

**COLLECTIVE AGREEMENT**

**BETWEEN**

**AIR LIQUIDE CANADA INC.  
(HPX OPERATORS)**

**PORT MELLON AND PRINCE RUPERT, B.C.**

**AND**

**TEAMSTERS LOCAL UNION No. 213**

**July 1<sup>st</sup>, 2006 - June 30<sup>th</sup>, 2012**

**DON MCGILL  
Secretary-Treasurer**

## TABLE OF CONTENTS

### AIR LIQUIDE CANADA INC. (HPX OPERATORS)

| <b>ARTICLE</b>                                 | <b>PAGE</b>        |
|--|--------------------|
| 1. BARGAINING AGENCY AND DEFINITION .....      | <a href="#">2</a>  |
| 2. EXPIRATION OF AGREEMENT .....               | <a href="#">2</a>  |
| 3. UNION SECURITY .....                        | <a href="#">2</a>  |
| 4. DEDUCTION OF DUES AND INITIATION FEES ..... | <a href="#">2</a>  |
| 5. UNION ACTIVITIES AND LEAVE OF ABSENCE ..... | <a href="#">2</a>  |
| 6. SHOP STEWARDS .....                         | <a href="#">3</a>  |
| 7. WORK CLOTHES .....                          | <a href="#">4</a>  |
| 8. UNION NOTICES .....                         | <a href="#">4</a>  |
| 9. CONFLICTING AGREEMENT .....                 | <a href="#">4</a>  |
| 10. PROTECTION OF RIGHTS .....                 | <a href="#">4</a>  |
| 11. TRANSFER OF TITLE OR INTEREST .....        | <a href="#">5</a>  |
| 12. SUB-CONTRACTING .....                      | <a href="#">5</a>  |
| 13. GRIEVANCE PROCEDURE .....                  | <a href="#">5</a>  |
| 14. TECHNOLOGICAL OR PROCEDURE CHANGES .....   | <a href="#">7</a>  |
| 15. JOB POSTING .....                          | <a href="#">7</a>  |
| 16. PAY DAY AND PAY STATEMENTS .....           | <a href="#">8</a>  |
| 17. ANNUAL VACATIONS .....                     | <a href="#">8</a>  |
| 18. GENERAL HOLIDAYS .....                     | <a href="#">9</a>  |
| 19. SENIORITY .....                            | <a href="#">10</a> |
| 20. DAYS AND HOURS OF WORK AND OVERTIME .....  | <a href="#">11</a> |
| 21. COMPENSATION COVERAGE .....                | <a href="#">13</a> |
| 22. SEPARATION OF EMPLOYMENT .....             | <a href="#">13</a> |
| 23. INSPECTION PRIVILEGES .....                | <a href="#">13</a> |
| 24. SAVINGS CLAUSE .....                       | <a href="#">13</a> |

|     |  |                    |
|-----|--|--------------------|
| 25. | BONDING.....                                       | <a href="#">13</a> |
| 26. | SAFETY AND HEALTH.....                             | <a href="#">13</a> |
| 27. | MANAGEMENT FUNCTION .....                          | <a href="#">14</a> |
| 28. | WELFARE PLAN.....                                  | <a href="#">14</a> |
| 29. | MEDICAL EXAMINATIONS.....                          | <a href="#">16</a> |
| 30. | ARTICLE HEADINGS.....                              | <a href="#">16</a> |
| 31. | CLASSIFICATIONS AND WAGE RATES, ETC. ....          | <a href="#">16</a> |
| 32. | PENSION PLAN.....                                  | <a href="#">17</a> |
| 33. | UNION LABEL AND VENDING .....                      | <a href="#">17</a> |
| 34. | EXPENSES .....                                     | <a href="#">18</a> |
| 35. | RETROACTIVE PAY .....                              | <a href="#">18</a> |
| 36. | TEAMSTERS LOCAL 213 INDUSTRY ADVANCEMENT FUND..... | <a href="#">18</a> |
|     | SIGNATORY PAGE .....                               | <a href="#">18</a> |
|     | APPENDIX "A" .....                                 | <a href="#">19</a> |
|     | LETTER OF UNDERSTANDING .....                      | <a href="#">20</a> |



Agreement within four (4) months immediately preceding the date of June 30<sup>th</sup>, 2012, 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.

2.02 The Company and the Union mutually agree to exclude the operation of subsections (2) and (3) of Section 50 of the British Columbia Labour Relations Code.

2.03 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 is implemented, or the Company shall give notice of lockout and such lockout is implemented, or the parties shall conclude a renewal or revision of the Agreement or a new collective agreement.

### **3. UNION SECURITY**

3.01 The Union recognizes the right of the Company to hire whoever it chooses, subject to the Seniority provisions contained herein. The Company shall consult current HPX Operators for input when hiring new HPX Operators or relief HPX Operators. The Company will contact the Union at the same time as it contacts other sources and will give applicants referred by the Union equal consideration with other applicants.

3.02 All employees shall be required to be a member of the Union as a condition of employment with the Company.

### **4. DEDUCTION OF DUES AND INITIATION FEES**

4.01 All employees shall be required by the Company to sign a form authorizing the Company to deduct from each pay 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 term of this Agreement.

4.02 The Union shall on the first (1<sup>st</sup>) day of each month for that month, send in duplicate to the Company, 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.

4.03 The Company shall during the month referred to in clause 4.02, deduct such amounts from the employees listed on the statement, and also from any new employee who started employment that month, whether on a casual, part time or full time basis, an amount equivalent to the Union's dues. The Company will delete the names of employees who have left the Company and add the names of any new employees, their social insurance number and the dues deducted from them to the statement sent to the Company by the Union.

