:

- * Cash Withdrawal
- * R.R.I.F.
- * Life Annuity
- * Term Certain Annuity

2. At Termination:

- * Leave On Deposit
- * Cash Withdrawal
- * Transfer To Another R.R.S.P.

3. At Death:

- * Transfer To Spouse
- * Cash Withdrawal

11.01 (h) OPTICAL PLAN

Effective the signing date of the 1997 Collective Agreement the Company agrees to pay the full premium towards a Vision Care Plan for employees and their eligible dependents, which provides a benefit of **one hundred and fifty dollars (\$150.00)** every twenty-four (24) months.

ARTICLE 12

SEVERANCES

12.01

SERVICE ALLOWANCE

In the event of a permanent closure of the Kamloops Branch resulting in the permanent layoff of employees, severance will be paid under the following procedure:

- (a) All employees, upon termination, shall receive two (2) weeks wages or a pro rated portion thereof if they have been employed for less than three (3) years. Upon completion of three (3) years employment the amount of pay is increased to three (3) weeks and an additional week of pay is added for each additional year of employment, up to eight (8) years.
- 12.01 (b) The calculation of wages for the purposes of this section will be pursuant to the Employment Standards Act.
- (c) Employees must work up to the announced closure date to be eligible for severance pay. Each employee will receive written notice indicating the date of closure.

ARTICLE 13

DURATION AND INTEGRITY OF AGREEMENT

13.01

DURATION

- (a) This Agreement shall be for the period from and including **July 1, 2000 up to and including June 30, 2003**. 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 Labour Relations Code.
- (b) During the period when negotiations are being conducted between the Parties for the renewal of this Agreement, the present Agreement shall continue in full force and effect until:
 - (i) the Union commences a legal strike; or
 - (ii) the Company commences a legal lockout; or
 - (iii) the Parties enter into a new or further Agreement.
- (c) During the continuation period provided in (b) above, 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 this Agreement.

- (d) Notice to commence collective bargaining must be in written form.

13.02 *STRIKES AND LOCKOUTS*

The Union agrees during the term of this Agreement there will be no slow down or strike, stoppage of work or refusal to work or to continue to work. The Company agrees that during the term of the Agreement there will be no lockout.

13.03 *LABOUR RELATIONS CODE - SECTION 50(2) AND (3) EXCLUDED*

The operation of Section 50(2) and(3) of the Labour Relations Code of British Columbia is hereby excluded.

ARTICLE 14 UNION STEWARDS

14.01 *SHOP STEWARDS*

- (a) The Union is entitled to appoint or elect from among the employees one (1) Shop Steward and one (1) alternate. The duties of the Stewards shall be to assist in the reporting and resolution of all grievances and complaints.
- (b) The Company agrees to recognize the duly appointed or elected Shop Stewards provided that the Union has first advised the Company in writing of the names of the employees so appointed or elected. The Union agrees to advise the Company in writing of any changes made from time to time.
- (c) The Shop Stewards first obligation is the fulfilment of his responsibilities as an employee. During his working hours, the Shop Steward is not entitled to engage in Union activities other than the necessary involvement in the reporting and resolution of grievances. Before leaving the workplace the Shop Steward must ask for permission from his Supervisor.
- (d) The necessary time which is spent by Stewards during their regular working hours in reporting and resolving grievances, or in attending meetings specifically provided for herein, shall be considered to be time worked. The time and location of such meetings shall be mutually agreed between the Steward and the Branch Manager.
- (e) The Shop Steward shall not be discriminated against or disciplined for the proper performance of his duties on behalf of the Union.

- (f) The Company agrees that the Shop Steward may post official communications from the Union to its members on the Employees' bulletin boards within the Branch with a copy to the Branch Manager.

14.02 *GRIEVANCE CHAIRPERSON*

- (a) The elected Steward Body may elect from their ranks a person who will be the Grievance Chairperson.
- (b) The Grievance Chairperson will be recognized by the Company as the official spokesperson on behalf of the Union.
- (c) The Grievance Chairperson will be involved in the adjustment or resolution of grievances which progress beyond the first step of the grievance procedure.

14.03 *MANAGEMENT AND UNION STEWARDS MEETING*

- (a) Upon request a person or persons designated by the Company and empowered to act on a subject will meet with the Union Stewards on a bi-monthly basis, to review problems that may arise concerning the application and operation of the Collective Agreement.
- (b) 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 Steward and Management. There will be no premium cost to the Company.

14.03 (c) Minutes shall be kept as a record of the matters discussed during these meetings.

