

COLLECTIVE AGREEMENT

BETWEEN

**BOC CANADA LIMITED
BOC CANADA LIMITEE**

AND

TEAMSTERS LOCAL UNION No. 213

July 1st, 2004 - June 30th, 2007

**DON MCGILL
Secretary-Treasurer**

TABLE OF CONTENTS

BOC CANADA LIMITED BOC CANADA LIMITEE

ARTICLE	NO.	PAGE
ARTICLE 1 BARGAINING AGENCY AND DEFINITION	1	1
ARTICLE 2 NO DISCRIMINATION	2	2
ARTICLE 3 MANAGEMENT RIGHTS	2	2
ARTICLE 4 TERM OF AGREEMENT	3	3
ARTICLE 5 UNION SECURITY	3	3
ARTICLE 6 DEDUCTIONS OF DUES AND INITIATION FEES	4	4
ARTICLE 7 LEAVE OF ABSENCE, ABSENCE FROM WORK	4	4
ARTICLE 8 UNION STEWARD	6	6
ARTICLE 9 WORK CLOTHES	6	6
ARTICLE 10 UNION NOTICE	7	7
ARTICLE 11 CONFLICTING AGREEMENT	7	7
ARTICLE 12 PROTECTION OF RIGHTS	7	7
ARTICLE 13 TRANSFER OF TITLE OR INTEREST	7	7
ARTICLE 14 GRIEVANCE PROCEDURE	8	8
ARTICLE 15 TECHNOLOGICAL OR PROCEDURE CHANGES	10	10
ARTICLE 16 JOB POSTING	11	11
ARTICLE 17 PAY DAY AND PAY STATEMENTS	11	11
ARTICLE 18 ANNUAL VACATIONS	12	12
ARTICLE 19 GENERAL HOLIDAYS	13	13
ARTICLE 20 SENIORITY	14	14
ARTICLE 21 SHIFTS, HOURS OF WORK AND OVERTIME	16	16
ARTICLE 22 COMPENSATION COVERAGE	17	17
ARTICLE 23 TRUCK OPERATION, MAINTENANCE AND SAFETY	18	18
ARTICLE 24 PROPER RECORDS	18	18
ARTICLE 25 PERFORMANCE OF DUTIES	19	19
ARTICLE 26 TERMINATION OF EMPLOYMENT	19	19
ARTICLE 27 INSPECTION PRIVILEGES	19	19
ARTICLE 28 SANITARY FACILITIES AND FIRST-AID	19	19
ARTICLE 29 UNION LABEL	20	20
ARTICLE 30 SAVINGS CLAUSE	20	20
ARTICLE 32 MEDICAL EXAMINATIONS	22	22
ARTICLE 33 EATING AND REST PERIODS	23	23
ARTICLE 34 PENSION, HEALTH AND WELFARE BENEFITS	24	24
ARTICLE 35 ARTICLE HEADINGS	25	25
ARTICLE 36 CONSULTATION MEETINGS	25	25
SIGNATORY PAGE	26	26
LETTER OF UNDERSTANDING NO. 1	27	27

- 1.04 It is mutually agreed that, should an employee from this bargaining unit fail to report for work for a period of 48 hours or more and fails to inform the Employer accordingly, the Employer may temporarily replace such employee with a non-bargaining employee. After that period, the Employer agrees to employ a suitable employee from an external workforce or continue using the replacement employee who will then join the bargaining unit.
- 1.05 Management shall not perform duties that are normally performed by the employees they supervise except where the work is:
- 1) For the purpose of instruction or coping with an emergency.
 - 2) To overcome production/operational difficulties caused by the unforeseen absence of an employee(s) due to illness, injury or being absent without leave.

ARTICLE 2 NO DISCRIMINATION

- 2.01 Every employee has the right to equal treatment with respect to all aspects of the exercise of managerial authority by the Employer and Union representation. Such equal treatment shall be without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, religion, political affiliation, sex, age, marital status, family status, handicap, sexual orientation and membership or office in the Union or any other provision as provided for by law.
- 2.02 Whenever the male gender is used throughout the Articles within this Agreement, it is agreed that the feminine gender is an acceptable substitute whenever and wherever the feminine gender is applicable.

ARTICLE 3 MANAGEMENT RIGHTS

- 3.01 The Union recognizes that the management of the branch and plant 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:
- 1) Maintain order and efficiency;
 - 2) Hire, retire, discharge, direct, classify, transfer, lay-off, recall and suspend or otherwise discipline employees, provided that if an employee has been discharged or disciplined without reasonable cause, a grievance may be filed and dealt with in accordance with the Grievance Procedure;
 - 3) Make and enforce and alter from time to time, rules and regulations to be observed by the employees;
 - 4) Determine the nature and kinds 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 heretofore 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.

- 3.02 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.

ARTICLE 4 TERM OF AGREEMENT

- 4.01 This Agreement shall be in full force and effect from and including July 1st 2004, to and including June 30th, 2007, and shall continue in full force and effect from year to year thereafter, subject to the right of either party to this Agreement, within four (4) months immediately preceding the date of June 30th, 2007, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the collective agreement or a new collective agreement.
- 4.02 Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike and such strike has been implemented, or the Employer shall give notice of lockout and such lockout has been implemented, or the parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.
- 4.03 The Employer and Union mutually agree to exclude the operation of Section 50, subsection (2) and (3) of the *British Columbia Labour Code*.

