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UNITED STEELWORKERS,  
LOCAL 1-1937

AND

CRYOPAK INDUSTRIES  
(2007) ULC

COLLECTIVE AGREEMENT

SEPTEMBER 1, 2013 – AUGUST 31, 2015

**CRYOPAK INDUSTRIES**  
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# COLLECTIVE AGREEMENT

THIS AGREEMENT entered into this 18 day of OCTOBER, 2013.

**BETWEEN:**

## **CRYOPAK INDUSTRIES (2007) ULC**

(Hereinafter known as the "EMPLOYER")

**OF THE FIRST PART,**

**AND:**

## **UNITED STEELWORKERS, LOCAL 1-1937**

(Hereinafter known as the "UNION")

**OF THE SECOND PART,**

### **PREAMBLE:**

The purpose of this Agreement is to secure for the Employer, the Union and the employees the full benefits of orderly and legal collective bargaining, and provide a climate whereby the parties can work together to ensure the health and safety of the employees, the efficiency and effectiveness of operations, the quality and quantity of output, the provision of responsive service to the customer and the protection of property. It is recognized by this Agreement to be the duty of the Employer and the Union and the employees to co-operate fully, individually and collectively, for the advancement of said conditions.

The Employer and the Union agree to abide by the terms set out in this Agreement and that this Agreement sets out the agreements between the parties including rates of pay, hours of work and other conditions of employment. This Agreement provides for the amicable method for final settlement of all disputes between the persons bound by this Agreement without stoppage of work.

All articles and clauses referred to in this Agreement apply equally to both male and female employees.

### **ARTICLE I - BARGAINING AGENCY**

#### **Section 1: Recognition**

- (a) The Employer recognizes the Union as the sole collective bargaining agency of the employees of Cryopak Industries (2007) ULC, at 1053 Derwent Way, Annacis Island, Delta, BC. except office and sales staff and those excluded by the Labour Relations Code, subject to the exclusions subsequently ordered by the Labour Relations Board or recognized by the parties.
- (b) For the purposes of this Agreement, the terms employee or employees shall be understood to mean those persons employed by the Employer for whom the Union is the recognized bargaining agent in (a) above.

## **Section 2: Bargaining Unit Work**

Bargaining unit work shall be performed by bargaining unit employees. In emergency situations, excluded staff may perform bargaining unit work provided no employees in the bargaining unit are laid off as a result and it does not result in the erosion of the bargaining unit.

## **Section 3: Access to Operations**

Official Union representatives shall obtain access to the Employer's operations for the purpose of this Agreement which will be granted by the Employer on request subject to such reasonable terms and conditions as may be laid down by the Employer.

## **Section 4: Temporary Workers**

The Parties agree that where a situation arises where the Company may require the hiring of temporary workers for a short period of time in order to fill a client's order, the Company may hire from an agency, but not without consultation with the Plant Committee, and mutual agreement between the Company and the Plant Committee. Mutual agreement will not be unreasonably withheld by the Committee. It is expressly understood that this provision is not intended to replace full time bargaining unit positions with temporary workers.

# **ARTICLE II - EMPLOYER'S RIGHTS**

## **Section 1: Management Rights**

The Union agrees that the management and control of the Employer's business and the direction of the Employer's workforce, including the determination of work shifts, numbers and classifications of employees, and job qualifications are vested exclusively in the Employer, subject only to the limitations imposed upon the Employer by the provisions of this agreement. The Union further recognizes and agrees that the Employer retains all responsibilities, functions and prerogatives of management except as expressly modified or restricted by a specific provision of this agreement.

## **Section 2: Warning, Suspension and Discharge**

Employees may only be warned, suspended or discharged for just cause. Suspension days will run on consecutive days.

# **ARTICLE III - UNION SECURITY**

## **Section 1: Union Shop**

Each employee shall, at the time of hiring and as a condition of employment or continued employment become a member of the Union and maintain membership therein. Any member who is a member in good standing, or is reinstated as a member of the Union shall as a condition of continued employment maintain such membership in good standing.

## **Section 2: Maintenance of Membership**

Any employee who is a member in good standing, or is reinstated as a member of the Union, shall, as a condition of continued employment, maintain such membership in good standing throughout the term of this Agreement.

## **Section 3: Discharge of Non-members**

Any employee who fails to maintain his/her membership in the Union as prescribed herein by reason of refusal to pay dues and assessments shall be subject to discharge after seven (7) days' written notice to the Company of the said employee's refusal to maintain his membership.

## **Section 4: Check-Off**

The Company shall require all new employees at the time of hiring to execute an assignment of wages in duplicate, the said forms to be supplied by the Union. Said forms shall be effective upon hiring and be forwarded to the Union no later than fifteen (15) calendar days following the date of hiring.

The Local Union shall notify the Company by letter the amount of back dues owed by new employees and copies of such letter shall be furnished to the employee and the Plant Committee.

The Company shall remit the dues deducted pursuant to such assignment to the Local Union herein not less often than once each month, with a written statement of names of employees for whom the deductions were made and the amount of each deduction. Such deduction shall appear on each employees annual Statement of Remuneration (T4).

## **Section 5: Social Insurance Number**

The Employer shall furnish the Union with the Social Insurance Number of each employee on its payroll on the first occasion when dues are forwarded to the Union after the execution of this Agreement or after the employee enters the employment of the Company, whichever date last occurs.

## **Section 6: Dues and Initiation Fees**

Dues and initiation fees shall not be changed except in accordance with the provisions of the Union's constitution and bylaws. No such change will be effective until the Union has delivered written notice of the change to the Employer.

# **ARTICLE IV - SHOP COMMITTEE**

## **Section 1: Definition**

For the purpose of this agreement when the term "Shop Committee" is used, it shall mean Shop or Plant Committee, members of which are appointed by the Union.