- (d) Where the Grievance Chairperson agrees there are no problems it will not be necessary to convene the monthly meeting.

ARTICLE 15 *LEAVES OF ABSENCE*

15.01 *EMPLOYEE ELECTED TO UNION OFFICE*

- (a) The Company shall 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 one (1) year.
- (b) A request for such an approved leave must be given to the Company by the Union, in writing, on union letterhead and signed by the representative of the Union.
- (c) The Company is not obligated to grant such leave to more than one (1) employee at a time.

15.02 *UNION CONVENTIONS AND EDUCATIONAL PROGRAMS*

- (a) The Company, upon receipt of written notice from the Union, 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 Company permit. Written notice shall be given at least fifteen (15) days prior to the commencement of such leaves.
- (b) The Company, upon receipt of written notice from the Union, 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 Company permit. Written notice shall be given at least fifteen (15) days prior to the commencement of such leaves not more than an aggregate of ten (10) working days.

15.03***BEREAVEMENT LEAVE***

- (a) An employee will be granted three (3) days off without loss of pay in the event of the death of a member of his immediate family. However, an employee can request additional unpaid time off. Such requests will not be unreasonably denied.
- (b) "*Immediate family*" shall be understood to include the employee's mother, father, son, daughter, sister, brother, spouse, father-in-law, mother-in-law, grandparents or step-parents.
- (c) For the purposes of this article "*spouse*" shall be defined to include a common-law spouse.

15.03

- (d) **An employee will be granted two (2) days off without loss of pay in the event of the death of a sister-in-law, brother-in-law, spouse's grandparents or grandchild.**

15.04***JURY AND WITNESS DUTY***

Employees who serve on a jury or as a witness for the Crown shall be granted leave of absence for this purpose and provided that the employee concerned deposits with the Company any pay received the employee shall continue to receive his full wages for such period of time.

15.05***GENERAL LIMITATION ON LEAVES OF ABSENCE***

- (a) All leaves of absence provided for in this Agreement are leaves without pay, unless it is specifically provided in the appropriate article that the particular leave of absence is to be granted with pay.
- (b) 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 Company, but the granting of such leaves is within the discretion of the Company. The granting of such leaves will be in writing.

15.06 ***MATERNITY AND PARENTAL LEAVE***

All employees will be afforded all benefits of maternity and parental leave in accordance with the Employment Standards Act.

ARTICLE 16 ***SALARY ADMINISTRATION***

16.01 ***WAGE RATES***

The wage rates provided in the attached applicable Appendix shall cover the job classifications of employees within the jurisdiction of Local 8637 of the United Steelworkers of America and shall remain in effect throughout the specified or extended term of this Agreement.

16.02 ***NEW CLASSIFICATIONS***

It is agreed that the Company has the right to amend existing job classifications and create new job classifications not specifically set out in the attached Appendix of this Agreement. In such circumstances, the Company will set a rate for the new or amended classification and advise the Union. The Union and the Company 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.

ARTICLE 17 ***TECHNOLOGICAL CHANGE***

17.01 Where the Company intends to introduce new technological equipment that shall result in decreased hours of work or layoff, the matter shall be discussed with the Union in advance to review the implementation process and discuss any other implications.

ARTICLE 18 ***DISCIPLINE AND DISCHARGE OF EMPLOYEES***

18.01 (a) (i) Employees who have completed their probation period can only be disciplined or discharged for just and reasonable cause.

(ii) During the probation period specified in this Agreement, an employee may be discharged if he is unsuitable for status as a regular employee.

(b) In the event that an employee is disciplined or discharged for any reason, the Shop Steward will be notified and be present at any meeting the Company has with the

employee.

- (c) All records of discipline shall be removed from the employee's file after twenty-four (24) months from the date it was issued.

ARTICLE 19

PROCEDURE

19.01

DEFINITION AND RECOGNITION OF A GRIEVANCE

- (a) Any complaint, disagreement or differences of opinion between the Parties respecting the interpretation, application, operation or alleged violation of the Collective Agreement, including any dispute with regard to discipline or discharge, shall be considered to be a grievance.
- (b) Any such complaint, disagreement or difference of opinion will not be recognized as a grievance unless the grievance procedure is followed.

19.02

GRIEVANCE PROCEDURE

- (a) **Informal Step:**

As an informal step, the employee is encouraged to make an earnest effort to resolve the grievance directly with the Branch Manager. At his option, the employee may be accompanied by a Shop Steward.

- (b) **Step One:**

At this step, notice in writing of the grievance must be filed with a person designated by the Company, 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 briefly but clearly describe the nature of the incident or occurrence which gave rise to the grievance and it shall clearly state the provision of the Agreement which has been violated.