ARTICLE 5 UNION SECURITY

- 5.01 The Employer agrees that all employees shall be members in good standing of the Union as a condition of employment. The Union recognizes the right of the Employer to hire suitable employees, as he so chooses, subject to seniority provisions. The Employer shall however give the Union the opportunity to refer suitable candidates to management for their consideration when new positions arise. A copy of all job postings shall be mailed to the Union Business Agent when they occur.

- 5.02 The Employer agrees to ensure that it directs all new employees to the Shop Steward to complete the required membership forms, prior to commencing their employment.

ARTICLE 6 DEDUCTIONS OF DUES AND INITIATION FEES

- 6.01 All employees shall be required by the Employer to sign a form authorizing the Employer to deduct once a month, the equivalent of the amount authorized as Union dues, initiation fees, fines, or assessments by the Constitution of the Union. Such authorization shall be irrevocable during the terms of this Agreement.
- 6.02 The Union shall, on the first (1st) day of each month for that month, send in duplicate to the Employer, a checkoff statement setting out the names of employees and the amount of dues, initiation fees and fines or assessments they owe to the Union.
- 6.03 The Employer shall then, during that month, deduct such amounts from the employees listed thereon and also from any employee who started employment that month, whether on a casual, part time or full time basis, an amount equivalent to the Union's dues, and add that employee's name and the dues deducted for same to the statement sent to the Employer by the Union.
- 6.04 The Employer agrees to remit such deductions by cheque by the tenth (10th) of the month following the month in which the deductions are made to the Secretary-Treasurer of the Union, together with a written statement of the names of the employees for whom the deductions were made and the amount of each deduction.
- 6.05 The Employer shall record on each employee's T-4 slip, the union dues deducted and submitted on behalf of the employees.

ARTICLE 7 LEAVE OF ABSENCE, ABSENCE FROM WORK

- 7.01 The Employer shall allow time off work, without pay, to any employee who is serving on a Union committee for purposes of discussions with the Employer or serving as a Union delegate to any conference or function, provided all requests for time off are reasonable and do not interfere with the proper operation of the business.
- 7.02 Whenever an employee is unable to perform work as a result of sickness or injury incurred either on or off the job, the Employer will grant leave without pay and be guided according to the WCB and LTD current provisions at the time of the incident.

- 7.03 The provisions of Article 7.02 shall not apply to any employee who is unable to perform work as a result of injuries while committing an offence for which he has been found guilty.
- 7.04 If an employee desires a leave of absence for reasons other than those referred to above, he must obtain permission in writing from the Employer. Leaves of absence will not be granted to employees for the purpose of accepting employment or remuneration from another employer or for the purposes of engaging in personal business ventures.
- 7.05 The Employer will exercise his rights to terminate the employment of any employee, upon receiving proper evidence, who has violated the provisions contained under Article 7.04.
- 7.06 When an employee suffers an injury or illness that requires his absence from work, he shall report the incident to management to ensure that the appropriate documentation is completed and so that adequate replacement can be made if necessary.
- 7.07 All time lost by an employee due to necessary attendance for jury selection or jury duty, subpoenaed as a witness to any trial or hearing, or any court proceedings arising out of his employment, shall be paid for at the regular rate of pay applicable to said employee. Any employee on jury duty shall remit to the Employer all jury duty pay received from the Courts and make himself available for work before or after being required for such duty whenever practicable.
- 7.08 All time lost in completing driver's tests or doctor's examinations as required by the Employer, shall be paid for at the regular rate of pay applicable to said employee.
- 7.09 In the case of death in the immediate family, the employee affected shall be granted compassionate leave of absence with full pay for four (4) consecutive working days, exclusive of weekends or days off, provided these days are taken at the time of the funeral.

For the purpose of this Article, immediate family means: current spouse, child, parent, brother, sister, current mother-in-law, current father-in-law, current sister-in-law, current brother-in-law, grandparents, common-law spouse, current stepchild.

For the purpose of this Article, common-law spouse is defined as a person who has lived with the employee, in the same dwelling, for a period of one (1) year or more.

- 7.10 Any person employed in a classification requiring a driver's licence, who suffers revocation of his driver's license, will be reclassified to other work if it is available, and provided the employee is capable of performing such work and that it does not result in the bumping of a regular employee in any classification. If no reclassification is made, the employee will be granted leave of absence without pay for a period of time not to exceed six (6) months. Employees so affected may use accrued vacation entitlement as part of the leave and will retain and accrue seniority only.
- 7.11 An employee may take advantage of Article 7.10 only once while in the employ of the Company.

ARTICLE 8 UNION STEWARD

- 8.01 The Union shall appoint two (2) Union Stewards within the bargaining unit, and shall notify the Employer of their names. The District Manager/Plant Manager shall recognize the Union Stewards as representatives of the Union locally.
- 8.02 The Union Steward shall have no authority to alter, amend, violate or otherwise change any part of this Agreement. The Union Steward shall report to the Union Officer and Management any alleged violation of this Agreement.

ARTICLE 9 WORK CLOTHES

- 9.01 Upon completion of the probationary period, all employees will be required to wear Company supplied uniforms. The Employer shall provide, free of charge, and as dictated by Company standards and work occupations, all employees covered in this Agreement, with uniforms, pants, shirts/blouses, hard hat, gloves, rain gear, jackets, winter outer jackets, coveralls or smocks. Employees will be required to present work clothes for inspection before replacements are supplied.
- 9.02 The wearing of such uniforms will be mandatory and the Employer agrees to clean and maintain work clothes, free of charge to the employees.
- 9.03 All employees involved in the handling of cylinders will be required to wear Company approved metatarsal support type safety boots. The Employer will replace worn or unsafe safety boots upon presentation of such item for inspection.

