

COLLECTIVE AGREEMENT

Term of Agreement: July 1, 2012 - June 30, 2018

BETWEEN:

**AIR LIQUIDE CANADA INC.
KAMLOOPS, BC
(hereinafter called "the Company")**

OF THE FIRST PART

AND:

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND
SERVICE WORKERS' INTERNATIONAL UNION
(UNITED STEELWORKERS)
ON BEHALF OF LOCAL UNION 898
(hereinafter called "the Union")**

OF THE SECOND PART

**Errors and Omissions Excepted
vhb/cope- 343**

WITNESSETH:

WHEREAS it is the intent and purpose of the Parties hereto that this Agreement will promote and improve industrial and economic relationships between the Company and the Union and to set forth herein the basic Agreement covering rates of pay, hours of work and conditions of employment to be observed between the Parties hereto.

ARTICLE 1 **BARGAINING AGENCY AND RECOGNITION**

- 1.01** The Company recognizes the Union as the sole and exclusive bargaining agency for its employees as defined in Article 2 - Definition of Employee, for the purpose of collective bargaining with respect to rates of pay, hours of employment and all other working conditions and conditions of employment.
- 1.02** Persons, including contractors, whose regular jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit which may deny an employee of job opportunity, overtime, or, which may result in temporary or permanent lay-off.

ARTICLE 2 **DEFINITION OF EMPLOYEE**

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

ARTICLE 3**MANAGEMENT RIGHTS****3.01**

The Union recognizes that the management of the operation 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, discharge, direct, classify, transfer, lay-off, recall and suspend or otherwise discipline employees, provided that if an employee has been discharged or disciplined without just cause, a grievance may be filed and dealt with in accordance with the Grievance Procedure;
- (c) Make, enforce and alter from time to time rules and regulations to be observed by the employees;
- (d) Determine the nature and kind of business conducted by the 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.

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.

ARTICLE 4**UNION SECURITY****4.01*****MEMBERSHIP***

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

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

4.02***CHECK-OFF: PROCESS AND PROCEDURES***

The Company agrees to deduct from each employee who has authorized such deduction, an amount equivalent to the monthly dues provided for in the International Constitution of the United Steelworkers.

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

International Secretary-Treasurer
United Steelworkers
P.O. Box 9083
Commerce Court Postal Station
Toronto, On.
M5L 1K1

- (b) The monthly remittance shall be accompanied by a statement showing the names of each employee from whose pay deductions have been made and the total amount deducted for the month. Such statements shall also list the names of the employees from whom no deductions have been made and the reasons why.
- (c) Duplicates of the R115 Form [Article 4.02(a)] and the employee deduction statement [Article 4.02(b)] shall be forwarded monthly as follows:

United Steelworkers
181 Vernon Street
Kamloops, B.C. V2B 1L7

- 4.02 (d) Such deduction shall appear on the employee's annual statement of Remuneration (T4 slip).
- (e) The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of deductions made or payments in accordance with this Article.

ARTICLE 5

HOURS OF WORK

- 5.01 (a) The standard work day shall consist of eight (8) hours work between the hours six (6:00) A.M. and five (5:00) P.M. with a designated lunch period of at least thirty (30) minutes, Monday to Saturday inclusive.
 - (b) Employees shall have consecutive days off, one (1) of which shall be Sunday.
 - (c) 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 or as a limitation on hours of work.
- 5.02 Five (5) shifts Monday to Saturday inclusive shall constitute a regular weeks' work. Preference in scheduling shall be in accordance with seniority.

- 5.03 (a)** Time worked in excess of forty (40) hours per week shall be paid at one and one-half times (1 1/2 x) the employee's regular rate.
- On a weekly basis, time and one-half (1 1/2 x) for all hours in excess of forty (40) in the week and double time (2x) for all hours in excess of forty-eight (48) in the week, excluding daily overtime.
- (b)** All employees shall be paid two times (2x) their regular rate for all work performed on Sundays and Statutory Holidays.
- 5.04** Every effort will be made to give employees an uninterrupted lunch break, but in no event shall employees be required to work more than five (5) consecutive hours without sufficient time off to eat lunch.
- 5.05** Subject to the exceptions set forth in this section, any employee reporting for, or called in to work, shall receive a minimum of four (4) hours pay at his regular rate, provided that if four (4) hours work is not available at his regular job, he shall perform such other work as may be assigned to him to qualify for such pay.
- The provisions of this Article shall not apply in the case where the employee was previously instructed not to report to work.
- 5.06** The lunch period shall be mutually arranged between the Company and the employee.
- 5.07** Employees who remain on the job and work more than three (3) hours overtime after completing their normal shift, shall be allowed one-half (1/2) hour for a paid supper break.
- 5.08** Parties to the Collective Agreement are agreed that all overtime will be voluntary, but should overtime become necessary, the junior employee who normally performs the work will be required to remain or report.
- 5.09** Overtime shall be distributed equitably amongst the employees who normally perform the work.
- 5.10** In the event of a work shortage or a reduction or discontinuance of operations, the Company agrees to confer with the Union for the purpose of considering shortening the working hours and/or working week as an alternative to laying off employees.

