

# **COLLECTIVE AGREEMENT**

Between

**AIR LIQUIDE CANADA INC.  
EDMONTON**

And

**UNIFOR LOCAL 777**

**2017- 2021**

**14544 (03)**

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**THIS AGREEMENT** entered into this 3<sup>rd</sup> day of July 2017

**BETWEEN:**           **AIR LIQUIDE CANADA INC.**  
(hereinafter referred to as the "Company"),  
of the First Part;

**AND:**                 **UNIFOR, LOCAL 777**  
(hereinafter referred to as the "Union"),  
of the Second Part.

#### **ARTICLE I - RECOGNITION**

- 1.01    The Company recognizes the Union as the exclusive bargaining agency with respect to matters arising under this Agreement for all of the Company's employees employed at its Edmonton and Scotford Plants, save and except Supervisors and Foremen, persons above the rank of Supervisor and Foreman, those in a position with the right to hire or fire, office staff and sales staff.
- 1.02    The term "employee" or "employees" whenever herein used shall mean only those employees coming within the bargaining unit as described above.
- 1.03    a) The Company may hire as many vacation relief employees as it allows to be on vacation at any one time. Wherever possible, the Company will first offer overtime opportunities, if any, to qualified regular employees.
- b) Temporary employees may be hired for a period not to exceed fourteen (14) days. The Company will inform in writing the Secretary-Treasurer of the Union of the name of any temporary employee being hired and where he will work. This fourteen (14) day period shall be extended for temporary employees, (hired to fill vacancies arising as a result of STD, LTD and WCB), until employee returns to regular duties. For any other reason, the period of fourteen (14) days may be extended by mutual agreement between the Company and the Union.
- 1.04    The Company will inform the responsible steward of the Union when a new employee has been hired, as soon as possible after hiring. The steward will be allowed time to briefly inform such employee about the operation of the local Union at a mutually convenient time.

**ARTICLE II - UNION SECURITY**

- 2.01 All employees within the bargaining unit as well as all employees hired during the term of this agreement shall execute an authorization for deduction of an amount equivalent to the regular union dues as a condition of employment, within thirty (30) calendar days after commencement of their employment.
- 2.02 The Company and the Union agree that an employee shall become a member of the Union and may refrain from becoming a member of the Union for religious reasons only.
- 2.03 The Company and the Union agree that there will be no intimidation, discrimination, interference, restraint, or coercion exercised or practiced by either of them or their representatives or members because of an employee's activity or lack of activity in the Union.
- 2.04 The Union agrees that there will be no Union activities on the premises of the Company, except as specifically permitted by this agreement, or in writing by the Company.
- 2.05 The Company shall provide the Union with a location to mount a regular or covered and locked bulletin board, of a size mutually agreed upon, at each location. It shall be used by the Union for posting official Union literature which must not be derogatory to the Company. This literature will be posted by officers of the Union only. There shall be no general distribution of notices of any kind or literature upon Company property other than herein provided, unless the Company grants permission.

**ARTICLE III - STRIKES AND LOCKOUTS**

- 3.01 During the term of this agreement, the Company agrees that there will be no lockout of employees and the Union agrees that there will be no strike, picketing, slowdown or any other action, which will interfere with work or production.

**ARTICLE IV - MANAGEMENT FUNCTIONS**

- 4.01 The Union recognizes that the management of the plant and direction of the working forces are fixed exclusively in the Company, and without restricting the generality of the foregoing; the Union acknowledges that it is the exclusive function of the Company to:
- a) Maintain order, discipline, and efficiency;

- b) Hire, discharge, retire, promote, demote, direct, classify, transfer, lay-off, recall and suspend or otherwise discipline employees, provided that if an employee claims that he has been discharged, disciplined, or suffers a disciplinary demotion without just cause, a grievance may be filed in accordance with the Grievance Procedure;
- c) Determine the nature and kind of business conducted by the Company, the products to be manufactured, the kinds and locations of equipment and materials to be used, the process of manufacturing, the methods and techniques of work, the schedules of work and production, control of material and parts, number of personnel to be employed, the extension, limitation, curtailment or cessation of operations, and to determine all other functions and prerogatives herebefore vested in and exercised by the Company which shall remain solely with the Company except as specifically limited by the express provisions of the agreement.