## **Section 2: Composition**

The Employer agrees to recognize up to five (5) stewards to represent the employees. Stewards will be allowed to leave his/her duties for a reasonable length of time to investigate and settle grievances without loss of time or pay provided that he/she obtains prior authorization from his/her Supervisor. It is understood that such authorization shall be based on operational requirements but shall not be unreasonably withheld.

## **Section 3: Notification**

The Union will, within sixty (60) days from the date of this Agreement, notify the Employer in writing of the members of the Shop Committee. The Union or Shop Committee will inform the Employer in writing when any member change takes place on the said committee. No member of the Shop Committee will be recognized by the Employer unless the above procedure is carried out.

## **Section 4: Exceptions**

The provisions of Sections 1, 2 and 3 above will not apply in reference to Article XV- Accident Prevention Committee, where members are designated according to the provisions of the Workers' Compensation Act.

## **Section 5: Formal Grievance Meetings**

Formal grievance meetings shall be scheduled during working hours. Alternate arrangements may be made by mutual agreement where the work schedules of the grievor and the shop steward conflict. Committee members attending such meetings will be paid their regular straight time job rate.

## **Section 6: Labour Management Committee**

A Labour Management Committee shall be established, consisting of two (2) employees and two (2) representatives of the Employer. On the written request of any of its member(s), the Labour Management Committee shall meet at least once every two (2) months during the term of this Agreement to discuss issues relating to the workplace that affect the parties or any employee bound by this Agreement. Such meetings will be held within normal working hours and will not interfere with production activities. Employees attending such meetings shall be paid their regular straight time rate of pay for attendance. The purpose of the Labour Management Committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity. Minutes shall be kept as a record of the matters discussed during these meetings. It is agreed that this Article satisfies the requirement for a joint consultation committee for the purposes of Section 53 of the Labour Relations Code.

## **Section 7: Meetings**

The Employer and the Union will meet at such time and place as may be mutually agreed upon for the purpose of discussing and settling any matters within the confines of this Agreement.

## ARTICLE V - HOURS OF WORK

### **Section 1: Normal Hours**

The normal hours of work for full time employees shall be eight (8) hours per day and forty (40) hours per week, Monday to Friday.

### **Section 2: Overtime and Weekend Premiums**

Overtime shall be paid as follows:

- (a) For all hours worked in excess of eight (8) hours in a day - time and one-half (1.5x)
- (b) For all hours worked in excess of eleven (11) hours in a day - double time (2x)
- (c) For all hours worked in excess of forty (40) hours in a week - time and one-half
- (d) For all hours worked in excess of forty-eight (48) hours in a week - double time (2x)
- (e) Employees shall be paid time and one-half (1.5x) for Saturday and/or Sunday work regardless of the number of hours worked during the week except as provided in Section (f) below.
- (f) All hours worked on Sunday by employees who have worked six (6) shifts during the preceding six (6) days - double time (2x).
- (g) Employees on illness or injury leave or authorized leave of absence during the week immediately preceding the Saturday or Sunday work shall be paid time and one-half (1.5x) for Saturday or Sunday work upon completion of their weekly established hours.

Overtime hours paid under (a) and (b) above shall not be used when calculating overtime entitlements in (c) and (d) above.

### **Section 3: Meal Break**

An employee who works more than five (5) consecutive hours in one day shall receive an unpaid meal break of one-half (1/2) hour duration. Meal breaks shall be arranged between the employee and his or her supervisor and shall commence no earlier than three (3) hours and end no later than five (5) hours after the beginning of an employee's shift.

Where the Employer schedules three (3) consecutive eight (8) hours shifts in one day, employees on each shift will receive two fifteen (15) minute paid rest breaks in the eight hour period in place of the above noted meal break.

### **Section 4: Rest Periods**

Employees shall be entitled to the following rest periods with pay:

- For each shift of four (4) hours or more - 15 minutes
- For each shift of six (6) hours or more - an additional 15 minutes

Rest period shall be taken at a time which does not affect the Employer's operation.

### **Section 5: Work Schedules**

The Employer shall post the regular hours of work in a conspicuous place which is easily accessible to all employees. Hours of work shall be subject to operational requirements.

### **Section 6: Changes in Work Schedules**

The Employer shall give twenty-four (24) hours notice of any change in an employee's work schedule, except in an emergency.

### **Section 7: Inability to Attend at Work**

Wherever possible, an employee who is unable to attend at work for a scheduled shift must notify the Employer at least eight (8) hours in advance of the commencement of the shift, and the anticipated length of the absence.

An employee who fails to comply with this provision must give the Employer twenty-four (24) hours notice of his/her return to work.

### **Section 8: Shift Exchange**

Employees may exchange shifts with the prior written approval of the Employer, providing it does not result in overtime for either employee.

### **Section 9: Alternate Work Schedules**

The Employer and the Local Union may agree to alternate work schedules without overtime penalty, provided the principle of the forty (40) hour week is maintained.

The implementation of an alternate shift is subject to ratification by employees.

### **Section 10: Statutory Holiday**

For the purposes of calculating overtime, a statutory holiday shall be considered as a shift worked.

### **Section 11: No Guarantee of Work**

The foregoing provisions of this Article shall not be construed as guaranteeing to any employee any number of hours per day or per week.

### **Section 12: Shift Selection**

The parties agree that the current practice regarding shift selection shall continue unless mutually agreed otherwise.

### **Section 13: Revised Work Schedules**

In the event that an employee's regular shift schedule is revised by the Employer which requires the employee to work on days which are normally that employee's days off, the Employer will, subject to operational requirements, consider making reasonable accommodations to employees who may have ongoing commitments which conflict with the revised schedule.