ARTICLE 10 UNION NOTICE

- 10.01 The Employer agrees to provide space that is readily accessible for official Union notices of direct interest to the employees.
- 10.02 The following items must be posted on said Notice Board:
- a) A current seniority list to be revised every six (6) months.
 - b) A copy of this Agreement.
- 10.03 It will be the responsibility of the employees to bring any errors/omissions to the attention of the Union Steward who in turn will bring such matter to Management's attention in order to make necessary and justified corrections.

ARTICLE 11 CONFLICTING AGREEMENT

- 11.01 The Employer agrees not to enter into any agreement or contract with the employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement, or any Statute of the Province of British Columbia or Canada. Any such agreement will be null and void.

ARTICLE 12 PROTECTION OF RIGHTS

- 12.01 It shall not be a violation of this Agreement and it shall not be cause for discharge, if any employee or employees refuse to go through the picket line of a union, nor shall the exercise of any rights permitted by law be a violation of this Agreement. The Union and its members, individually and collectively, reserve the right to refuse to handle products from any British Columbia firm which is involved in a picket line, strike, walk-out or lockout with this or any other Union. This shall not apply to picket or placard lines established as a result of a jurisdictional dispute between two (2) or more Unions.
- 12.02 The Employer may make safety regulations in keeping with the requirements of the business. Failure on the part of an employee to comply with such regulations may warrant suspension or dismissal depending upon the severity of the neglect, however, any action taken by the Employer in this respect shall be subject to the Grievance Procedure.

ARTICLE 13 TRANSFER OF TITLE OR INTEREST

- 13.01 This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns. In the event the entire operation or any part thereof is sold, leased, transferred, or taken over by sale, transfer, lease assignment, receivership, or bankruptcy proceeding, such operation

shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

- 13.02 The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, or assignee of all or any part of the business of the Employer covered by this Agreement and shall advise any such purchaser, transferee, lessee, or assignee of the provisions of Section 35 of the British Columbia Labour Code. Within forty-eight (48) hours of the closing of any sale, transfer, lease, or assignment of all or any portion of the business of the Employer covered by this Agreement, the Employer shall notify the Union of such sale, transfer, lease, or assignment and provide the Union with a copy of the notice hereinbefore referred to.
- 13.03 The Employer shall not require, as a condition of continued employment, that an employee purchase any truck or other vehicular equipment or that any employee purchase or assume any proprietary interest or other obligation in the business.

ARTICLE 14 GRIEVANCE PROCEDURE

- 14.01 Any complaint, disagreement or difference of opinion between the Employer, the Union, or the employees covered by this Agreement, which concerns the interpretation or application of the terms and provisions of this Agreement, shall be considered a grievance.
- 14.02 All grievances shall be resolved in accordance with the terms of this Agreement without stoppage of work, cessation of work, refusal to work, or refusal to continue to work, or slowdown.
- 14.03 Any employee, the Union or the Employer, may present a grievance. Any grievance which is not presented within ten (10) working days following the event giving rise to such grievance, shall be forfeited and waived by the aggrieved party. This provision shall not be used to deny any employee his or her rights under the Provincial Labour Statutes.
- 14.04 All grievances shall be submitted in writing and shall clearly set forth the issues and contentions of the aggrieved parties, after the initial verbal discussion.
- 14.05 A person in a Supervisory capacity may discuss a grievance with an employee. The employee, if he wishes, may have the Union Steward or another employee present.

- 14.06 Steps of the Grievance Procedure:
- a) The employee, together with such person or persons employed by the Employer as he may wish, shall take his grievance up with the Supervisory/Managerial employee.
 - b) Should a solution not be reached by Step 14.06(a), within ten (10) days, then an Officer or Officers of the Union, accompanied by the employee, if he or they so wish, shall discuss the matter with the Human Resources Officer of the Employer. This shall in no way prevent the Union from taking up any grievance without any or all employees taking up the matter or matters for personal reasons. If a solution is reached, this shall be the final step.
 - c) If no solution is reached by Step 14.06(b) within twenty (20) days, the grievance may be submitted to Arbitration.
- 14.07 All parties shall immediately endeavour to agree upon an Arbitrator. Failing such agreement, they shall then request the Minister of Labour for the Province of British Columbia to appoint one.
- 14.08 The decision of the Arbitrator shall be the decision of the Board and the parties shall be bound thereby. The Arbitrator shall hear and determine the matter within ten (10) days after the appointment or such further time as may be agreed to by the parties.
- 14.09 The Arbitrator shall not be vested with the power to change, modify, or alter any of the terms of this Agreement. All grievances submitted shall present an arbitrable issue under this Agreement, and shall not depend on or involve an issue or contention by either party which is contrary to any provision of this Agreement, or which involves the determination of a subject matter not covered by or arising during the term of this Agreement.
- 14.10 It is the intention of the parties that the above Article shall provide a peaceful method of adjusting grievances so that there shall be no suspension or interruption of normal operations as a result of any grievance. The parties shall act in good faith in proceedings to adjust grievances in accordance with the provisions of this Article.
- 14.11 The expenses of the Arbitrator shall be borne equally by the parties to the Arbitration.