The Company shall remit Union dues on behalf of the relief HPX Operator if the relief work lasts one (1) week or longer.

- 4.04 The Company agrees to remit such deductions by cheque by the tenth (10<sup>th</sup>) 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.

## **5. UNION ACTIVITIES AND LEAVE OF ABSENCE**

- 5.01 The Company shall allow time off work, without pay, to any employee who is serving on a Union committee for purpose of discussions with the Company or serving as a Union delegate to any conference or function. The Company shall allow time off work with pay up to the conciliation or mediation stage to any person who is serving on the Union negotiating committee for the purpose of discussion with the Company. The foregoing applies, provided all requests for time off are reasonable and do not interfere with the proper operation of the business, and there shall be no more than one (1) employee in the bargaining unit absent at any one (1) time. No employee who acts within the scope of the above paragraph shall lose their job or be discriminated against for so acting.
- 5.02 When an employee suffers an injury, whether on the job or not, or suffers any verified illness preventing him/her from reporting to work, he/she will automatically be granted leave of absence without pay up to eighteen (18) months, which period may be extended by mutual agreement.
- 5.03 If an employee desires a leave of absence for reasons other than those referred to above, he/she must obtain permission, in writing, for the same from the Company. Such leave of absence shall not be unreasonably denied.
- 5.04 Any person employed in a classification requiring a driver's licence, who suffers revocation of his/her driver's licence, will be reclassified to other work if it is available, and provided the employee is capable of performing such work, and further provided it will 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 nine (9) months. Reclassification or leave of absence will only be granted provided the employee is not discharged for just cause. The employee may take advantage of this section only once while in the employ of the Company, and during such leave the employee will retain and accrue seniority only.
- 5.05 In any instance where an employee accepts other than casual employment without the consent of Management, when on leave of absence or vacations, for any reason, his/her employment may be terminated, subject to proper proof of same.
- 5.06 When an employee suffers an injury or illness which requires his/her absence, they shall report the fact to the Company as soon as possible, prior to their actual starting time, so adequate replacement may be made if necessary.

## **6. SHOP STEWARDS**

- 6.01 There shall be one (1) Shop Steward appointed, if the Union so wishes, to see whether the members of the Union and the Company live up to the provisions of this Agreement, and to report any infractions of such provisions to the Supervisor. There shall be no discrimination against the Shop Steward for lawful Union activities.
- 6.02 The Shop Steward shall have no authority to alter, amend, violate or otherwise change any part of this Agreement. The Shop Steward shall report to the Union Officers any violation of this Agreement.
- 6.03 The Company shall be informed, in writing, of the name of the Shop Steward and the effective date of their appointment.
- 6.04 The Shop Steward shall continue to perform his/her regular work in order to maintain efficiency of the operations. If a Shop Steward is called upon to assist an employee in the presentation of a grievance, he/she shall be able to leave his/her job after informing his/her Supervisor as to why he/she is leaving. If he/she is on a job which requires continuous attendance, arrangements for a relief while he/she is discussing the grievance will be made by the Supervisor.
- 6.05 The Shop Steward and/or an employee taking up grievances will be paid at their regular hourly rate for time spent discussing a grievance with the appropriate Company Representative, as provided by this Agreement, during his/her regular working hours, on Company premises.

## **7. WORK CLOTHES**

- 7.01 Where required, the Company shall provide, free of charge, the following:
- (a) Hard hats of a suitable type;
  - (b) Gloves of a suitable type;
  - (c) Leather or rubber aprons;
  - (d) Rubber boots.
- 7.02 For employees who desire coverall service, up to three (3) clean pair a week, the Company agrees to pay the full cost of this service. The Company agrees that if any employee is required to wear any kind of uniform as a condition of his/her continued employment, such uniform shall be furnished and maintained by the Company, free of charge, at the standard required by the Company.
- 7.03 The Company will reimburse one hundred percent (100%) of the cost of metatarsal (or non-metatarsal) type safety boots approved by the Company not more than once per year, which shall be for each year of this Agreement, if such purchases are required, on submission of a receipt. New employees will qualify for reimbursement once they have completed their probationary period.

7.04 The care of equipment furnished by the Company to an individual employee shall be the responsibility of that employee. Damage or loss through the employee's carelessness may be subject to disciplinary action.

7.05 The Company will supply reasonable rainwear protection.

## **8. UNION NOTICES**

8.01 The Company agrees to provide space that is readily accessible on its Notice Boards for the official Union notices of direct interest to the employees. Such notices shall be posted only by the Shop Steward.

The following items must be posted on said Notice Boards:

- (1) A copy of this Agreement;
- (2) A valid seniority list to be revised every six (6) months;
- (3) Copies of the Welfare Plan eligibility and effective dates;
- (4) A copy of the Company's Pension Plan and eligibility requirements.

## **9. CONFLICTING AGREEMENT**

9.01 The Company 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.

## **10. PROTECTION OF RIGHTS**

10.01 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 legal picket line of a Union, nor shall it be a violation of this Agreement to refuse to handle or accept products or services from any Company where a legal picket line or lockout exists.

10.02 The Company may make safety regulations in keeping with 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. Any regulations or rules made by the Company which are, in the opinion of the Union, of a discriminatory nature to employees, same may become a grievance under the terms of this Agreement.

## **11. TRANSFER OF TITLE OR INTEREST**

11.01 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.

11.02 The Company 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.

**12. SUB-CONTRACTING**

12.01 The Company agrees that it will not sub-contract out any work which will result in the lay-off of any employees in the bargaining unit or which will reduce the numerical number of employees from those employed prior to the sub-contracting out of such work.

**13. GRIEVANCE PROCEDURE**

13.01 Any complaint, disagreement, or difference of opinion between the Company and 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.