## ARTICLE VI - TECHNOLOGICAL CHANGE

### **Section 1: Definition**

"Technological Change" means the installation of new, advanced mechanical or electronic equipment which would result in layoff, discharge or displacement of one or more employees.

### **Section 2: Notice**

The Employer will give the Union a minimum of sixty (60) calendar days advance notice prior to the implementation of a technological change. Such notice shall be in writing and shall state the nature of the new equipment, the date upon which it is to be installed, and the names and classifications of the employee(s) whose job(s) will be affected.

### **Section 3: Consultation**

Where the Employer has notified the Union in accordance with Article VI, Section 2, the parties shall meet as soon as possible, in order that the Union may make representations concerning how the technological change could be implemented with the least adverse effects.

### **Section 4: Vacancies**

If a technological change results in the creation of a new job classification, all vacancies in that classification will be filled in accordance with Article XIII of this Agreement.

### **Section 5: Displaced Employees**

Employees displaced from their jobs as a result of a technological change will be laid off and may bump in accordance with Article XIII of this Agreement, unless the employee, prior to being laid off, elects instead to waive his/her bumping rights and be placed on the recall list.

## ARTICLE VII – WAGES

### **Section 1: Rates**

Wage rates shall be as set out in Schedule 1 attached.

### **Section 2: Work in a Lower Classification**

Where the Employer requires an employee to work temporarily in a lower rated classification, the employee shall be paid the rate for his or her regular classification.

### **Section 3: First Aid**

- (a) The Employer will pay the cost of training and retraining for Industrial First Aid Certificates to designated First Aid Attendants.

(b) Upon obtaining certificates as issued by the Workers' Compensation Board, the following premiums will be paid at the level required by WCB regulations to designated First Aid Attendants:

Level 1	-	\$0.35/hour premium
Level 2	-	\$0.507hour premium
Level 3	-	\$0.60/hour premium

#### **Section 4: Injury Pay**

An employee who is injured on-the-job during scheduled working hours and is required to leave for treatment or is sent home by the Employer for such injury shall receive payment at his/her regular rate of pay for the remainder of his/her shift.

#### **Section 5: New Classifications**

If the Employer creates a new or different classification, it shall establish a wage rate for that classification. The Employer and the Union will then negotiate regarding the applicable wage rate for the classification which will be effective the date the individual started the new or different classification. In the event that the parties are unable to agree upon a new rate, it shall be referred to a mutually agreeable interest arbitrator for a final and binding decision.

#### **Section 6: Shift Premiums**

Employees working on a recognized afternoon shift and are not otherwise entitled to overtime will receive a premium of seventy-five Cents (75¢) per hour for all hours worked on such shift in addition to their regular wage rate.

Employees working on graveyard shift (defined as a shift commencing between 10:00 p.m. and 2:00 p.m.) and who are not otherwise entitled to overtime will receive a premium of one dollar (\$1.00) per hour for all hours worked on such shift in addition to their regular wage rates.

### **ARTICLE VIII - PAY DAYS**

The Employer shall provide for pay days every second week and each employee shall be furnished with an itemized statement of earnings and monthly deductions.

### **ARTICLE IX - GENERAL HOLIDAYS**

#### **Section 1: General Holidays**

An employee shall receive pay as determined pursuant to Section 2 and 3 below for the following general holidays (or any day proclaimed in lieu thereof):

New Year's Day	Family Day	Good Friday
Victoria Day	Canada Day	Remembrance Day
B.C. Day	Labour Day	Thanksgiving Day
Christmas Day	Boxing Day	

and any other general holidays proclaimed by the Government of British Columbia.

## **Section 2: Eligibility For Pay**

Eligible employees shall receive the day off with pay on a general holiday. To be eligible for general holiday pay, an employee must have worked or earned wages for at least fifteen (15) of the last thirty (30) consecutive calendar days and must have worked his or her last scheduled shift after the general holiday unless the employee is absent due to vacation or for substantiated illness or other authorized leave of absence.

If the employee has worked less than fifteen (15) of the last thirty (30) days before the general holiday, the employee will be paid 1/15 of their total wages, excluding overtime, for that thirty (30) day period.

## **Section 3: Work Performed on General Holiday**

If an employee is required to work on a general holiday, the employee will receive two and one-half times (2.5x) their regular hourly wage rate, but shall not have the day off rescheduled.

## **Section 4: Vacation**

If a general holiday occurs during an employee's annual vacation, the employee's holiday entitlements will not be affected.

# **ARTICLE X - VACATIONS WITH PAY**

## **Section 1: Two Weeks**

For each year of the first four (4) years of continuous service completed, an employee shall earn annual vacation of two (2) weeks, and shall receive pay for such vacation in an amount equal to four percent (4%) of gross earnings for the year in which vacation entitlement is earned.

## **Section 2: Three Weeks**

For the fifth (5<sup>th</sup>) to the eleventh (11<sup>th</sup>) completed years of continuous service, an employee shall earn annual vacation of three (3) weeks, and shall receive pay for such vacation in an amount equal to six percent (6%) of gross earnings for the year in which vacation entitlement is earned.

## **Section 3: Four Weeks**

For the twelfth (12<sup>th</sup>) to nineteenth (19<sup>th</sup>) completed years of continuous service completed, an employee shall earn annual vacation of four (4) weeks, and shall receive pay for such vacation in an amount equal to eight percent (8%) of gross earnings for the year in which vacation entitlement is earned.

## **Section 4: Five Weeks**

For the twentieth (20<sup>th</sup>) and subsequent years on continuous service completed, an employee shall earn annual vacation of five (5) weeks, and shall receive pay for such vacation in an amount equal to ten (10) percent of gross earnings for the year in which vacation entitlement is earned.