- 14.12 If an employee is discharged or suspended and the Union alleges such employee has been wrongfully discharged or suspended, the matter shall be taken up through the Grievance Procedure.
- 14.13 In the event that a decision is made to reinstate any employee, he or she shall receive pay for time lost during the period of dismissal or suspension and prior to reinstatement, in an amount sufficient to make up the difference between any monies received by that employee for other employment and his or her full pay.
- 14.14 Any discharged or suspended employee may, within seventy-two (72) hours of his discharge or suspension, in writing, require the Employer to give him the reasons for his discharge or suspension. The Employer will then give such reasons, in writing, within seventy-two (72) hours of receiving such request. In the event of any dispute or difference as to whether or not there was proper cause for the discharge or suspension, only the reasons so set forth in writing shall constitute cause.
- 14.15 Any derogatory remarks on an employee's personal records will be deleted from such records two (2) years after the incident giving rise to such derogatory remark and same will become null and void, provided that such are not of a serious repetitious nature.
- 14.16 A copy of any disciplinary letter shall be given to the employee concerned and a copy shall be forwarded to the Union.
- 14.17 The Employer agrees that if any grievance proceeds to Arbitration and the Arbitrator finds in favour of the Union or any employee, then the Employer shall pay for all time lost by any employee due to such employee or employees being called on to appear as a witness.

ARTICLE 15 TECHNOLOGICAL OR PROCEDURE CHANGES

- 15.01 In the event the Employer proposes the introduction of equipment or procedures in its operations requiring specialized training, the Employer agrees to give first opportunity to employees then on the payroll, through the Job Posting procedures, to train or operate such equipment. The Employer further agrees to inform the Union as soon as its final decision is made as to the introduction of new equipment or any procedural change. Failure on the part of the Employer to comply with these provisions will automatically give cause for a grievance.
- 15.02 In the event employees applying for such positions are required to write and pass aptitude or skills tests, the Employer agrees that it will do so at the

Employer's expense and that it will provide the employees with appropriate feedback.

- 15.03 In the event employees applying for such positions are required to take additional training, the Employer agrees that it will do so at the Employer's expense.
- 15.04 Employees who will be appointed to the positions created as a result of Article 15 will be entitled to a period of three (3) months during which to demonstrate their ability to perform satisfactorily.

ARTICLE 16 JOB POSTING

- 16.01 Vacancies and new positions created within the bargaining unit and exceeding ninety (90) days in duration will be posted for a minimum of seven (7) calendar days. Vacancies will be filled if deemed appropriate by the Employer in order to manage its operations in the most cost effective manner.
- 16.02 Employees interested in applying for such positions shall apply in writing within seven (7) calendar days of such posting, except that employees on vacation at such time, shall have the responsibility of appointing the Union Steward as proxy in applying for such vacancy on their behalf.
- 16.03 Qualifications and certifications (e.g. Tractor/Trailer driving certification, Counter Sales) being equal amongst all applicants, the senior applicant will be appointed to the position and will have three (3) months within which to demonstrate his ability to perform all duties of the position as required.
- 16.04 If the Employer wishes to institute a new job or classification for which there is no wage rate contained in this agreement, the parties shall negotiate wage rates and conditions for such job or classification. Failure of the parties to agree shall cause the matter to be submitted to arbitration.
- 16.05 The Employer will determine training requirements and agrees to provide such training and to absorb all costs for the training. The Employer also agrees to pay regular wages to employees taking the training during the normal working hours of the employees concerned.

ARTICLE 17 PAY DAY AND PAY STATEMENTS

- 17.01 All employees covered by this Agreement shall be paid by direct deposit to the bank account of his/her choice, not less frequently than on every Friday basis. All regular hours worked up to and including Friday shall be paid on the following Friday. Any overtime hours which are not banked but worked

during the pay period shall be paid within fourteen (14) days of the date worked.

- 17.02 The Employer shall provide every employee covered by this Agreement with a separate or detachable written or printed itemized statement in respect of all wage payments. Such statement shall set forth the total overtime hours worked, the rate of wages applicable and all deductions made from the gross amount of wages.

ARTICLE 18 ANNUAL VACATIONS

- 18.01 An employee on the active payroll of the Employer shall be entitled to:
- a) two (2) weeks vacation upon completion of one (1) year of service;
 - b) three (3) weeks vacation upon completion of three (3) years of service;
 - c) four (4) weeks vacation upon completion of eight (8) years of service;
 - d) five (5) weeks vacation upon completion of eighteen (18) years of service;
 - e) six (6) weeks vacation upon completion of thirty (30) years of service.
- 18.02 For the purpose of calculating vacation pay, the anniversary date will be based on the original date of hire for payment and entitlement.
- 18.03 Vacation pay will be computed based on the employee's applicable percentage (4%, 6%, 8%, 10% or 12%) of gross wages earned by the employee during the twelve (12) month period preceding the employee's anniversary date in the year for which the vacation is given, or the equivalent of base pay for vacation entitlement as outlined in Article 18.01, whichever is greater.
- 18.04 In the event that an employee requests vacation pay prior to being paid their full entitlement at their anniversary date, vacation pay for each week of vacation time will be paid by multiplying the employee's regular straight time hourly rate by the number of hours in the employee's normal work week.
- 18.05 Vacation monies owing will be paid on the next regularly scheduled payroll upon the completion of the employee's anniversary date.
- 18.06 No later than February 15th of each year, the Employer shall post a vacation list on the bulletin board. Each employee shall apply, in order of seniority, for his or her vacations. Such request must be completed by March 15th of each year. The Employer will post the completed list by April 1st of each year and once such list is completed and vacations awarded, vacations shall not be altered except by mutual consent of the employee and the Employer.

- 18.07 Vacations shall be taken in one (1) unbroken period unless requested by the employee who shall have the right to decide whether their vacation shall be in one (1) period or split. If employees so choose, their vacations must be given between May 15th and September 1st each year.
- 18.08 At the discretion of the Employer, more than one employee in a classification may take holidays in the same time period, providing it is established the function of the classification will not be jeopardized.