13.02 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 slow-down.

13.03 If any employee, who may request the assistance of a Shop Steward, has a grievance, it may be taken up in the following manner and sequence:

**Step No. 1**

The Employee, who may request the assistance of a Shop Steward, shall discuss it personally with his/her immediate Supervisor within ten (10) working days after the circumstances giving rise to the grievance have occurred. The immediate Supervisor's decision shall be given within five (5) working days. Failing settlement, then,

**Step No. 2**

Within five (5) working days, or on a date mutually agreed on between the Company and the Union, after the decision is given under Step No. 1, the grievance may be submitted by the Union in writing to the Unit Manager or his/her representative, and the nature of the grievance and the remedies sought will be set out in the grievance. An authorized representative of the Union may be present, if required by either party. It is understood the Unit Manager, or his/her representative may have such counsel or assistance as he/she may desire. The Company's decision will be delivered in writing within seven (7) working days, or a date mutually agreed on between the Company and the Union, from the date of the presentation of the grievance.

13.04 If no solution is concluded by Step No. 2, the grievance may be submitted to Arbitration and if no written request for Arbitration is received within seven (7) working days after the decision under Step No. 2 is given, it shall be deemed to have been settled.

13.05 The Party requesting arbitration must, at the time the written request is made, submit the name of three (3) Arbitrators to the other Party. If the other Party disagrees with the suggestions, it may submit the name of three (3) other Arbitrators. Should the Parties fail to select an Arbitrator, application may be

made by either Party to the Labour Relations Board to appoint a person to act as an Arbitrator. The decision of the Arbitrator selected will be final and binding upon the Parties.

- 13.06 The Arbitration proceedings will be expedited by the parties hereto.
- 13.07 No person may be appointed as an Arbitrator who has been involved directly in the controversy under consideration.
- 13.08 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.
- 13.09 The expenses of the Arbitrator shall be borne equally by the parties to the Arbitration.
- 13.10 It is agreed that a grievance arising directly between the Company and the Union may be submitted in writing within five (5) working days, or at a date mutually agreed on between the Company and the Union, after the circumstances giving rise to the grievance have occurred, which shall be originated under Step No. 2, and the time limits set out with respect to that Step shall appropriately apply.
- 13.11 In any grievance involving the dismissal or suspension of any employee, such grievance may be settled under the Grievance and Arbitration procedures set out herein by:
- (a) Confirming the Company's actions in dismissing or suspending the employee, or
  - (b) Reinstating the employee with full compensation for the time lost, reduced by any outside earnings, or
  - (c) By any other arrangement which is reasonable in the opinion of the parties or the Arbitrator, if appointed.
- 13.12 Any discharged or suspended employee may, within seventy-two (72) hours of his/her discharge or suspension, in writing, require the Company to give to him/her the reasons for his/her discharge or suspension, and the Company will give such reasons to him/her, in writing, within seventy-two (72) hours of such request, and in the event of any dispute or difference as to whether or not there was proper cause for the discharge or suspension of an employee, only the reasons so set forth in writing shall constitute cause. A copy of such written reasons will be given to the Shop Steward.
- 13.13 A minor offense entered on an employee's record will not be used as evidence in an arbitration hearing unless it has been committed within fifteen (15) months prior to the disciplinary action giving rise to the grievance, or unless the Company declares that it wants to prove a continuity of similar offenses.

The Company shall forward a copy to the employee and to the Union within seven (7) days of the event giving rise to the statement.

#### **14. TECHNOLOGICAL OR PROCEDURE CHANGES**

- 14.01 (a) The Company and the Union mutually agree that, in the case of technological changes, adequate protection, inasmuch as possible, should be given to any of the present bargaining unit employees who could be affected. The mandatory provisions of the British Columbia Labour Code concerning technological changes will be adhered to, and the Company agrees to ask for the assistance of Canada Manpower in order to arrange for training of employees whose jobs no longer exist as a result of such changes. Such employees shall have the choice of taking the training or accepting a layoff.
- (b) In the event the Company proposes the introduction of equipment in its operations, requiring specialized training, the Company agrees to give first opportunity to employees then on the payroll, to operate this equipment, provided the applicant qualifies with the requirements of an independent aptitude test, if required by the Company. Cost of such test to be borne by the Company. Any employee taking such a test is entitled to know the results of such test.
- 14.02 When the employment of a regular full-time employee is permanently terminated by the company due to a loss of business by the Company, or due to technological changes, such employee, provided he/she has been in the employ of the Company for a minimum of one (1) year, upon request, shall receive one (1) week's pay for each year of service with the Company, commencing with the second (2nd) year of service, subject to the following stipulations: The payment will not affect the employee's right to be recalled as outlined in Article 19; however, an employee who receives such payment and is subsequently recalled to work in line with Article 19, will only accumulate further rights to such payment commencing with the date he/she was recalled.
- 14.03 On the request of either Party, Company representatives and employee representatives shall meet at least once every two (2) months until this Agreement is terminated, for the purpose of discussing issues relating to the workplace that affect the Parties or any employee bound by this Agreement.

#### **15. JOB POSTING**

- 15.01 When it is necessary to fill a job vacancy or a new job is created, the Company shall post a notice on the Notice Board advising that a vacancy exists in a particular job, giving the details of the job, rates of pay, shift hours, proposed starting date, etc. Employees desiring such job may apply, in writing, within seventy-two (72) hours of such posting not including Saturday or Sunday. The vacancy shall be filled in accordance with Article 19.03. Employees on vacation may apply on their return to work.

The Shop Steward will be given a copy of the notice referred to above.

The Company shall post the name of the successful applicant within twenty (20) working days.