#### **Section 4: Termination of Employment**

In the event of termination of employment an employee shall receive vacation pay calculated according to Section 1 and 2 above for any unused vacation entitlement based on service actually performed up to the date of termination.

#### **Section 5: Entitlement**

Employees become entitled to an annual vacation on the conclusion of each working year. Employees must take all of their vacation entitlement in the year in which the entitlement applies and such vacation shall commence no later than twelve (12) months after the date on which the employee became entitled to it. Vacations shall be scheduled in accordance with Section 5 below.

#### **Section 6: Vacation Scheduling**

- (a) The Employer will determine how many employees in each classification may take a vacation at any particular time.
- (b) Selection on a seniority basis must be made between 1 November and 15 December for the following calendar year.
- (c) Employees not selecting under (b) above must submit any request for vacation a minimum of fourteen (14) days prior to the intended start of the vacation. Such employees will not be allowed to displace an employee who has selected under (b) above. Requests for vacation periods other than (b) above will be on a first-come first-serve basis for each classification.
- (d) Any vacation time outstanding as of 1 October will be scheduled by the employer.

#### **Section 7: Payment of Vacation Pay**

Vacation pay will be paid to an employee on the employee's scheduled pay days.

### **ARTICLE XI – CALL TIME**

#### **Section 1: Where Work Commences**

Four (4) hours will be paid at the regular rate, if the employee starts work unless the work is suspended for reason completely beyond Employer's control, including unsuitable weather conditions, in which case two (2) hours will be paid at the regular rate.

#### **Section 2: Where Work Has Not Commenced**

Two (2) hours will be paid at the regular rate, unless the employee is unfit to work or fails to comply with the Occupational Health and Safety Regulation of the Workers' Compensation Board.

## ARTICLE XII - HEALTH AND WELFARE

- (a) (i) The Company agrees to pay the premiums required to provide the benefit coverage as set out in this Article.
  - (ii) The Company's responsibility is limited to the payment of premiums as set out above, and the eligibility for benefits under the benefit plans will be subject to the policies of the insurance carrier selected by the Company. The Company may change insurance carriers at any time provided the benefits remain relatively equal.
  - (iii) Subject to the policies of the insurance carriers, benefit coverage will be extended to eligible spouses and dependents.
- (b) To be eligible for participation in any of the following plans, an employee must have completed three (3) months of employment as a full time regular employee and must be regularly scheduled by the Company to work a minimum of thirty (30) hours per week on a year round basis, and must be actively at work.

Benefit coverage will be reviewed every twelve (12) weeks. Any production employee who worked less than twenty five (25) hours per week average over the twelve (12) week period will not be eligible for benefits for the following twelve (12) week period. The first review will be held twelve (12) weeks after the effective date of this Collective Agreement.

Any employee who takes more than four (4) weeks Leave of Absence in a year, will not be eligible for benefits after the first four (4) weeks.

- (c) The Employee Benefit Plans are summarized as follows:
- (i) MSP - Eligible employees may, at their option, be covered by the basic provincial medical plan. The Employer will pay 100% of the premiums for this benefit.
  - (ii) Dental - Effective March 29, 2004 eligible employees shall be covered under the Dental Plan which provides the following services subject to the terms and conditions of the Plan:
    - Basic Routine Dental Services (Plan A) paying eighty (80%) percent of the approved schedule of fees to a maximum of \$2,000.00 per person per calendar year.
    - Major Restorative Dental Service (Plan B) paying sixty (60%) percent of the approved schedule of fees to a maximum of \$2,000.00 per person per calendar year.
    - Orthodontics (Plan C) paying sixty (60%) percent of the approved schedule of fees to a lifetime maximum of \$2,000.00 per person.The Employer will pay 75% of the premiums for this benefit. The employee shall pay the remaining 25%.
  - (iii) Effective May 29, 2003 eligible employees shall be covered by a Life Insurance/A.D.&D. plan (for the employee only) - \$50,000.00.
    - Effective November 1, 2011 the Employer will pay 100% of the premiums for this benefit.

- (iv) Effective March 29, 2004 eligible employees shall be covered by a Long Term Disability Plan providing a benefit of 66.67% of Monthly Earnings to the next higher \$1.00 to a maximum monthly benefit of \$2,000.00. Benefit commences on the 121<sup>st</sup> consecutive day of disability. Maximum benefit period to the employee's 65<sup>th</sup> birthday. Effective November 1, 2011 the Employer will pay 100% of the premiums for this benefit. (Long Term Disability Plan)
- (v) Sick leave of up to six (6) days of paid time per calendar year for each full time employee, for use when an employee is sick or injured and not eligible for WCB. Such time will renew each January 1st, and will not accumulate from year to year.

## **ARTICLE XIII – SENIORITY**

### **Section 1: Principle**

The Employer recognizes the principle of seniority competency considered. Competency will be based on an employee's ability to do the work and efficiently meet the requirements of the position. The seniority of an employee means the length of continuous service with the Employer since his last date of hire except as expressly provided herein.

### **Section 2: Reduction and Recall of Forces**

- (a)
  - (i) In the event of a reduction of the forces the last person hired being the first released subject to the competency of the person involved and the provisions of Article XIII, Section 1 above.
  - (ii) During a reduction in forces where an employee's seniority is such that he will not be able to keep his regular job, he may elect to apply his seniority to obtain another job in another classification in the operation, subject to the competency of the employee involved.
  - (iii) When recalling forces after a period of layoff following a reduction of forces, an employee shall be recalled in order of his seniority, subject to the competency of the person involved and the provisions of Article XIII, Section 1 above.
- (b) During a reduction of forces where an employee's seniority is such that he will not be able to keep his regular job he may elect whether or not to apply his seniority as per (a) above to obtain a job in another classification in the operation, or accept a layoff until his regular job becomes available, provided however:
  - (i) If during the layoff period the employee wishes to return to work and so notifies the Employer, he shall come back to work as soon as his seniority entitles him to a job.
  - (ii) The application of this provision shall not result in an employee, in the exercise of his rights, bumping an employee with less seniority.
- (c) Details of the application of this Section shall be worked out by the Local Union and the Employer.