5.11

ACCUMULATED TIME/OVERTIME

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

- (i) All extra time worked or absence must be pre-approved by your Manager;
- (ii) By mutual agreement between the Company and the employee, an employee may accumulate time.
- (iii) An employee may accumulate up to thirty-two (32) hours. This will be either owed to the Company or owed to the employee. Any time exceeding thirty-two (32) hours will be paid at an overtime rate. Any absence exceeding thirty-two (32) hours will be absence without pay. This time should be repaid or taken in a reasonable period of time;
- (iv) At any time an employee may elect to be paid his accumulated time or extra time worked in the form of overtime; and
- (v) When taking accumulated time off, it must be mutually agreed between the Manager and the employee.

ARTICLE 6**STATUTORY HOLIDAYS**

6.01 (a)

All employees shall receive eight (8) hours pay at their regular straight-time rates for each of the following Statutory Holidays in addition to any wages which they may be in receipt of for work performed on such holiday:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
BC Day	Boxing Day
1/2 Day Christmas Eve	1/2 Day New Year's Eve
Floater Holiday *	

* The Floater Holiday will be taken at a date mutually agreed upon between the Company and the employee. (As agreed by the parties, the floater holiday is in lieu of the Family Day)

6.01 (b)

To be eligible to receive pay for the Statutory Holiday, an employee must work his last regularly scheduled shift immediately prior to the holiday and his first regularly scheduled shift following the holiday.

(c)

The eligibility requirements in (c) above will be waived by the Company when the employee's absence from an eligibility shift has been approved by the Company.

(d)

Should any of the above stipulated Statutory Holidays occur during the employee's vacation period, he shall be given an extra day's vacation with pay.

- (e) Employees who work on a Statutory Holiday may elect to take a substitute day off with pay at a later mutually acceptable time but not later than his next following annual vacation.

ARTICLE 7

ANNUAL VACATIONS

7.01

ANNUAL VACATIONS AND PAY ENTITLEMENTS

- (a) Employees are entitled to annual vacation and annual vacation pay according to their completed years of consecutive service as of May 31st as follows:

<u>Completed Years of Service</u>	<u>Annual Vacation Time</u>
Less than one (1) year preceding the vacation year	One (1) day for each month of employment, to a maximum of ten (10) working days
One (1) or more but less than three (3) years	Two (2) weeks
Three (3) or more but less than ten (10) years	Three (3) weeks
Ten (10) or more but less than eighteen (18) years	Four (4) weeks
Eighteen (18) or more but less than twenty-four (24) years	Five (5) weeks
Twenty-four (24) years or more	Six (6) weeks

- (b) Pay for each week of vacation will be computed by multiplying the employee's regular straight-time hourly rate by the number of hours in the employee's normal work week, or computed on the basis of two percent (2%) of the gross wages earned by the employee during the period June 1st to May 31st immediately preceding the year in which the vacation is taken, whichever is the greater.

When an employee goes on vacation, he will continue to be paid in accordance with the normal payroll schedule at the appropriate rate of vacation pay as established in Article 7.01.

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.

7.02 VACATION SCHEDULING

Employees shall have preference in respect to annual vacations, within their classification according to the seniority list and the operational requirements, provided they file applications before March 31st of each year for vacations to be taken between June 1st and May 31st of the following year. Employees electing to split their vacation will be entitled to preference for only one (1) portion of vacation. This process shall repeat itself until all vacations are completed.

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

ARTICLE 8 SENIORITY

8.01 (a) The Parties recognize that job opportunity and seniority shall increase in proportion to the length of service. It is agreed that the term "*seniority*" as used herein shall have reference to any employee's right to a job based upon his length of service with the Company and his ability to efficiently fulfil the job requirements.