**16. PAY DAY AND PAY STATEMENTS**

- 16.01 All employees covered by this Agreement shall be paid not less frequently than every second Friday, all wages earned by such employees to a day not more than eight (8) days prior to the day of payment.
- 16.02 The Company shall provide every employee covered by this Agreement with a separate or detachable written or printed itemized statement in respect of all wage payments to such employee. Such statement shall set forth the total hours worked, the total overtime hours worked, and all deductions made from the gross amount of wages.
- 16.03 The Company shall record on each employee's T-4 slip the total Union dues deducted and submitted on behalf of that employee.

**17. ANNUAL VACATIONS**

- 17.01 An employee on the active payroll of the Company with less than one (1) year's continuous service as of May 31<sup>st</sup> will be entitled to one (1) day's vacation with pay for each calendar month worked up to May 31<sup>st</sup>, up to a maximum of ten (10) working days.
- 17.02 An employee on the active payroll of the Company with one (1) year's continuous service as of May 31<sup>st</sup> will be entitled to two (2) weeks' vacation with pay.
- 17.03 An employee on the active payroll of the Company with three (3) years continuous service as of May 31<sup>st</sup> will be entitled to three (3) weeks vacation with pay.
- 17.04 An employee on the active payroll of the Company with nine (9) years continuous service as of May 31<sup>st</sup> will be entitled to four (4) weeks vacation with pay.
- 17.05 An employee on the active payroll of the Company with seventeen (17) years continuous service as of May 31<sup>st</sup> will be entitled to five (5) weeks vacation with pay.
- 17.06 An employee on the active payroll of the Company with twenty-four (24) years continuous service as of May 31<sup>st</sup> will be entitled to six (6) weeks vacation with pay.
- 17.07 Pay for each week of vacation will be computed on the basis of two percent (2%) of the gross wages earned by the employee during the period June 1<sup>st</sup> to May 31<sup>st</sup> immediately preceding the year in which the vacation is taken.

17.08 On termination of employment, an employee will receive vacation pay, determined as mentioned above, for vacations earned but not taken.

17.09 When an employee goes on vacation, he/she will continue to be paid in accordance with the normal payroll schedule at the appropriate rate of vacation pay as established in Article 17.07.

Upon completion of full vacation entitlements, the Company shall calculate the percentage of gross earnings as established in Article 17.07 and if the percentage method exceeds regular earnings amount paid, the employee will be reimbursed the difference on his/her return to work.

17.10 No later than February 1<sup>st</sup> of each year the Employer shall post a schedule on the Bulletin Board and each employee shall apply for his or her vacations on such list at a time same is desired and such request must be completed by March 1<sup>st</sup> of each year. Before March 15<sup>th</sup> of each year the Employer will prepare and post the vacation schedule in accordance with the employee's preference and seniority and the plant requirements.

Employees shall be able to book vacations during the Christmas Holidays in accordance with seniority and plant requirements.

17.11 For the purposes of determining a year's employment to qualify an employee for vacations and vacation pay, the parties agree that when an employee has worked a minimum of fifteen hundred (1500) hours in the year in which the employee earns vacation entitlement, he shall be eligible for vacations as above set forth. Such hours worked will include overtime hours, General Holidays and vacations.

If less than fifteen hundred (1500) hours have been worked, the employee shall be entitled to vacations as above set forth, however, only the applicable pay percentages shall apply to the vacation pay.

**18. GENERAL HOLIDAYS**

18.01 It is agreed that all employees shall be entitled to the following General Holidays with pay, regardless of the day on which they fall (i.e. an extra day's pay if it falls on a non-working day).

|                  |                  |                 |
|------------------|------------------|-----------------|
| New Year's Day   | B.C. Day         | Christmas Day   |
| Good Friday      | Labour Day       | Boxing Day      |
| Victoria Day     | Thanksgiving Day | ½ day (4 hours) |
| Canada Day       | Remembrance Day  | Christmas Eve   |
| Floating Holiday |                  | ½ day (4 hours) |
|                  |                  | New Year's Eve  |

18.02 All employees with at least one (1) year's continuous service will be entitled to a Floating Holiday with pay, to be observed on a day of the employee's choosing within the calendar year earned, provided:

- (1) Its date is made known to the immediate Supervisor at least two (2) weeks in advance;
- (2) There are no more than three (3) other employees observing the holiday on the same date;

- (3) That it not hamper the Company's operations in any unreasonable fashion.

Otherwise, the holiday will be observed at another day of the employee's choosing, filling the above provisions.

- 18.03 General Holiday pay will be computed on the basis of four (4) hours at the employee's regular hourly rate.
- 18.04 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 for at least two (2) hours, shall in addition to their regular Holiday pay, receive double their hourly rate for all hours worked during that shift (i.e. triple time), but shall not be entitled to this for hours in both shifts which fall during the General Holiday period of twenty-four (24) hours. If shifts are worked in both of these days, then the shift which contains the majority of hours in the General Holiday shall be the shift paid for as the General Holiday.
- 18.05 It is agreed that the General Holiday will take place on the date specified as the legal holiday by the Federal or Provincial Government.
- 18.06 In order to qualify for the General Holiday pay, the employee must work his/her full scheduled shift on each of his/her working days immediately preceding the General Holiday and immediately following the General Holiday concerned. However, if absence is due to illness or an accident which commences or terminates within thirteen (13) weeks preceding or following the General Holiday, substantiated by a medical certificate, the employee will be paid for the General Holiday if he/she is not entitled to payment under the Workers' Compensation, Weekly Indemnity program or Sick Leave Plan. General Holiday pay will also be paid if failure to return to work is beyond the control of the employee or if the employee is laid off within seven (7) days of the General Holiday.
- 18.07 In the event that a General Holiday falls within an employee's vacation period, he/she will be granted an extra day's holiday with pay.
- 18.08 The Employer agrees that if during the life of this Agreement, either the Federal or the Provincial Government declares or proclaims as General Holidays any other day than those listed herein, the employees shall receive such day off with pay.