### **Section 3: Retention During Layoff**

Laid off employees with less than one (1) years' service at the date of layoff will be retained on the recall list for a period of six (6) months, after which all rights, seniority and benefits under this Agreement shall cease. Laid off employees with one (1) year or more service at the date of layoff will be retained on the recall list for a period of twelve (12) months, plus one (1) additional month for each year's service, up to an additional six (6) months, after which all rights, seniority and benefits under this Agreement shall cease. Laid off employees who desire to return to service when work is available to them must keep the Employer informed of their current address in order that they be readily accessible. A laid-off employee's seniority retention under this Section is reinstated on the completion of one (1) day's work.

### **Section 4: Job Postings and Trial Period**

- (a) All vacancies shall be posted in advance for a minimum of three (3) working days and awarded to the senior applicant, the training shall be provided if needed, subject to (c) below
- (b) In the event that the Employer requires someone with specialized technical skill that none of the current employees possess, the Employer shall have the right to waive the provisions of (a) above.
- (c) Any employee who is awarded a new job posting shall be on a training/trial period for up to sixty (60) working days. During this training/trial period, the employee must demonstrate that they can perform the job to normal company standards.
- (d) Should the employee be unable to perform the job to normal company standards after the trial date or should they decide during the trial period that they do not want to continue in the job, then the employee may return to his former job. In such cases, all employees who changed job positions in consequence of the posting, shall move back into their former job positions and wage rates.
- (e) Whenever a current employee leaves the employment of the Company, their position will only be posted and filled if the Company determines that a replacement is required.

### **Section 5: Seniority List**

It is agreed that a seniority list will be supplied to the Union by the Employer twice during each calendar year, setting out the name and starting date with the Employer of each regular employee. The Employer will advise the Union once each month of changes to the said list.

### **Section 6: Hiring Preference**

When hiring new employees, the company will give preference to former employees of the company who lost seniority as a result of a layoff.

### **Section 7: Probationary Period**

An employee will be considered as on probation during the first three hundred and twenty (320) hours worked. This period may be extended by mutual agreement between the parties.

A probationary employee shall not have seniority during the probationary period, but upon successful completion of the probationary period, the employee is credited with seniority back to the date of their original hire.

### **Section 8: Seniority Lost**

Seniority will be lost and employment will be terminated when an employee:

- (a) voluntarily terminates their employment
- (b) is discharged and not reinstated
- (c) does not return to work on the date specified following an approved leave of absence other than medical and does not have a valid reason
- (d) is sent notice of a recall from lay-off and fails to report for duty within five (5) days after the issuance of such notice and does not have a valid reason.

## **ARTICLE XIV - LEAVE OF ABSENCE**

### **Section 1: Injury or Illness**

The Employer will grant leave of absence to employees suffering injury or illness subject to receipt of proper medical verification if requested by the Employer. The employee shall immediately report the injury or illness.

### **Section 2: Union Business**

- (a) Provided there is one (1) month's written notice, the Employer will grant unpaid leave of absence to an employee who is appointed or elected to Union office for a period up to and including one (1) year. Such leave is subject to operating requirements. Further leave of absence may be granted by mutual consent. The employee who obtains this leave of absence shall return to work immediately upon completion of the term of employment with the Union.
- (b) Provided there is five (5) days' written notice, the Employer will grant leaves of absence without pay for a maximum of two (2) employees who are appointed or elected as representative to attend Union meetings and Union conventions. Such leave is subject to operating requirements.
- (c) Leave as required will also be granted to up to two (2) employees for purposes of negotiating the Cryopak Collective Agreement.

### **Section 3: Bereavement Leave**

- (a) When death occurs to a member of a regular full-time employee's immediate family, the employee will be granted an appropriate leave of absence for which he shall be compensated at his regular straight-time hourly rate of pay for his regular work schedule for a maximum of five (5) days.



- (b) Members of the employee's immediate family are defined as the employee's spouse, mother, father, brothers, sisters, sons, daughters, mother-in-law, father-in-law, sons-in-law, daughters-in-law, step-children, step-parents, grandparents, grandparents-in-law and grandchildren, brother-in-law and sister-in-law.

For purposes of this article, "spouse" shall be defined to include a common-law spouse with whom the employee has cohabited for a minimum of one (1) year.

#### **Section 4: Jury and Witness Duty**

Employees who serve on a jury or a witness for the Crown shall be granted leave of absence without pay for this purpose.

#### **Section 5: Other Leave as Provided by Legislation**

Pregnancy, parental, family responsibility, and jury duty leave shall be in accordance with Part 6 of the Employment Standards Act.

#### **Section 6: Special Leave**

With as much advance notice as possible, but not less than one (1) month's written notice, employees with one (1) or more years of seniority shall be granted, once every year, up to three (3) months' leave of absence without pay for personal reasons. Such leave is subject to operating requirements but permission will not be unreasonably withheld. No more than two (2) employees from the classification of Machine Operator and no more than one (1) employee from the classifications of Lead Hand and Logistics will be on special leave at the same time. No more than a total of four (4) employees from all classifications will be on special leave at the same time. Where an employee wishes to take special leave in any two consecutive years, such leave will only be granted where it does not result in another employee's request for special leave being denied.