(b) All promotions, transfers, filling of vacancies, lay-offs, and recall from layoffs shall be done strictly in accordance with the principle set forth in Article 8.01 (a).

(c) Seniority of each employee covered by this Agreement shall be established after a probation period of ninety (90) working days and shall count from date of employment.

(d) Seniority shall be maintained and accumulated during absence due to:

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

- 8.01 (e)** An employee shall lose his seniority standing and his name shall be removed from all seniority listings for any of the following reasons:
- (i) If the employee voluntarily quits;
 - (ii) If the employee is discharged and not reinstated under the terms of this Agreement;
 - (iii) If the employee is laid off and fails to return to work within three (3) working days after he has been notified to do so by the Company by registered mail to his last known address;
 - (iv) If on lay-off for lack of work for a period of time exceeding the equivalent of his accumulated seniority at the time of layoff, to a maximum of twenty-four (24); and/or
 - (v) When an employee is recalled he will be notified of approximately how long he can expect to work. If he is expected to work for a period of four (4) weeks or more he will receive five (5) days notice in writing of layoff or pay in lieu of notice.
 - (vi) Is absent for three (3) consecutive working days without justification.

8.02 SENIORITY LISTS

- (a) On May 1st and November 1st of each calendar year, seniority lists shall be posted. The seniority list shall contain the following information:
 - (i) the employee's name;
 - (ii) the date of seniority;
 - (iii) the employee's classification;
- (b) The seniority list shall be posted by the Company for a minimum of thirty (30) days. Any objection to the accuracy of a posted seniority list must be lodged with the Company during the thirty (30) days in which the list is posted. Thereafter, the posted list will be deemed to be valid and correct for all purposes of this Agreement.
- (c) At the time of posting, a copy of the seniority lists shall be given to the Shop Steward and one copy to the Union staff representative.
- (d) New employees will be added to the list at the time they attain seniority.

8.03 RECALL FROM LAYOFF

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

ARTICLE 9

SAFETY & HEALTH

- 9.01** The Company agrees to make reasonable provisions for the safety and health of its employees at the shop during the hours of their employment.
- 9.02 (a)** The Parties agree that the Industrial Health and Safety Regulations, pursuant to the Workers' Compensation Act will be followed and the Company further agrees to provide to the Union and recognized Safety Reps, immediately, any orders that may be issued by the Compensation Board.
- (b)** It is mutually agreed that a Safety Committee consisting of one (1) employee selected by the Union shall meet with a Management representative(s) not less frequently than once a month, in accordance with the Workers' Compensation Board Regulations. Minutes of such meetings shall be posted on the Notice Board.
- 9.03 (a)** Any employee suffering injury while in the employ of the Company must report immediately to Management or as soon thereafter as possible, and also report to Management upon returning to work.
- (b)** If an employee is injured on the job, the Company will maintain his normal earnings for the day of injury.
- 9.04** All employees as well as the Company shall observe the simple rules of good housekeeping and sanitation.
- 9.05** The Company agrees to provide safety boots to each employee, when the job being done requires the wearing of safety boots. Once a year, the Company will reimburse the employee one hundred percent (100%) of the cost of metatarsal (or non-metatarsal) safety boots approved by the Company on submission of a receipt. The Company will reimburse the cost of insole up to a maximum of twenty-five dollars (\$25.00) once a year, if such purchase is required, on submission of a receipt.
- Employees will wear metatarsal guards on their safety boots whenever handling cylinders.
- 9.06** Where a person is disabled through accident or illness, the Parties agree to discuss alternatives to meaningfully employ that person.

ARTICLE 10

GENERAL PROVISIONS

- 10.01** Any employee being discharged, laid off, or leaving of his own accord shall be paid all wages due to him as promptly as possible.
- 10.02** The Union shall have the use of a bulletin board on the premises of the Company and provided by the Company for the purpose of posting, notices, etc. which may be of interest to the Union members, with copies to the Satellite Supervisor and the General Manager.