## **19. SENIORITY**

- 19.01 An employee will be considered on probation until after he/she has completed four hundred (400) hours worked including overtime with the Company within a twelve (12) month period. The employee's name will be placed on the seniority list with the seniority dating from the date he/she commenced employment. It is understood that probationary employees may be dismissed by the Company for reasons less serious than might justify the dismissal of an employee who has acquired seniority. However, during such employment, all sections of this Agreement shall apply to them, including the grievance procedure, with the exception that a probationary employee who is

laid off will have preference to be rehired during the ninety (90) calendar days immediately following the date of his/her lay off.

19.02 In the event of a work shortage, for the purpose of lay-offs and recalling those to work who have been laid off, Bargaining Unit seniority will apply where any employee can demonstrate the required competencies (knowledge and qualifications) and has the ability and efficiency to perform within a reasonable period of time any job in the premises to which his/her seniority would entitle him/her. During such time training shall be provided if required.

In the event of a job opening arising while a laid-off employee maintains recall rights the Company will inform the employee of the opening by registered mail to the last address recorded with the Company and the employee may then apply for the position. If the employee does not apply for the position as outlined in Clause 15.01 within forty-eight (48) hours of receipt of the notice, the employee will not be eligible for consideration for the position in question.

19.03 When making promotions for job vacancies (excluding promotions to positions outside of the bargaining unit, which shall not be subject to the provisions of this Agreement), Bargaining Unit seniority will apply where any employee can demonstrate the required competencies (knowledge and qualifications) and has the ability and efficiency to perform any job in the premises to which his/her seniority would entitle him/her.

When any employee is promoted to another job as herein set out, he/she shall be given a reasonable period of trial, during which period training shall be provided if required, and if after such period is unable to perform the job properly shall revert back to his/her former job and rate of pay without any loss of seniority.

19.04 When an employee is transferred to a position outside the bargaining unit and within one (1) year of the transfer returns to a position in the bargaining unit, the time worked by such employee outside the unit shall not be counted and accrued for the purposes of determining his/her seniority regarding lay-offs, recalls and promotions. However, his/her previous bargaining unit seniority will apply.

If the employee does not return to the bargaining unit within the twelve (12) month trial period, the employee shall lose all bargaining unit seniority.

19.05 A seniority list will be posted by the Company within one (1) month after the signing of this Agreement. After such posting, the list shall become final as to the employee's name and dates designated on it, except as to any employee who has disputed the accuracy of his/her seniority while the list is posted, as set out in Article 13. The seniority list will be brought up to date every six (6) months and a copy will be given to the Union and a copy posted on the Notice Board.

19.06 A person shall lose all seniority if he/she:

(a) Voluntarily quits the Company; or

- (b) Is discharged and the discharge is not reversed through the Grievance Procedure; or
- (c) Fails to report for work within five (5) working days, after being notified by the Company by registered mail to the last address recorded with the Company following lay off; or
- (d) Is absent for three (3) consecutive working days without notification to the Company, except where the ability to notify the Company is beyond the control of the employee; or
- (e) Is absent due to lay-off for a period of time exceeding the equivalent of his/her accumulated seniority at the time of lay-off, to a maximum of twenty-four (24) months; or
- (f) Is absent due to lay off for more than twenty-four (24) calendar months for an employee with more than two (2) years seniority at the time of lay off; or
- (g) 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.

19.07 It shall be the duty of employees to notify the Company promptly of any change of address. If an employee fails to do this, the Company will not be responsible for failure to reach such employee.

19.08 In the event of a lay-off of more than five (5) working days, the Company will give individual or general notice, as the case may require, of not less than two (2) working days, or pay at the regular hourly rate in lieu thereof, in advance of the effective date of such lay-off, to such employee or employees. Provided, however, that no such notice or such pay shall be required in the event of a lay-off arising from circumstances, such as power failure, plant damage due to storm, etc., or any Act of God, beyond the control of the Company.

## **20. DAYS AND HOURS OF WORK AND OVERTIME**

20.01 The normal work week for HPX Operators will be composed of forty (40) hours, every other week on a rotation basis, i.e. one (1) week on duty and one (1) week off duty, Wednesday to Tuesday inclusive. The day shift hours of work shall be 8:00 A.M. to 5:00 P.M. It is understood that the provisions of this Article are not intended as a guarantee as to hours of work per day, nor as to days of work per week, nor as a limitation on hours of work.

HPX Operators will spend the necessary time at the plant each day to ensure its proper operation and maintenance along with completion of all the relevant documentation. In the event of operational difficulties, the operator is expected to remain at the plant until the problems can be resolved, subject to direction by the Company.

20.02 HPX Operators may be required to be on call during any or all hours not worked in a calendar week when the employee is on duty in order to ensure twenty-four (24) hour, seven (7) day availability to respond to alarms or operational problems. In consideration of being on call as required herein, the Company will not require an HPX Operator to remain at the HPX plant more than three (3) hours of his/her normal shift in a day except as required under 20.01 herein.

When on call, an HPX Operator shall carry a pager supplied by the Company and shall attend at the HPX plant within ninety (90) minutes of being paged. It is the responsibility of the HPX Operator to ensure that he is able to attend at the plant within this time at all times when he is on-call.

20.03 Overtime is defined as authorized work performed in excess of forty (40) hours in a week or eight (8) hours in a day. Any hours worked in excess of eight (8) hours, and up to ten (10) hours in any one (1) day, shall be paid at the rate of time and one-half (1 ½). Any hours worked in excess of ten (10) hours in any one (1) day shall be paid at double time (2X).