#### **Section 7: General Limitation on Leaves of Absence**

- (a) All leaves of absence provided for in this Agreement are leaves without 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 Employer, but the granting of such leaves is within the discretion of the Employer. The granting of such leaves will be in writing. Subject to operational requirements such leaves will not be unreasonably denied.

### **ARTICLE XV - ACCIDENT PREVENTION COMMITTEE**

#### **Section 1: Employer Responsibilities**

The Employer shall make all reasonable provision for the occupational health and safety of the employees.

## **Section 2: Employee Responsibilities**

Employees are expected to take all reasonable precautions in performing their work and abide by all safety rules and procedures.

## **Section 3: Occupational Health and Safety Committee**

Made up of a maximum of two (2) representatives each from the Employer and the Union, the Committee will assist in creating a safe place to work and shall recommend actions which will improve the effectiveness of the health and safety program as directed by Workers' Compensation Regulation. Where possible, Union representatives are to be from separate functional areas of the operation.

Employee representatives shall be regular employees with at least one (1) years' experience.

## **Section 4: Pay for Meetings**

- (a) The Employer will pay straight-time rates not exceeding two (2) hours per month to employee members for the actual time spent in attending Accident Prevention Committee meetings outside of working hours.
- (b) Where Health and Safety Committee meetings are held during working hours with the consent of the Employer, employees time will not be deducted for attending such meetings.
- (c) The rate to be paid to employee members shall be the employee's regular straight-time job rate.

## **Section 5: Required Protective Equipment**

Clothing or equipment required by Workers' Compensation Board regulations or that are necessary to ensure product hygiene standards are met will be supplied by the Employer at no cost to the employee. Employees shall be responsible for the replacement of such clothing or equipment if damaged or lost due to negligence or carelessness.

## **ARTICLE XVI - PERMANENT CLOSURES**

The Employer agrees that employees affected by a permanent closure of the operation shall be given sixty (60) days' notice of closure or pay in lieu of the notice.

## **ARTICLE XVII - SEVERANCE PAY**

Full time regular employees terminated as a result of a permanent shut down of all or part of the Employer's operation, shall be entitled to severance pay of one (1) week for each year of service with the Employer. The amount calculated under such entitlement shall not exceed a maximum of twenty (20) weeks' pay. An employee receiving severance pay under this Article will not be eligible for recall under Article XIII.

## **ARTICLE XVIII - EDUCATION FUND**

As of ratification of this Agreement, the Company agrees to contribute five cents (5¢) per hour per employee per hour worked to the Local Union Education Fund. The funds will be submitted on a monthly basis to the Local Union along with the monthly Union Dues.

## **ARTICLE XIX - DISCIPLINARY RECORDS**

The Employer agrees that all disciplinary records entered on employee files prior to March 29, 2000 shall not be utilized in determining the level of discipline for infractions committed after the signing of this agreement.

The Employer agrees to purge an employee's personnel file of any adverse letter twelve (12) months from the date of the letter provided that during this twelve (12) month period the employee is not disciplined or warned as the result of a similar matter to that which gave rise to the original letter.

## **ARTICLE XX – GRIEVANCE PROCEDURE**

### **Section 1: Definition**

"Grievance" means any difference or dispute concerning the interpretation, application, operation or alleged violation of this Agreement, including a question as to whether a matter is arbitrable.

### **Section 2: Grievance Procedure**

The following grievance procedure shall apply:

#### **Step One**

Within seven (7) working days of the alleged violation, the employee shall attempt to resolve the grievance through discussions with the plant manager.

#### **Step Two**

If the matter is not resolved at Step 1, the employee and the Shop Steward shall present the grievance in writing to the Plant Manager, clearly setting forth full particulars of the alleged violation, including the Article(s) involved and the remedy sought. The written grievance must be presented within fifteen (15) working days of the alleged violation. The Plant Manager, the Shop Steward and the employee shall meet in order to resolve the grievance. Within ten (10) working days following receipt of the written grievance, the Plant Manager shall provide the employee with a written reply.

#### **Step Three**

If the matter is not resolved, within ten (10) working days of Step 2, the Union may present the grievance in writing to the Company President, clearly setting forth the nature of the alleged violation, including the Article(s) involved and the remedy sought, The President, the Plant Manager, the Union Business Representative, the Chief Shop Steward, the Shop Steward and the employee shall meet in order to resolve the grievance. The Employer shall provide the Union with a written reply within ten (10) working days following receipt of the third stage grievance.

#### **Step Four**

If the grievance remains unresolved after the conclusion of Step 3, either party may, within fifteen (15) working days refer it to arbitration. Notification shall be in writing including the question or questions to be answered.

#### **Section 3: Time Limit - Failure to Act**

If either Party fails to act within any of the time limits, or with an agreed upon extension, it will be deemed that the Party has abandoned its position and that the position of the other Party has been established, except in a case where the Union withdraws the grievance.

#### **Section 4: Settlement Officer**

Either party, within forty-five (45) days of the completion of the steps in the grievance procedure preceding referring the matter to arbitration, may request the appointment of a settlement officer as provided for under Section 87 of the Labour Relations Code of B. C.

#### **Section 5: Policy Grievance**

The Union or the Employer shall have the right to initiate a policy grievance at Step 3.

#### **Section 6: Settlements**

All settlements arrived at during the grievance procedure shall be final and binding upon the Employer, the Union and the employee(s) concerned

### **ARTICLE XXI – ARBITRATION**

#### **Section 1: Choice of Arbitrator**

Where a grievance has been referred to arbitration under Article XX above, the parties shall have ten (10) working days to agree on a single arbitrator. Failing such agreement, an arbitrator shall be selected from the following list:

1. Stephen Kelleher
2. Margerite Jackson
3. David McPhillips
4. Colin Taylor
5. Joan McEwan
6. Ron Keras

#### **Section 2:**

Where Arbitrators from the above panel are used the arbitrators shall rotate on each subsequent arbitration, but should he be unable to act within ninety (90) calendar days, he shall be passed over to the next on the list.