4.02 Supervisory personnel shall not assume such duties as are normally performed by employees in the bargaining unit, except for purposes of instruction, experimenting, the installation and start-up of new equipment on Company premises, assisting an employee with work outside of the Company's premises, or in operating emergencies when qualified employees performing that work are not immediately available.

If it is found that a supervisor has done work in violation of the foregoing, the Company will pay to the Local Union equivalent of the wages for the time actually worked, but no less than the equivalent of two (2) hours at regular hourly rate.

## **ARTICLE V - REPRESENTATION**

5.01 The Union may select from amongst regular full-time employees three (3) stewards for the purpose of assisting employees in presenting grievances to the Company as set forth in this agreement. Such stewards shall have jurisdiction only in the area each represents.

Such stewards will be selected from amongst the employees working in the following areas:

- One (1) from Store
- One (1) from the maintenance shop
- One (1) from Scotford or Strathmoor.

In addition, the Company will recognize one Chief Steward and his function will be to assist employees in presenting grievances at Step No. 2 of the grievance procedure. The Chief Steward may also be permitted to replace a steward of one of the areas mentioned above when the steward is not available for a minimum period of one week. The Union agrees to select an alternate steward selected from amongst the employees working in the same area when the steward is not available for a period exceeding one month.

5.02 The union shall keep the Company notified in writing of the names of the stewards and the effective dates of their appointment.

5.03 It is agreed that the stewards shall continue to perform their regular work in order to maintain efficiency of production; however, in accordance with this understanding, should they desire to assist an employee in presenting a grievance during working hours, they will not leave their work without first obtaining permission of their immediate supervisor. It is also understood that they will not enter another department without first obtaining the permission of the immediate supervisor of such department and notifying him as to the nature of the grievance and the personnel involved. Prior to returning to his work in his own department, a steward will report to his immediate supervisor.

A steward will be present at a disciplinary meeting where a verbal warning, a written warning, a suspension or a discharge is given, unless requested to leave by the employee. The Company will advise the steward of such meeting prior to it being held. The Company will ensure such discipline is given personally to the employee and, similarly, to the union.

5.04 The Company recognizes the Union Bargaining Committee of three (3) employees: the Union President and two (2) other employees from two (2) different areas chosen so as not to restrict operations in any one area.

A duly authorized representative of Unifor, Local 777, may accompany the Union Bargaining Committee. As far as practical, all meetings between the Company and the Union representatives will be held during working hours, and the Company will arrange shifts to ensure that no member of the Bargaining Committee suffers any loss of wages for attending such meetings.

5.05 Employees required to attend the joint Health and Safety Committee meetings and the quarterly communication meetings will be paid at their basic hourly rate for the time spent in attendance.

- 5.06 A maximum of two (2) local Union executives, which may include a steward, will be paid at their regular hourly rate for the actual time spent, during or outside of their normal scheduled hours (minimum two (2) hours if outside), at pre-scheduled meetings with Company representatives.
- 5.07 The Union executive or designate will be granted up to eighteen (18) effective days per year with pay to attend Union courses, Union conventions or seminars.
- 5.08 The Company agrees to pay into a special fund an amount of 5¢ per regular hour worked/employee to provide for a Unifor Paid Education leave (PEL) program. Such payment will be remitted on a quarterly basis into a trust fund established by the Unifor National Union effective from the date of ratification. Payments will be sent by the Company to the following address:

Unifor Paid Education Leave Program  
205 Placer Court  
Toronto, ON, M2H 3H9

The Company shall approve Education Leave for the members of a bargaining unit at the request of the Union according to article 10 of the CBA. Candidates for PEL shall be selected by the Union to attend. The Union will provide written confirmation to the Company of such selection. Employees on PEL leave of absence will continue to accrue seniority and service.

#### **ARTICLE VI - GRIEVANCE PROCEDURE**

- 6.01 For the purpose of this agreement, a grievance is defined as any difference between the Company on the one hand, and the Union or the employees, concerning the interpretation, application, administration, or alleged violation of the agreement.
- 6.02 If an employee feels he has suffered a grievance, he shall report his grievance in the manner provided herein. Pending an investigation and possible settlement, the employee meanwhile shall perform the duties assigned to him by the Company.