On an employee's first (1<sup>st</sup>) day off, he/she shall be paid at the rate of time and one-half (1 ½) for hours worked up to four (4) and double time (2x) for hours worked thereafter.

On an employee's second (2<sup>nd</sup>) day off, he/she shall be paid at the rate of double time (2x) for all hours worked.

20.04 When employees are advised to report for work at a specified time, they shall be paid from that time, even though there may be no work for them to do.

20.05 The Company agrees that if it becomes necessary to work overtime, such overtime will be distributed as equally as possible amongst those employees who normally perform such work.

20.06 When it becomes necessary to work overtime of two (2) hours or more, the Company shall see that each employee receives a meal or rest break of thirty (30) minutes without pay and a supper allowance of twelve dollars (12.00). Claims for meal allowance will be paid within one (1) week after the pay period in which they are submitted.

20.07 Any meeting held after working hours shall be at the employee's discretion, unless the Company classifies it as time worked and pays for same.

20.08 If an employee reports for work at the commencement of his/her regular shift without previous notification not to do so, he/she shall be paid for the equivalent of four (4) hours' work at his/her regular rate, provided, if requested by the Company, the employee shall perform such work to which he/she may be assigned, and further provided that this obligation on the part of the Company shall not apply if failure to supply work is due to conditions beyond the control of the Company, or if the employee is returning to work following an absence without notifying the Company in advance.

## **21. COMPENSATION COVERAGE**

21.01 When an employee is injured at work and goes on Compensation, he/she shall, when the Compensation Board signifies that the employee may go to work, be returned to the payroll at his/her previous job and rate of pay. If the employee is unable to do the job he/she held at the time of injury, the Company will try to place the employee in a job which said employee can do. If this is impractical, then the employee shall be entitled to one (1) week's notice. This section is subject to the Grievance Procedure.

**22. SEPARATION OF EMPLOYMENT**

22.01 When any employee is discharged for cause he/she will receive his/her pay and any other monies he/she is entitled to within forty-eight (48) hours of his/her termination. When an employee terminates his/her services he/she will receive his/her pay and any other monies he/she is entitled to within six (6) days of his/her termination.

**23. INSPECTION PRIVILEGES**

23.01 Authorized Agents of the Union shall have access to the Company's establishments during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to. However, it is understood that on arrival at the Company's premises, such Agents will immediately contact the Superintendent or immediate Supervisor, if possible.

**24. SAVINGS CLAUSE**

24.01 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.

24.02 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, upon the request of the Union, for the purpose of arriving at a mutually 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 13 herein.

**25. BONDING**

25.01 Should the Company require an employee to be bonded, the bonding procedure will be negotiated with the Union.

**26. SAFETY AND HEALTH**

26.01 The Company shall make reasonable provisions for the safety and health of its employees during the hours of their employment.

26.02 The Union will co-operate with the Company in encouraging employees to observe any safety and health regulations which may be prescribed by the Company and to work in a safe manner.

26.03 Any employee who considers that any practice being carried out within the premises is unsafe or detrimental to the health of any person working therein, shall have the right to speak to his/her superior about the matter. If the situation is not corrected in a reasonable period of time, the matter may be considered the cause for a grievance to be handled through the Grievance Procedure.

## **27. MANAGEMENT FUNCTION**

27.01 The Union recognizes that the management of the plant and direction of the working forces are fixed exclusively in the Company, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Company to:

- (a) Maintain order and efficiency;
- (b) 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;
- (c) Make and enforce and alter from time to time rules and regulations to be observed by the employees;
- (d) Determine the nature and kind of business conducted by the Company, 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 hereinbefore vested in and exercised by the Company which shall remain solely with the Company except as specifically limited by the express provisions of this Agreement.

27.02 The Company 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.

## **28. WELFARE PLAN**

28.01 The Company agrees to pay one hundred percent (100%) of the premiums for M.S.P. and Basic Extended Health Plan with respect to participating employees who have completed their qualifying period and while such employees remain in the active employ of the Company.

28.02 The Company will provide employees in the active employment of the Company, the present Group Life Insurance in accordance with the terms of the insurance policy. All eligible employees will be insured for one hundred percent (100%) of their regular annual earnings, and may choose to be insured for two hundred percent (200%) or three hundred percent (300%) of their annual earnings. It is agreed that the employee's payment for this coverage will be on the basis of fifteen cents (15¢) per month per one thousand dollars (\$1,000.00) for the first one hundred percent (100%) of insurance. The employee contribution for the second one hundred percent

(100%) will be twenty cents (20¢) per month per one thousand dollars (\$1,000.00) of coverage, and for the third one hundred percent (100%) the employee cost will be thirty cents (30¢) per month per one thousand dollars (\$1,000.00) of coverage. The employee contribution will be made through payroll deductions.

When an employee attains age 65, the amount of employee life insurance will be reduced to \$7,500.00 and the employee Accidental Death and Dismemberment Insurance will cease.

28.03 The Company agrees to pay the full cost of a Weekly Indemnity program providing for payment of an amount equivalent to the E.I. maximum per week, or seventy-five percent (75%) of an employee's earnings whichever is the greater, up to a maximum of thirty-nine (39) weeks from the first (1st) day of non-occupational accident or the fourth (4th) day of sickness, for employees who have completed their qualifying period and while such employees remain in the active employ of the Company.

The Company agrees to maintain for employees an L.T.D. Plan after an employee has been disabled for 39 weeks. The Plan takes effect and provides sixty percent (60%) of employees regular earnings up to a maximum of three thousand dollars (\$3,000.00) per month. This benefit continues until recovery, death, or age 65. Employees pay the premiums through payroll deductions.