- 10.03** Any notice required to be given to the Company under the terms of this Agreement shall be given by registered mail addressed to it at its registered address in the City of Vancouver, BC. Any notice to be given to the Union under the terms of this Agreement shall be given by registered mail addressed to the Union at its registered address in the City of Kamloops, BC.
- 10.04** When the Company finds it necessary to lay-off or discharge a Shop Steward, the Union Representative shall be notified prior to such lay-off or discharge.
- 10.05** Representatives of the Union Staff shall have access to the Company's premise during normal working hours. It is agreed that such visits will not interfere with normal operations.
- 10.06** There shall be two (2) fifteen (15) minute rest periods; one (1) approximately midway between each half of each shift.
- 10.07** The Company shall supply free gloves and uniforms for the employees use during working hours.
- 10.08** The Company shall, at least every second (2nd) Friday, pay to each employee covered by this Agreement, all wages earned by that employee to a day not more than twelve (12) days after expiration of the pay period, provided that if a Statutory Holiday falls on the regular payday, payment will be made the preceding day.
- 10.09** The Company may make reasonable workplace rules to be observed by all employees. Changed rules shall be communicated to the employees prior to implementation, which shall include circulation among employees.
- 10.10** ***NO INDIVIDUAL CONTRACTS OR AGREEMENTS***
- (a) No employee shall be compelled or allowed to enter into any individual contract or agreement with his Company concerning the conditions of employment varying the conditions of employment contained herein.
- (b) No employee shall be asked to make a written or verbal agreement with the Company varying terms or conditions of this Agreement.

ARTICLE 11**BENEFITS**

- 11.01 (a)** Employees on a permanent job shall participate in the Life and AD&D Insurance Plan, the Health Care Plan, the Dental Care Plan and the Long Term Disability Plan established by the Company with its insurer in accordance with the terms and conditions of such plans. The Company's obligation shall be to pay its share of the premiums for the life and AD&D Insurance Plan, the Health Care Plan and the Dental Care Plan. The employees on a permanent job shall participate in the payment of the premiums for the Life and AD&D Insurance Plan, the Health Care Plan and the Dental Care Plan and shall pay one hundred percent (100%) of the premiums for the Long Term Disability Plan.

(b) SHORT TERM DISABILITY PLAN

The Company agrees to pay the full cost of a Short Term Disability Plan providing for a benefit equivalent to seventy-five percent (75%) of an employee's base salary for a maximum of twenty-six (26) weeks from the first (1st) working day of hospitalization or non-occupational accident, or from the fourth (4th) working day of sickness for all participating employees on a permanent job who have completed their qualifying period and while such employees remain in the active employ of the Company.

(c) BC MEDICAL

The Company will pay one hundred percent (100%) of the premiums for the BC Medical .

(d) PENSION PLAN

The Company agrees to maintain the Pension Plan in accordance with the terms and provisions of the Plan.

(e)

Employee's benefit entitlements are governed by the terms and conditions of the Insurance policies and the pension plan. In all cases, the official policies and plan texts shall legally govern the plans operations.

ARTICLE 12**SEVERANCES****12.01*****SERVICE ALLOWANCE***

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

- (a)** All employees, upon termination, shall receive two (2) weeks wages or a pro rated portion thereof if they have been employed for less than three (3) years. Upon completion of three (3) years employment the amount of pay is increased to three (3) weeks and an additional week of pay is added for each additional year of employment, up to twenty (20) weeks.
- (b)** Employees must work up to the announced closure date to be eligible for severance pay. Each employee will receive written notice indicating the date of closure.

ARTICLE 13**UNION STEWARDS****13.01*****SHOP STEWARDS***

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

13.02***MANAGEMENT AND UNION STEWARDS MEETING***

- (a) Upon request a person or persons designated by the Company and empowered to act on a subject will meet with the Union Stewards on a bi-monthly basis, to review problems that may arise concerning the application and operation of the Collective Agreement.
- (b) The Steward will be permitted to attend such meetings without loss of pay. The time and location of such meetings shall be mutually agreed upon by the Steward and Management. There will be no premium cost to the Company.
- (c) Minutes shall be kept as a record of the matters discussed during these meetings.
- (d) Where the Grievance Chairperson agrees there are no problems it will not be necessary to convene the monthly meeting.

ARTICLE 14**LEAVES OF ABSENCE****14.01*****EMPLOYEE ELECTED TO UNION OFFICE***

- (a) The Company may, if operational requirements allow it, grant an unpaid leave of absence to an employee who is appointed or elected to a Union office for a period of up to and including one (1) year.
- (b) A request for such an approved leave must be given to the Company by the Union, in writing, on union letterhead and signed by the representative of the Union.
- (c) The Company is not obligated to grant such leave to more than one (1) employee at a time.