ARTICLE 19 GENERAL HOLIDAYS

19.01 It is agreed that all employees shall be entitled to the following General Holidays with pay:

New Year's Day	Labour Day	Christmas Day
Good Friday	Thanksgiving Day	Boxing Day
Victoria Day	Remembrance Day	2 Day (4 hours on
Canada Day	2 Day (4 hours)	New Year=s Eve
B.C. Day	on Christmas Eve	
	Floating Holiday	

19.02 The Employer agrees that, if during the life of this Agreement, either the Federal or Provincial Government declares or proclaims any other day than those listed herein as a Holiday, then employees covered by this Agreement shall receive such day off with pay as set out herein for such other days.

19.03 Employees who are required to work a shift which commences at any time during the General Holiday or a shift which carries over into a General Holiday, shall in addition to their regular hourly rate, receive twice their regular hourly rate for all hours worked during that shift (e.g. triple time).

19.04 Employees shall not be entitled to pay as outlined in Article 19.03 for hours in both shifts that fall during the General Holiday period of twenty-four (24) hours. If shifts are worked during both of these days the employee will receive holiday pay for the shift that represents the most hours.

19.05 The foregoing provision shall not apply when an employee does not work his regular shift containing hours either at the start or the end of the General Holiday.

19.06 It is agreed that the General Holiday will be observed on the day declared as a legal holiday by the Federal or Provincial Governments.

19.07 Employees who are laid off within seven (7) working days prior to a General Holiday occurring shall be entitled to such General Holiday with pay.

Employees who are absent due to illness or accident shall be entitled to the General Holiday with pay which falls during their absence, up to a period of thirteen (13) weeks of absence.

- 19.08 An employee shall be paid for each such General Holiday even if it falls on his weekly days off or on his annual vacation.
- 19.09 Any part time employee who worked a minimum of eighty (80) hours in the four (4) week period prior to the week in which the General Holiday occurs, shall receive the General Holiday at their highest rate of pay, providing the Holiday falls on what would normally be their work shift.
- 19.10 The Floating Holiday is to be taken at a time mutually agreeable to the employee and the Employer and at a time related to other days off. New employees must have one (1) year service to become eligible for the Floating Holiday.

ARTICLE 20 SENIORITY

- 20.01 All bargaining unit employees at both the Langley and Vancouver locations shall be covered under one seniority list.
- 20:02 Persons employed for vacation relief work, summer employment, sickness or other leaves of absence of less than one hundred and twenty(120) calendar days duration shall not accumulate seniority or benefits. Persons employed beyond one hundred and twenty (120) calendar days would be granted seniority from their date of hire.
- 20.03 The Employer will allow, any employee promoted or appointed to a different classification, a reasonable period of trial, and, if management finds that the employee=s performance is not satisfactory, the employee shall be given the opportunity of returning to his former position without loss of seniority.
- 20.04 When the Employer transfers an employee, as a probationary employee, out of the unit for work not contemplated by the terms of this Agreement, and such employee is returned to the unit for any reason, the time worked by such employee while on probation outside the unit shall not be counted and accrued for the purposes of determining his seniority.
- 20.05 A probationary period of one hundred and twenty (120) calendar days shall apply in the cases of new employees before seniority commences, and, such employees may be laid off or terminated by the Employer. It is understood that probationary employees may be terminated by the Employer for reasons less serious than might justify the termination of an employee who has

acquired seniority. The aforementioned number of days must be completed within a period of nine (9) calendar months from the original date of hiring.

- 20.06 When an employee is laid off, he shall receive his Record of Employment within the government dictated prescribed timeline.
- 20.07 After completion of the probationary period, employees shall be entitled to the rank of seniority as of the date the employee commenced work within the bargaining unit covered under this present Collective Agreement.
- 20.08 In the event of a reduction of forces within any working classification, the last person laid-off in that classification shall be the first rehired providing he is available for the work and the classification available.
- 20.09 It will be the responsibility of the employee to maintain a current address and status file with the Employer in order for the Employer to make every effort to contact employees in the exercise of Article 20.08. If an employee fails to do this, the Employer will not be responsible for failure to reach such employees.
- 20.10 In the case of a reduction in the workforce, the senior employee shall have the right to bump junior employees in other classifications, if the senior employee can perform the work of the junior employees.
- 20.11 Twenty-four (24) hours notice must be given prior to a layoff or eight (8) hours pay in lieu thereof.
- 20.12 The name of employees hired, transferred or discharged and the names of the employees who leave the Employer's employment of their own accord shall be submitted to the Union once each month.
- 20.13 Seniority shall be lost if an employee:
- a) Voluntarily quits the Employer.
 - b) Is discharged and the discharge is not reversed through the Grievance Procedure.
 - c) Fails to report for work within five (5) working days, after being notified by the Employer by registered mail to the last address recorded with the Employer following lay-off.
 - d) Is absent for three (3) consecutive working days without notification to the Employer, except where the ability to notify the Employer is beyond the control of the employee.
 - e) Is absent due to lay-off for more than twelve (12) months.
 - f) Fails to return to work upon the termination of an authorized leave of absence or vacations, except where such failure is beyond the control of the employee.