For HPX Operators, the Weekly Indemnity Program and LTD Plan benefits will be payable every other week.

The amount of weekly indemnity will be reduced by any amount of income provided to the employee for the same disability under ICBC (Insurance Corporation of British Columbia).

28.04 The Company shall see that all employees at the date of hiring shall fill in the required cards for the Medical Plan and any other Plans of the Company and shall be responsible to see that the coverage is provided on the entitlement date of each employee, except that any employee may elect to not be covered by the Medical Plan.

28.05 The Company agrees to pay one hundred percent (100%) of the premiums of the current Dental Plan with respect to participating employees who have completed their probationary period and while such employees remain in the active employ of the Company. The Dental Plan is to become effective on the first (1<sup>st</sup>) day of the month following the month in which contributions have been made.

28.06 Each employee shall be entitled to two (2) days sick leave per calendar year of service at his/her regular hourly rate. Accumulated sick days as of December 31, 2006 will be paid out. There will be no more accumulation thereafter.

Any employee requesting sick leave pay shall notify his/her supervisor prior to the start of his/her shift and shall produce a doctor's letter certifying his/her illness after being absent for two (2) days or if requested to do so by the

Company. If any employee abuses his/her coverage he/she shall be subject to disciplinary action.

- 28.07 The Company agrees to pay the full premium towards a Vision Care Plan for employees and their eligible dependents, which provides a benefit of two hundred dollars (\$200.00) every twenty-four (24) months. Effective the first (1<sup>st</sup>) day of the month following ratification the Company agrees to pay the premiums towards a maximum of one (1) eye examination per person every twenty-four (24) months when performed by an optometrist.
- 28.08 When an employee provides the Company with completed Workers' Compensation Board (WCB) claim forms the Company will agree to make an advance to the employee while his/her claim is being processed. This advance will be equivalent to seventy-five percent (75%) of the employee's net weekly earnings to a maximum of three (3) weeks. In exchange for the advance the employee will provide the Company with a cheque for the same amount to be cashed upon approval of his/her claim by WCB. Should the claim not be approved by WCB, it will be submitted as a weekly indemnity claim.
- 28.09 Employees who elect to take early retirement will continue their contributions and will remain covered under the group insurance plan for Life insurance and AD&D (reduced to one time their annual basic earnings in force immediately prior to their date of retirement) and Health and Dental Insurance until the first day of the month coincident with or the first day of the month following their 65<sup>th</sup> birthday.

**29. MEDICAL EXAMINATIONS**

- 29.01 Should the Company require an employee to undergo a medical examination, other than the pre-employment examination, the Company will pay the cost of that medical examination.

**30. ARTICLE HEADINGS**

- 30.01 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.

**31. CLASSIFICATIONS AND WAGE RATES, ETC.**

- 31.01 The classifications and wage rates for the effective period of this Agreement shall be as those attached hereto in Appendix "A".
- 31.02 Any change in hourly wages shall be effective from the beginning of the nearest pay period.
- 31.03 In the event that a new job classification is introduced, the Company will establish the wage rate for such new classification and shall advise the Union. In the event that the work done in any job classification changes and warrants a change in the wage rate, the Company shall make such change and advise the Union. The new or changed rate shall remain in force unless changed through the Grievance Procedure or Arbitration Procedure. A grievance may be filed at Step No. 2 of the Grievance Procedure within

twenty (20) working days, or such period as mutually agreed to between the Company and the Union, after implementation of the new or changed rate. In establishing any new rate, the Arbitration Board shall be guided by the relationship of the job under review to similar or comparable job classifications and their rate structure under this Agreement or in other comparable jobs.

31.04 Time shall be computed from the time the employee commences his/her day's work until he/she is released from duty by the Company.

31.05 When an employee meets with an accident at work, he/she shall be paid a full day's wages for the day of the accident.

31.06 In case of death of an employee's spouse or children, the Company will grant the employee a leave of absence with pay at his/her regular rate for the regular hours lost, for five (5) working days from the date of death up to and including the date of the funeral. In case of death of an employee's father, mother, step-parents, grandparents, brother, sister, mother-in-law or father-in-law, the Company will grant the employee a leave of absence with pay at his/her regular rate for the regular hours lost, for three (3) working days from the date of death up to and including the date of the funeral.

Upon giving at least twenty-four (24) hours notice, the Company may grant the employee a leave of absence without pay for the purpose of attending a funeral, provided the granting of such time off shall not hinder the efficient operation of the plant or office, as the case might be.

31.07 All time lost by an employee due to necessary attendance on Jury Duty shall be paid for at the rate of pay applicable to said employee. Any employee on Jury Duty shall, subject to this provision, make him/herself available for work before or after being required for such duty wherever practicable. All Jury Duty pay received by the employee from the Courts shall be reimbursed to the Company.

All time lost by an employee when subpoenaed as a witness shall be paid for at the rate of pay applicable to said employee. All witness pay received by the employee from the Courts shall be reimbursed to the Company.

The Company shall pay an employee at his/her regular hourly rate for necessary time lost for the purpose of completing a driver's test for renewal of his/her license or for undergoing a medical examination in connection therewith. This applies only to employees who drive a vehicle at any time for the Company.

31.08 An employee who is recalled to work after leaving the Company's premises shall be paid at the appropriate overtime rate for all hours worked on such call-in up to the commencement of his/her regularly scheduled working hours, but in no case shall he/she receive less than four (4) hours' pay at his/her regular hourly rate.