14.02***UNION CONVENTIONS AND EDUCATIONAL PROGRAMS***

- (a) The Company, upon receipt of written notice from the Union, shall grant leave of absence without pay to not more than one (1) employee who is elected as a delegate to attend Union conventions, provided operational requirements of the Company permit. Written notice shall be given at least fifteen (15) days prior to the commencement of such leaves.
- (b) The Company, upon receipt of written notice from the Union, shall grant up to five (5) working days leave of absence without pay for up to one (1) employee at any one time, to attend Union education programs, provided operational requirements of the Company permit. Written notice shall be given at least fifteen (15) days prior to the commencement of such leaves not more than an aggregate of ten (10) working days.

14.03***BEREAVEMENT LEAVE***

- (a) An employee will be granted three (3) days off without loss of pay in the event of the death of a member of his immediate family. However, an employee can request additional unpaid time off. Such requests will not be unreasonably denied.

An employee will be granted five (5) days off without loss of pay in the event of the death of a spouse or child. However, an employee can request an additional unpaid time off. Such requests will not be unreasonably denied.
- (b) "*Immediate family*" shall be understood to include the employee's mother, father, sister, brother, father-in-law, mother-in-law, grandparents or step-parents.
- (c) For the purposes of this article "*spouse*" shall be defined to include a common-law spouse.

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

14.04 JURY AND WITNESS DUTY

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

14.05 GENERAL LIMITATION ON LEAVES OF ABSENCE

- (a) All leaves of absence provided for in this Agreement are leaves without pay, unless it is specifically provided in the appropriate article that the particular leave of absence is to be granted with pay.
- (b) Leaves of absence other than those specifically provided for in this Agreement may be granted to employees where it is deemed appropriate to do so by the Company, but the granting of such leaves is within the discretion of the Company. The granting of such leaves will be in writing.

14.06 MATERNITY AND PARENTAL LEAVE

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

ARTICLE 15 SALARY ADMINISTRATION

15.01 WAGE RATES

The wage rates provided in the attached applicable Appendix shall cover the job classifications of employees within the jurisdiction of Local 898 of the United Steelworkers and shall remain in effect throughout the specified or extended term of this Agreement.

Any change in wage rates shall be effective from the beginning of the nearest pay period.

15.02 NEW CLASSIFICATIONS

It is agreed that the Company has the right to amend existing job classifications and create new job classifications not specifically set out in the attached Appendix of this Agreement. In such circumstances, the Company will set a rate for the new or amended classification and advise the Union. The Union and the Company will discuss the new or amended classification and rate. In the event that the Parties cannot agree on the wage rate, the matter can be referred to arbitration as set out in this Agreement within thirty (30) days. The Arbitrator will be guided by the existing rate structure under this Agreement.

ARTICLE 16**TECHNOLOGICAL CHANGE****16.01**

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

ARTICLE 17**DISCIPLINE AND DISCHARGE OF EMPLOYEES****17.01 (a)**

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

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

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

(c) All records of discipline shall be removed from the employee's file after twenty-four (24) months from the date it was issued unless the Company wants to prove a continuity of similar safety related infractions.

ARTICLE 18**PROCEDURE****18.01*****DEFINITION AND RECOGNITION OF A GRIEVANCE***

(a) Any complaint, disagreement or differences of opinion between the Parties respecting the interpretation, application, operation or alleged violation of the Collective Agreement, including any dispute with regard to discipline or discharge, shall be considered to be a grievance.

(b) Any such complaint, disagreement or difference of opinion will not be recognized as a grievance unless the grievance procedure is followed.

18.02***GRIEVANCE PROCEDURE*****(a) Informal Step:**

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

(b) Step One:

At this step, notice in writing of the grievance must be filed with a person designated by the Company, within ten (10) working days after the occurrence of the alleged grievance or of the date on which the employee first has knowledge of it.

The notice in writing shall briefly but clearly describe the nature of the incident or occurrence which gave rise to the grievance and it shall clearly state the provision of the Agreement which has been violated.

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

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

(c) **Step Two:**

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

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

(d) **Step Three:**

In the event that a resolution of the grievance, satisfactory to the Union and the Company, does not result at Step Two, either the Union or the Company may advance the grievance to the next step.