ARTICLE 21 SHIFTS, HOURS OF WORK AND OVERTIME

- 21.01 The regular work week for plant and office employees shall be Monday to Friday inclusive, and employees shall be guaranteed eight (8) hours' pay at straight time rates if he is called to work whether or not he works. Each employee shall be entitled to no more than one-half (2) hour, without pay, for a meal break.
- 21.02 The normal work week for tractor trailer drivers will be composed of forty (40) hours, Monday to Friday inclusive, and the normal shift will be eight (8) hours starting within a twenty-four (24) hour period, commencing at midnight.
- 21.03 Any hours worked in excess of eight (8) and up to ten (10) in any one (1) shift shall be paid for at the rate of time and one-half (1 2). Any hours worked in excess of ten (10) hours in any one (1) shift shall be paid at the rate of double time (2x).
- 21.04 Any employee required to work on a Saturday shall be paid at the rate of time and one-half (1 2) for the first two (2) hours and double time thereafter.
- 21.05 All time worked on Sunday shall be at double straight time.
- 21.06 Any employee called out on any emergency calls after his working day has been completed shall be paid a minimum of four (4) hours' pay at the rate of time and one-half (1 2).
- 21.07 Employees called out on a Saturday or Sunday shall receive a minimum of four (4) hours pay at the applicable overtime rates of pay and senior employee in the applicable categories shall be given first choice of such overtime work.
- 21.08 A day shift shall commence between 0600 and 0830; an afternoon shift shall commence between 1500 and 1700; a graveyard shift shall commence between 2200 and 2400.
- 21.09 Employees required to work a shift which commences between the hours of 1500 and 2400 shall only work seven (7) hours, but shall receive eight (8) hours pay at the prescribed standard pay rate.

- 21.10 Employees required to work a shift, other than those shifts which commence between the hours of 1500 and 2400, shall receive a shift premium of \$2.00 per hour for that portion of their shift that occurs before 0600 or after 1800.
- 21.11 All meetings after working hours shall be at the employee's discretion unless the Employer classifies it as time worked and pays for same.
- 21.12 Each employee may choose to bank overtime to a maximum of fifty-six (56) hours annually.
- 21.13 Overtime shall be banked at the appropriate overtime rate, e.g. one and one-half or two hours for each hour of overtime worked.
- 21.14 Employees shall receive their current rate of pay at the time they take banked time off.
- 21.15 Banked time off shall be taken in a minimum of one (1) day increments and one (1) week's notice must be given. Once time off has been scheduled, it cannot be changed except by mutual consent of the parties involved.
- 21.16 In the event that two or more employees attempt to schedule the same date for time off, any conflict shall be resolved on a seniority basis within a classification. However, once an employee has scheduled time off, that schedule cannot be altered by a more senior employee.
- 21.17 The allotment of vacation time shall take precedence over banked overtime. The number of employees off on vacation and banked overtime shall not exceed the established number of employees entitled to be off on vacation at the same time.
- 21.18 All banked time shall be used by the end of the calendar year. Unused banked time shall be paid at year end and only carried over by mutual agreement and must be used within the first ninety (90) days of the next year.

ARTICLE 22 COMPENSATION COVERAGE

- 22.01 When an employee is injured at work and goes on Compensation, he shall, upon notification from the Compensation Board, be returned to the payroll at his previous job and rate of pay for a reasonable period of time in order to evaluate his ability to perform the duties. If necessary the employer will make every effort to accommodate the employee with modified work as per legislated requirements.
- 22.02 If, after that time, it is proven to the Employer the employee is unable to perform the duties of the position held at the time of the injury, the Employer

in partnership with the Business Agent, will try to place the employee in an alternate job within the unit.

- 22.03 Any employee hired to replace an employee off on compensation shall be subject to dismissal upon return of the employee he is replacing, unless another position is available.

ARTICLE 23 TRUCK OPERATION, MAINTENANCE AND SAFETY

- 23.01 It shall not be a violation of this Agreement where employees refuse to operate any vehicle deemed unsafe. However, it shall be the responsibility of the employee to immediately inform his supervisor of such condition in order for appropriate corrective actions to be taken immediately.
- 23.02 It will be the responsibility of the driver to report to his immediate supervisor any traffic violation. Should a driver violate any Federal or Provincial motor carrier safety regulations, the incident will be treated through the progressive discipline process, up to and including discharge if deemed appropriate.
- 23.03 No driver shall be required to service or maintain trucks. It will however be the responsibility of the driver to ensure that the vehicle is in proper operating condition by conducting daily pre/post safety inspections as outlined in the Commercial Vehicle Driver Manual. It will also be the driver's responsibility to take his vehicle to the appropriate recommended place of maintenance and parking within prescribed time frames.
- 23.04 If a driver is charged for a traffic violation while working, and is found not guilty in Court, the Employer shall pay the employee's legal fees and loss of wages.
- 23.05 All professional drivers engaged in the delivery of products on behalf of BOC Canada will be required to follow procedures and practices as outlined in the Commercial Vehicle Driver Manual. Drivers will be required to adhere to BOC policies for compliance to Safety and Regulatory Affairs, regulations set forth by the Canadian Federal and Provincial authorities as related to employment standards, maintenance of professional driving status and transportation of hazardous goods and other products.

ARTICLE 24 PROPER RECORDS

- 24.01 Each employee shall, subject to the control of the Employer, keep proper records and make due and correct entries therein, of all transactions and dealings of and in reference to the business of the Employer, insofar as the same comes under his jurisdiction and shall serve the Employer diligently

and according to the best of his ability in all respects, and account for all monies collected on behalf of the Employer.

ARTICLE 25 PERFORMANCE OF DUTIES

25.01 Each employee, while on duty, shall devote the whole of his or her duties, attention and energies to the performance of his or her duties and shall not, during the term of his or her employment at any time, alone, in partnership or in association, be connected with or concerned in any other business directly connected with the Employer's business.