### **Section 3:**

If during the life of this Agreement, one of the Arbitrator names in Section 1 above withdraws from the list, the Parties shall appoint a replacement by mutual agreement in writing.

### **Section 4: Binding Decision**

The Arbitrator shall hear and determine the grievance, and shall issue a decision which is final and binding on the parties and any person affected by it.

### **Section 5: Jurisdiction of Arbitrator**

The Arbitrator shall interpret the Agreement but shall not have jurisdiction to add to, delete from, change, modify or make any decision contrary to any provisions of this Agreement.

### **Section 6: Cost of Arbitrator**

The Union and the Employer shall bear equally the fees and expenses of the single arbitrator. Each party shall bear the expenses of its representatives, participants, and witnesses and of the preparation and presentation of its own case.

There shall be no strikes or lockouts by the Parties to this Agreement with respect to any matter arising out of the Agreement.

## **ARTICLE XX11 – STRIKES AND LOCKOUTS**

### **Section 1:**

There shall be not strikes or lockouts by the Parties to this Agreement with respect to any matter arising out of this Agreement.

### **Section 2:**

The Parties to this Agreement expressly agree that there will be no activity within the meaning of Section 1 above threatened, declared, authorized, counselled, aided or brought about on its part.

### **Section 3:**

In the event of a strike during the term of this Agreement the Union will instruct its members and Officers who may be involved to cease such activity and comply with the terms of this Agreement.

## **ARTICLE XXIII - GENERAL PROVISIONS**

### **Section 1: Non-Discrimination**

There shall be no discrimination by the Employer or its representatives or the Union or its representatives and members against any employee or employee representative because of membership or because of age, marital or parental status, family relationship, race, national or ethnic origin, ancestry, citizenship, place of residence, colour, sex, sexual orientation, religious belief,

political affiliation, conviction for which a pardon has been granted, and physical or mental disability unrelated to job performance, except to the degree that such discrimination is permitted or required by applicable legislation.

Any discriminatory behaviour at or related to the workplace which denies an individual their dignity or respect or which adversely affects their terms or conditions of employment or their job security or career advancement prospects by creating an intimidating, coercive, abusive, restrictive, offensive, embarrassing or humiliating work environment is considered to be personal harassment and will not be tolerated.

## **Section 2: Human Rights**

The Union and the Employer recognize the right of employees to work in an environment free from harassment, including sexual and racial harassment and the Employer undertakes to discipline any person employed by the Employer engaging in the harassment of another employee provided that the Employer has just and reasonable cause to discipline.

## **Section 3: Sexual Harassment Defined**

Sexual harassment includes, but is not limited to, comment or conduct of a sexual nature, including sexual advances, requests of sexual favours, suggestive comments or gestures, repeated or persistent leering at a person's body, or physical contact, including assault, when any one or more of the following conditions is satisfied:

- (a) The conduct is engaged in or the comment is made by a person who knows or ought reasonably to know that such conduct or comment is unwanted or unwelcome.
- (b) The comment or conduct is accompanied by a reward of implied promise of reward, for compliance;
- (c) The comment or conduct is accompanied by an implied or expressed threat of reprisal, in the form either or actual reprisal or the denial of opportunity, for refusal to comply;
- (d) The comment or conduct is intended to or has the effect of creating an intimidating, coercive, abusive, restrictive, offensive, embarrassing or humiliating work environment.

This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

## **ARTICLE XXIV • DURATION OF AGREEMENT**

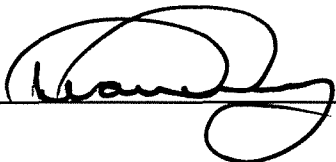
- (a) This Agreement shall be effective from and after the 1<sup>st</sup> day of September 2013, to midnight the 31<sup>st</sup> day of August, 2015 and thereafter the Agreement shall continue in full force and effect from year to year subject to the right of either party to serve notice to commence bargaining as provided for in the Labour Relations Code of British Columbia.

- (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 the Union commences a legal strike; or the Employer commences a legal lockout, or the parties enter into a new or further agreement.
- (c) The Parties hereto agree that the operation of Section 50(2) and 50 (3) of the Labour Code of British Columbia, R.S.B.C. 1992, c.82, is excluded this Agreement.



Signed this 18 day of OCTOBER, 2013

On behalf of:

**UNITED STEELWORKERS,  
LOCAL 1- 1937**

  
\_\_\_\_\_  
*Beck Nelson*  
\_\_\_\_\_

**CRYOPAK INDUSTRIES (2007),  
ULC**

  
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*/jw*  
*usw, local 1-1937*

**SUPPLEMENT NO. 1**  
**CRYOPAK INDUSTRIES**  
**WAGE SCALE**

	Effective <u>September 1, 2013</u>	Effective <u>September 1, 2014</u>
SLH (Seniority Lead Hand)	\$21.04	\$22.09
LH (Lead Hand)	\$21.04	\$22.09
SMO (Senior Machine Operator)	\$19.88	\$20.87
MO (Machine Operator)	\$15.78	\$16.57
LO (Line Operator)	\$14.62	\$15.35
PA (Packer)	\$13.44	\$14.11
New PA (Packer)	\$10.25	\$10.76
WH (Warehouse)	\$16.96	\$17.81

1. There will be a new classification created called Senior Lead Hand (SLH), and the wage rate will be the same as the Lead Hand rate.
2. A new classification has been created called Senior Machine Operator (SMO). The third and fourth Lead Hands will move into this position. Whenever the Company requires one of these SMO's to run afternoon or midnight shift, or to replace an absent LH, they will be required to do so. Failure to do so will result in demotion to Machine Operator classification and rate of pay.
3. The Warehouse (WH) position is being retained. When there is not enough work in the shipping area, the Plant Manager will assign the WH person production duties.
4. The Company agrees to post a Warehouse Position, and further agrees that the rate for this position will be a fixed rate, not subject to change in the event of a reduction of forces where the Employee chooses to take a lower paying position.