(e) **Step Four:**

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

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

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

18.03 (a) **Arbitrator Rotation**

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

- Ms. Judi Korbin
- Ms. Marguerite Jackson

(b) The Party wishing to use the Arbitration procedure shall notify the other Party of the decision, within twenty (20) working days of the receipt of the reply at the last step of the grievance procedure. Such notification must be in writing.

(c) **Cost Sharing**

The Parties shall jointly bear the costs of the Arbitrator. Each of the Parties shall bear the expenses of the witnesses called by it. No costs of Arbitration shall be awarded to or against either Party.

(d) **Binding Recommendations**

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

(e) The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement.

18.04 TIME LIMITS

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

18.05 PERSONS AUTHORIZED TO DEAL WITH GRIEVANCES

(a) The Union agrees to provide the Company with a written list of the names of any persons other than Shop Stewards who are authorized to deal with the adjustment or resolution of grievances on behalf of the Union and to provide further written advice of changes made in the list from time to time.

(b) The Company agrees to provide the Union with a written list of the names of any persons who are authorized to deal with the adjustment or resolution of grievances on behalf of the Company and to provide further written advice of changes made in the list from time to time.

ARTICLE 19 HUMANITY FUND

For the purpose of international aid and development, the Company agrees to deduct on a bi-weekly basis the amount of (not less than \$0.01) per hour from the wages of all employees in the bargaining unit for all hours worked to a maximum of forty (40) straight time hours per week, and on a bi-weekly basis, to pay the amount so deducted to the "*Humanity Fund*" and to forward such payment to :

United Steelworkers
National Office
234 Eglinton Avenue E., 7th Floor
Toronto, Ontario
M4P 1K7

and to advise in writing both the Humanity Fund at the aforementioned address and the Local Union that such payment has been made, the amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made.

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

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

ARTICLE 20

DURATION AND INTEGRITY OF AGREEMENT

20.01

DURATION

- (a) This Agreement shall be for the period from and including July 1, 2012 up to and including June 30, 2018. Thereafter, the Agreement shall continue in full force and effect from year to year subject to the right of either Party to serve notice to commence bargaining as provided for in the Labour Relations Code.
- (b) During the period when negotiations are being conducted between the Parties for the renewal of this Agreement, the present Agreement shall continue in full force and effect until:
 - i) the Union commences a legal strike; or
 - ii) the Company commences a legal lockout; or
 - iii) the Parties enter into a new or further Agreement.
- (c) During the continuation period provided in (b) above, neither Party shall attempt to take any action or make any changes in the terms and conditions of employment, which would be inconsistent with the express terms of this Agreement.
- (d) Notice to commence collective bargaining must be in written form.

20.02

STRIKES AND LOCKOUTS

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

20.03

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

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

APPENDIX "A"

WAGE RATES

	JULY 1, 2012 (2.5%)	JUNE 1, 2013 (2.5%)	JULY 1, 2014 (2.5%)	JULY 1, 2015 (3.0%)	JULY 1, 2016 (3.0%)	JULY 1, 2017 (3.0%)
INSIDE SALES REPRESENTATIVE	\$24.79	\$25.41	\$26.05	\$26.83	\$27.63	\$28.46

Progressive Wage Rate for New Employees:Posted Rate:

- Start Rate: 75% of Posted Rate
- After twelve (12) months: 85% of Posted Rate
- After twenty-four (24) months: 100% of Posted Rate

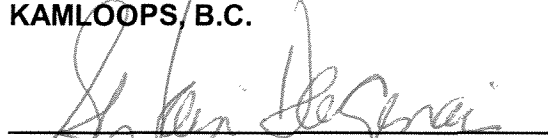
IN WITNESS WHEREOF: The Parties hereto have executed this Agreement this 10th day of JULY, 2012.

ON BEHALF OF THE COMPANY:

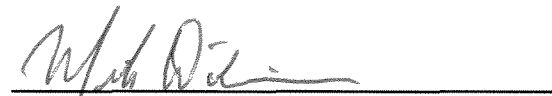
ON BEHALF OF THE UNION:

AIR LIQUIDE CANADA INC.
KAMLOOPS, B.C.

UNITED STEELWORKERS
ON BEHALF OF LOCAL 898



Sylvain Dagenais



Mike Dickinson



Nicole Gaudet



Randy Gatzka Staff Representative (USW)



Adam Peters



David Procyk

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