ARTICLE 26 TERMINATION OF EMPLOYMENT

26.01 Upon the discharge/termination, resignation or lay off of an employee, the Employer shall within seven (7) days of the last day of employment, pay all wages, holiday pay and any other monies owing to the said employee. The Employer shall also give a Record of Employment to any employee who separates from employment from the Employer.

26.02 When the employment of a regular full time employee is terminated by the Employer as a result of automation, technological changes, closure of the whole or any part of the operation, or due to a loss of business by the Employer, such employee, provided he has been in the continuous employ of the Employer for a minimum of one (1) year, shall receive one (1) week's pay for each year of service with the Employer.

26.03 Severance pay will not be applicable in the event of layoff of an employee(s) unless the layoff, without recall, exceeds a period of twelve (12) months.

ARTICLE 27 INSPECTION PRIVILEGES

27.01 Authorized Agents of the Union shall have access to property occupied by the Employer for the purpose of attempting to resolve disputes, investigating working conditions and ascertaining that the Agreement is being adhered to. Such access will be granted to take place during working hours and with the permission of the Employer.

ARTICLE 28 SANITARY FACILITIES AND FIRST-AID

28.01 The Employer agrees to provide hot and cold water and toilet facilities as well as Sanitary and First Aid facilities in accordance with the Health and Safety and Workers' Compensation Acts. When the Company relocates to a new location/building, the Company shall provide lockers and shower facilities.

ARTICLE 29 UNION LABEL

29.01 It shall not be a violation of this Agreement for an employee to post the Teamsters' Union Label in a conspicuous place inside the vehicle or on the equipment he is operating, providing that he receives Management's permission as to size and location of the said Union Label.

ARTICLE 30 SAVINGS CLAUSE

30.01 If any Article or Section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement, or the application of such Article or Section 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.

30.02 In the event that any Article or Section 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, for a satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the procedure as outlined in Article 14 herein.

ARTICLE 31 WAGE RATES/COMPENSATION

31.01 **WAGE SCHEDULE VANCOUVER -RATES PER HOUR**

BRANCH & OFFICE CLASSIFICATIONS	EFFECTIVE JULY 1/04	EFFECTIVE JULY 1/05	EFFECTIVE JULY 1/06
INSIDE SALES			
- 24 months	\$25.06	\$25.56	\$26.14
- 18 months	\$24.44	\$24.93	\$25.49
- 12 months	\$23.83	\$24.30	\$24.85
- 6 months	\$23.22	\$23.68	\$24.21
Start	\$22.55	\$23.00	\$23.52

OFFICE CLERK

- 12 months	\$16.93	\$17.27	\$17.66
- 6 months	\$16.29	\$16.62	\$16.99
- 3 months	\$15.63	\$15.94	\$16.30
- Start	\$15.00	\$15.30	\$15.64

PLANT CLASSIFICATIONS

	EFFECTIVE	EFFECTIVE	EFFECTIVE
	JULY 1/04	JULY 1/05	JULY 1/06

TRACTOR TRAILER DRIVER

- 24 months	\$25.33	\$25.83	\$26.41
- 18 months	\$24.68	\$25.18	\$25.74
- 12 months	\$24.04	\$24.52	\$25.07
- 6 months	\$23.42	\$23.89	\$24.43
- Start	\$22.79	\$23.24	\$23.77

UTILITY II**PLANT LEAD HAND, TRUCK DRIVERS****RELIEF TRACTOR TRAILER DRIVER, MAINTENANCE**

- 24 months	\$24.99	\$25.49	\$26.06
- 18 months	\$24.39	\$24.88	\$25.44
- 12 months	\$23.76	\$24.23	\$24.78
- 6 months	\$23.09	\$23.55	\$24.08
- Start	\$22.46	\$22.91	\$23.43

UTILITY I**FILLERS/LOADERS**

- 24 months	\$24.43	\$24.92	\$25.48
- 18 months	\$23.85	\$24.32	\$24.87
- 12 months	\$23.23	\$23.69	\$24.22
- 6 months	\$22.58	\$23.03	\$23.55
- Start	\$21.94	\$22.38	\$22.88

SUMMER HELP

- Flat	\$17.62	\$17.97	\$18.37
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NOTE: Diane Milliard's wage rate will be "red circled" at \$19.56 per hour.
 Jim Rosengren's wage rate will be "red circled" at \$25.75 per hour.

- 31.02 All new employees who have had previous experience with another Employer within the same industry may be given full credit for that experience in order to determine his starting wage rate.
- 31.03 Counter Salesperson may be employed for training purposes, emergencies, vacations and sickness to fill in for Salesperson, provided that they are guaranteed a minimum of their rate contained in the Wage Rate Schedule attached. Conversely, a person who is not part of the bargaining unit may fill in for such position in cases of emergency, sickness or vacations, without being a member of the Union. All other jobs must be performed by a member of the Union.
- 31.04 When an employee is temporarily removed from his regular position in order to assume another position, he shall be paid his regular rate of pay or the rate of the other position, whichever is the greater, for all time employed on such position, and no employee's rate may be reduced below his regular rate.
- 31.05 When a Utility person is relieving a Truck Driver on a regular shift, he shall be paid the Truck Driver's rate for all hours worked as a Truck Driver. When a Utility person is relieving a Tractor Trailer Driver on a regular shift he will be paid the Tractor Trailer Driver Rate for all hours worked as a Tractor Trailer Driver.
- 31.06 When an employee meets with an accident at work, he shall be paid a full day's wages for the day of the accident.