Call-in pay for HPX Operators is applicable only when the HPX Operator is called in at a time that is outside of the normal work week. Consecutive call-ins within a four (4) hour period will be considered a single call-in. Being

paged due to plant problems, when not on duty (i.e. at a time outside the normal work week) shall constitute call-in for the purposes of Article 31.08.

- 31.09 Any employee who is required by the Company to temporarily perform work of a lower classification shall not receive a reduction in wages, but employees performing a higher rated job, for a minimum of one (1) hour, shall receive the higher rate of pay for all such time worked up to four (4) hours. If an employee works more than four (4) hours at the higher rate, he/she shall be paid the higher rate for his/her entire shift.

Temporary assignments will be offered to qualified employees in order of seniority.

When training is given to an employee and such training includes temporarily assigning that employee to perform in a classification which is normally occupied by another employee, that other employee will not be assigned to another classification unless by mutual agreement.

- 31.10 When training is required, it will be given on the basis of seniority, when such training could affect promotion or lay-off as per Article 19.02 or 19.03, provided the employee has the competencies.

**32. PENSION PLAN**

- 32.01 It is agreed that the terms and conditions of the Company Pension Plan as constituted as of December 31<sup>st</sup>, 1965, with amendments as of January 1<sup>st</sup>, 2007, shall continue to apply during the term of this Agreement.

**33. UNION LABEL AND VENDING**

- 33.01 It shall not be a violation of this Agreement for an employee to post the Teamsters Union Label in a conspicuous place on the vehicle or equipment he/she is operating, providing that he/she receives Management's permission as to size and location of the said Union Label. If, in the term of the collective agreement, the Company installs vending machines in the area covered by the bargaining unit, the Company will discuss the machine supplier with the Union.

**34. EXPENSES**

- 34.01 Employees required to stay away from home overnight shall receive all of his/her actual meals and reasonable hotel expenses.

**35. RETROACTIVE PAY**

- 35.01 All negotiated wage increases shall be effective July 1<sup>st</sup>, 2006 and shall be retroactive for each hour paid subsequent to June 30, 2006, and shall be paid by separate cheque.

**36. TEAMSTERS LOCAL 213 INDUSTRY ADVANCEMENT FUND**

- 36.01 The Employer shall make contributions at the rate of five cents (5¢) per hour for all regular and overtime hours worked for each employee covered by this

collective agreement. Such monies are payable to the Teamsters Local Union No. 213 for placement in its Industry Advancement Fund by the fifteenth (15th) day of the month following that to which they refer. The above contributions shall commence on the 1st day of July, 1998.

IN WITNESS WHEREOF the Party of the First Part has hereunto affixed its signature(s) in the presence of its Officers duly authorized therefor, and the Party of the Second Part has hereunto affixed its signature(s) and seal by its Officers duly authorized therefor.

SIGNED AT Vancouver, British Columbia, this            day of            , 2007.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

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**APPENDIX "A"**

**CLASSIFICATIONS AND WAGE RATES**

**EFFECTIVE**

| <b>CLASSIFICATIONS</b> | <b>JULY 1/06</b> | <b>JULY 1/07</b> | <b>JULY 1/08</b> | <b>JULY 1/09</b> | <b>JULY 1/10</b> | <b>JULY 1/11</b> |
|------------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| HPX Operator           | \$26.97          | \$27.64          | \$28.47          | \$29.32          | \$30.20          | \$31.11          |

Progressive wage rates for new employees will be as follows:

|                 |   |                 |
|-----------------|---|-----------------|
| Start rate      | - | 75% of maximum  |
| After 12 months | - | 85% of maximum  |
| After 24 months | - | 100% of maximum |

Employees hired with previous experience in the industry will be given credit for their experience in determining their applicable rate.

**LETTER OF UNDERSTANDING**

**BETWEEN: AIR LIQUIDE CANADA INC.**

**AND: TEAMSTERS LOCAL UNION No. 213**

**RE: Full Time Job**

Following the departure of one (1) of the existing part-time operators, if the remaining part-time operator agrees, the Company shall merge the two (2) part-time jobs into one (1) full-time job. Consequently, the remaining part-time operator will become full-time and the following amendments will be made to the collective agreement in existence:

**Article 12.01: Add:**

All replacements in emergencies or while an employee is absent on vacation, or due to sickness or accident, or if an employee wants to go out-of-town, etc, will be contracted out.

**Article 18.03: Delete and replace with:**

General Holiday pay will be computed on the basis of eight (8) hours at the employee's regular hourly rate.

**Article 20.01: Delete and replace with:**

The normal workweek for the employee covered by this Letter of Understanding will be composed of forty (40) hours, Wednesday to Tuesday inclusive. The day shift hours of work shall be 8:00 am to 5:00 pm. It is understood that the provisions of this Article are not intended as a guarantee as to hours of work per day, nor as to days of work per week, nor as a limitation on hours of work.

HPX operators will spend the necessary time at the plant each day to ensure its proper operation and maintenance along with completion of all the relevant documentation. In the event of operations difficulties, the operator is expected to remain at the plant until the problems can be resolved, subject to direction by the Company.

**Article 28.03: The third paragraph is deleted.**

**Article 28.06: Amend to read:**

Each employee shall be entitled to four (4) days sick leave per calendar year of service thereafter at his/her regular hourly rate. Accumulated sick days as of December 31, 2006 will be paid out. There will be no more accumulation thereafter.

Any employee requesting sick leave pay shall notify his/her supervisor prior to the start of his/her shift and shall produce a doctor's letter certifying his/her illness after being absent for four (4) days or if requested to do so by the Company. If any employee abuses his/her coverage he/she shall be subject to disciplinary action.

SIGNED AT \_\_\_\_\_, B.C. THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007.

SIGNED ON BEHALF OF THE COMPANY      SIGNED ON BEHALF OF THE UNION

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