**LETTER OF UNDERSTANDING**

BETWEEN

**CRYOPAK INDUSTRIES (2007), ULC**

AND

**UNITED STEELWORKERS, LOCAL 1-1937**

**RE: LEAD HAND PREMIUM**

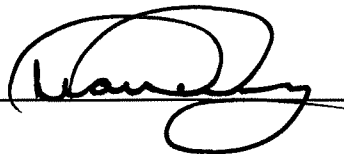
It is agreed to by The Parties that when the Lead Hand is required to perform the duties of the Plant Manager in the Plant Manager's absence, the Lead Hand will receive a premium of \$2.00 per hour for all hours worked performing said duties.

Dated this 18 day of OCTOBER, 2013.

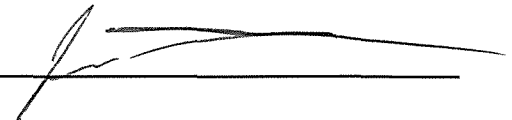
On behalf of:

**UNITED STEELWORKERS,  
LOCAL 1- 1937**

**CRYOPAK INDUSTRIES (2007),  
ULC**

  
\_\_\_\_\_

Rick Nelson  
\_\_\_\_\_

  
\_\_\_\_\_

SA  
\_\_\_\_\_

*/jw*  
*usw, local 1-1937*

## LETTER OF UNDERSTANDING

BETWEEN

**CRYOPAK INDUSTRIES (2007), ULC**

AND

**UNITED STEELWORKERS, LOCAL 1-1937**

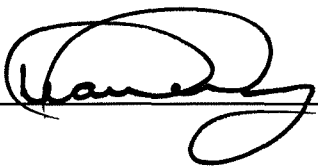
### RE: ALLOCATION OF OVERTIME

The parties agree that all overtime work shall be allocated to employees in line with their seniority and competency provided that when the Employer requires employees for a Sunday shift, the Employer shall allocate those shifts first to employees within the required classification who are not eligible for double time for performing such work, in line with seniority and competency. Employees working overtime shall be paid the applicable rate for the job they are performing.

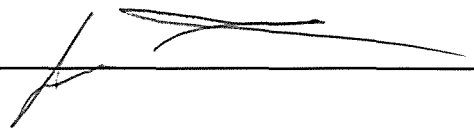
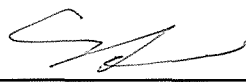
This Agreement signed this 29<sup>th</sup> day of August, 2008

On behalf of:

**UNITED STEELWORKERS,  
LOCAL 1- 1937**

  
\_\_\_\_\_  
*Beck Nelson*  
\_\_\_\_\_

**CRYOPAK INDUSTRIES (2007),  
ULC**

  
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/jw  
usw, local 1-1937

## LETTER OF UNDERSTANDING

BETWEEN

**CRYOPAK INDUSTRIES (2007), ULC**

AND

**UNITED STEELWORKERS, LOCAL 1-1937**

### **RE: RED CIRCLED EMPLOYEES**

The Parties agree that the employees named in this Letter of Understanding will be referred to as Red Circled Employees, as well as any future employees who have completed ten (10) years of service with the Company, and the following terms and conditions will only apply to these said employees.

1. It is agreed that where a Red Circled Employee is required to perform a job in a lower paying job category as a result of a reduction of forces, or as directed by the Employer, the said employee will be paid the rate for their posted position as defined in this Letter of Understanding, except as provided for in #2 below.
2. Where an employee chooses not to come in for a shift performing their job, or a job in a lower paying category, more than three (3) times in a twelve (12) month period, that employee will lose their Red Circled Status. This clause is not intended to be applied to situations where an illness or a family emergency of the employee or a family member precludes him or her from being able to attend work.
3. Where a Red Circled Employee acquires a job in a higher paying job category through the job posting procedure and performs that job for a period of six (6) months out of twelve (12) months, that employee's Red Circled status will be increased to that higher paying job category.
4. It is agreed that the Red Circled status will take effect on the first day following ratification of this Agreement.

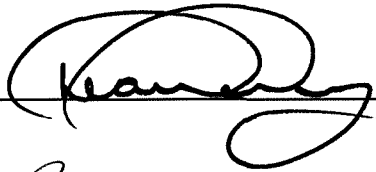
**Red Circled Employees**

Iqbal Dhaliwal SLH	Kuldip Dhaliwal MO	Jaswinder Kang LO
Manjit Aulakh LH	Rajwinder Dhami LO	Kamaljit K. Cheema LO
Samaljit Aulakh SMO	Tejinder Dhaliwal MO	Gurdev Bains LO
Jasvir Sidhu SMO	Satnam Sanga MO	Manjinder Sandhu LO
Gurminder Cheema WH	Poonam Chadha LO	Sukhwinder Sunner LO

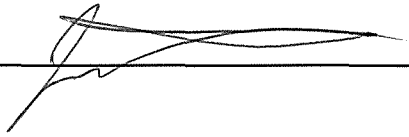
Signed this 18 day of OCTOBER, 2013.

On behalf of:

**UNITED STEELWORKERS,  
LOCAL 1- 1937**

  
\_\_\_\_\_  
Beek Nelson  
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**CRYOPAK INDUSTRIES (2007),  
ULC**

  
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usw, local 1-1937