ARTICLE 32 MEDICAL EXAMINATIONS

- 32.01 Medical examinations requested by the Employer shall be promptly complied with by all employees and the Employer shall pay for all such examinations.
- 32.02 The Employer reserves the right to select its own medical examiner or physician and the Union may, if in its opinion it thinks an injustice has been done an employee, have said employee re-examined at the Union's expense.
- 32.03 When a medical examination is required by the Employer, the following conditions shall apply:
- a) If an employee is required to take a medical examination during his normal working hours, he shall be paid for the time involved and thus not lose any pay as a result.

- b) If the medical examination is to be taken after working hours, the employee shall not be paid for the time involved, but shall in such cases, receive at least three (3) days' notice prior to the appointment with the doctor.
- c) In all cases, employees shall be supplied a copy of the medical report.

32.04 If, following an Employer requested medical examination, any employee is deemed to be physically incapable of carrying out his regularly assigned duties, the following procedure shall be followed:

- a) The Employer shall, upon receipt of a release from the employee, notify the Union of the medical findings. Should the Union or the employee disagree with the said findings, the employee, at his own expense, shall have the right to be examined by his personal physician.
- b) Where there is disagreement on the medical findings or the condition of the employee, between the Employer appointed physician and the employee's physician, the two (2) physicians shall select a medical consultant to examine the employee with respect to the dispute and the findings of the consultant shall be final and binding on all parties.
- c) The remuneration of the consultant shall be borne equally by the Employer and the Union.
- d) Should the consultant deem the employee to be capable of carrying on his assigned duties, the employee shall not suffer any loss of earnings cause by his having been removed from or temporarily suspended from his regularly assigned duties.

ARTICLE 33 EATING AND REST PERIODS

33.01 Employees shall not be expected to work longer than five (5) hours without a half (2) hour off for the purpose of eating a meal. Any employee who works a minimum of two (2) hours overtime following the normal work shift shall receive a meal allowance of thirteen dollars and fifty cents (\$13.50). Employees shall not be paid for time off for purposes of eating a meal.

33.02 Lunch periods for Counter Salespersons/Inside Sales person may be staggered between the hours of 11:30 a.m. and 2:00 p.m. Coffee breaks to be of fifteen (15) minute duration. Management will do its utmost to avoid interruptions of lunch and meal breaks and employees who are interrupted will be allowed to take an extended coffee break to make up for the interruption.

- 33.03 Employees required to stay away from home overnight shall be reimbursed for all of his actual meals and reasonable hotel expenses.
- 33.04 The Employer shall provide a reasonable cash advance to out of town drivers to cover the drivers' expenses.

ARTICLE 34 PENSION, HEALTH AND WELFARE BENEFITS

- 34.01 The Employer shall continue to provide the benefits as outlined below. In summary:
- a) The Employer shall pay 100% of the premium costs to provide a prepaid dental plan and provides 100% payment of all basic dental treatment and 50% payment of prosthetics, including crowns, dentures and bridges, with an annual financial limit of \$2,000.
 - b) The Employer will pay 100% of the premium and provide Medical, extended Health, Life Insurance, A.D. & D. The Vision Care provides \$300 every two years per employee and dependent.
 - c) The premium cost for Long Term Disability shall continue to be paid for by the employee. The Long Term Disability Plan shall provide 66^b% of an employee's weekly earnings.
 - d) The Employer agrees to continue paying the full cost of a Weekly Indemnity program providing for payment of \$276 per week, or seventy-five percent (75%) of an employee's earnings, whichever is greater, up to a maximum of twenty-six (26) weeks from the first (1st) day of non-occupational accident or the third (3rd) day of sickness, for employees who have completed their qualifying period and while such employees remain in the active employ of the Employer.
 - e) The Employer shall pay 100% of the premium costs to provide 50% reimbursement of Orthodontics costs to a lifetime maximum of \$1,500 per dependent child.
 - f) All employees hired on or after January 1, 2005, will be eligible to participate in the new BOC Canada Defined Contribution Pension Plan. All existing employees as at January 1, 2005 will be provided with the following three (3) choices pertaining to their on-going pension plan participation and entitlements:
 - 1. Remain in the existing Defined Benefit Pension Plan;

2. Remain in the existing Defined Benefit Pension Plan for service up to January 1, 2005 and switch to the new Defined Contribution Plan for service after December 31, 2004 or;
3. Participate in the new Defined Contribution Plan and convert accrued Defined Benefit Plan benefits to the Defined Contribution Pension Plan.

g) For specific benefit entitlement details, reference must be made to the Benefits Guide or the Benefits Department.

34.02 The Employer shall allow up to four (4) days annually for absences due to illnesses that do not qualify for weekly indemnity. Employees shall be allowed to carry over unused sick days to the next year. Six (6) days shall be the maximum carry over.

34.03 An employee requesting sick leave pay may be required to produce satisfactory proof of illness (e.g. a doctor's certificate) if there is reason to believe an abuse of the sick leave plan.

34.04 Employees that have to attend any form of medical appointment whereby the absence will be only for part of a day, upon returning to work, shall receive pay for the full day on their next pay cheque. Employees must schedule such appointments prior to 10:00 a.m. or after 3:00 p.m. and, they must give the employer 48 hours notice of such an appointment, unless it is for emergency reason. In all cases the employee must provide the employer with a note from a certified medical practitioner.

34.05 Part time employees who normally work twenty-one (21) hours or more per week are eligible to participate in the Health and Welfare Plan.

ARTICLE 35 ARTICLE HEADINGS

35.01 The Article Headings shall be used for purposes of reference only, and may not be used as an aid in the interpretation of this Agreement.

ARTICLE 36 CONSULTATION MEETINGS

36.01 Either party has the right to request a meeting to discuss issues pertinent to the workplace to discuss matters that affect the employees bound by this agreement.