Any meeting between the Parties at this step must involve the employee, the Shop Steward and the Okanagan Customer Centre General Manager.

The Okanagan Customer Centre General Manager shall answer the grievance in writing within ten (10) days.

- 19.02 (c) Step Two:**

In the event that a resolution of the grievance, satisfactory to the Union and the Company, does not result at Step One, an attempt to resolve the grievance shall be made between the employee, the Shop Steward and/or a Union representative and a

person or persons designated by the Company.

This step must be taken by notice in writing within five (5) days of the date on which the written answer was delivered in Step One.

(d) **Step Three:**

In the event that a resolution of the grievance, satisfactory to the Union and the Company, does not result at Step Two, either the Union or the Company may advance the grievance to the next step. The next step involves a selection from the following alternatives:

(e) **Step Four:**

The Parties agree that the grievance will be heard by a single Arbitrator.

(f) **Union and Employer Policy or Group Grievance**

The Union or the Employer may file policy or group grievances. Such grievances shall be filed at Step Two of the grievance procedure.

19.03 (a) Arbitrator Rotation

The Parties have agreed that the following persons shall be recognized as the "Sole Arbitrator" to be called in rotation for the purpose of the Arbitration procedure.

- **Mervin Chertkow**
- **Ms. Judi Korbin**
- **Ms. Marguerite Jackson**

19.03 (b) 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.

(c) **Cost Sharing**

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.

(d) **Binding Recommendations**

The decision shall be final and binding upon the Parties and upon any employees affected by it.

19.04 ***TIME LIMITS***

A grievance or dispute shall commence within the time limit provided, otherwise it shall be deemed abandoned. Any and all time limits fixed by this Article may be extended by mutual agreement between the Company and the Union.

19.05 ***PERSONS AUTHORIZED TO DEAL WITH GRIEVANCES***

- (a) The Union agrees to provide the Company 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.
- (b) The Company 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 Company and to provide further written advice of changes made in the list from time to time.

ARTICLE 20 ***HUMANITY FUND***

For the purpose of international aid and development, the Company agrees to deduct on a bi-weekly basis the amount of (not less than \$0.01) per hour from the wages of all employees in the bargaining unit 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 of America
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 in the bargaining unit on whose behalf such payment has been made.

The first "*Humanity Fund*" deduction as aforesaid shall be for the fifth (5th) week following ratification of this Agreement.

It is understood and agreed that participation by any employee in the bargaining unit in the program of deductions set forth above may be discontinued by any employee in the bargaining unit after the receipt by the Company and the Local Union of that employee's written statement of his desire to discontinue such deductions from his pay which may be received during the four (4) weeks following ratification of the

Agreement or at any time thereafter.

It is agreed that the total for each employee's yearly deduction will be entered in Box 46 (Charitable Contribution) of the Revenue Canada T4 slip for the year it has been deducted. For this purpose, the payroll department will note the following Charitable Donation number for the "Humanity Fund": R119172278 RR 0001.

APPENDIX "A"

WAGE RATES

CUSTOMER SERVICE	JULY 1, 2000	JULY 1, 2001	JULY 1, 2002
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ON BEHALF OF THE COMPANY:

**3560333 CANADA INC.
D.B.A. AIR LIQUIDE – OKANAGAN
KAMLOOPS, BC**

B.F. (Bernie) McCallum, General Mgr.

Brad Hallam, Team Leader

ON BEHALF OF THE UNION:

**THE UNITED STEELWORKERS
OF AMERICA, LOCAL 8637**

Daniel Will, Staff Representative

Mike Dickinson, Unit Chair

MEMORANDUM OF AGREEMENT

BETWEEN:

**3560333 CANADA INC.
D.B.A. AIR LIQUIDE – OKANAGAN
KAMLOOPS, BC
*(hereinafter called the “Company”)***

AND

**UNITED STEELWORKERS OF AMERICA
LOCAL UNION 8637
*(hereinafter called the “Union”)***

The Parties to this Memorandum have reached agreement upon the terms and conditions that will constitute a new Collective Agreement between the Parties, subject to ratification of the Memorandum by the Union membership.

The term of Agreement will be as specified in the attached document including various

Letters of Understanding, Appendices and Addendums.

Signed this _____ day of _____, 2000.

SIGNED ON BEHALF OF :

THE EMPLOYER

THE UNION

B.F. (Bernie) McCallum, General Mgr.

Daniel Will, Staff Representative

Brad Hallam, Team Leader

Mike Dickinson, Unit Chair

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