- 6.03 An employee who feels that he has a grievance shall discuss it with his immediate supervisor within fourteen (14) working days after the circumstances giving rise to the grievance have occurred. The immediate supervisor's decision will be given within fourteen (14) working days and, failing settlement, it may be taken up as a grievance within six (6) working days following advice of the immediate supervisor's decision in the following manner and sequence:

If an employee is disciplined for any reason whatsoever and feels that he has been unjustly dealt with, he may promptly notify his steward who shall, if a grievance is to be filed, notify the employee's supervisor, in writing, within fourteen (14) working days following the verbal reprimand or receipt by the steward of the written notice of discipline or dismissal. The matter shall then constitute a grievance and shall be dealt with according to Step No. 1 of the grievance procedure.

**STEP NO. 1** - Between the aggrieved employee, who has the right to be assisted by the steward, and his immediate supervisor. The grievance shall be presented in writing upon a grievance form, mutually agreed upon by the parties, signed by the employee, and submitted to his immediate supervisor. The facts pertaining to the grievance, the remedy sought, and the article or articles of the agreement that are alleged to have been violated shall be set out in the grievance. The immediate supervisor shall give his decision in writing within ten (10) working days following the presentation of the grievance to him. Failing settlement,

**STEP NO. 2** - Within ten (10) working days after the decision is given under Step No. 1, the grievance may be submitted in writing by the employee to the Company's Unit Manager or his representative.

A meeting will then be held within ten (10) working days from the date the grievance is submitted at this Step No. 2, or at a date mutually agreed on between the Company and the Union. An authorized representative of the Union may be present if requested by either party. It is understood that the Company's Unit Manager or his representative may have such counsel or assistance as he may desire. The decision of the Company's Unit Manager or his representative shall be delivered in writing within ten (10) working days following the date of such meeting, or at a date mutually agreed on between the Company and the Union.

- 6.04 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as set forth in Article VII. If no written request for arbitration is received within fourteen (14) working days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned.
- 6.05 All decisions reached under the grievance procedure between the representatives of the Company and the representatives of the Union shall be final and binding on the Company, the Union, and the employees concerned.
- 6.06 Where no written decision has been given or where no meeting has been convened within the time limits specified above, the grievance may be submitted to the next step of the foregoing procedure, including arbitration.
- 6.07 If the Union feels that it has a grievance against the Company, the same shall be submitted in writing to the Company within ten (10) working days after the circumstances giving rise to the grievance have occurred, and the procedure for such grievances shall be as set out under Step No. 2 above. It is understood that the Union shall not file a grievance on behalf of an employee or employees when such grievances are by their nature employee grievances.
- 6.08 If the Company feels that it has a grievance against the Union, the same shall be submitted in writing to the Union within ten (10) working days after the circumstances giving rise to the grievance have occurred. Such a grievance, once delivered to the Union, will bring into effect Article 7 of the agreement.

#### **ARTICLE VII - ARBITRATION**

- 7.01 The party submitting the grievance shall submit, in writing to the other party, the name of three (3) persons it is willing to accept as a single arbitrator. If the other party disagrees with the persons suggested, it shall, within seven (7) days, submit the name of three (3) other persons it is willing to accept as a single arbitrator. Should the parties fail to agree on a person to act as a single arbitrator, either party may request the Director of Mediation Services, in writing, to appoint a single arbitrator.

7.02 Notwithstanding the above, one party may notify in writing the other party that the grievance shall be submitted to an arbitration board. It will notify the other party in writing of the name of its appointee to the Arbitration Board. The recipient of the notice shall, within five (5) working days, advise the other party of the name of its appointee to the Arbitration Board.

The two (2) appointees so selected shall, within five (5) calendar days of the appointment of the second of them, attempt to select by agreement, a third member and Chairman of the Arbitration Board. If the recipient of the notice fails to appoint an Arbitrator, or if the two (2) appointees fail to agree upon the Chairman within the time limit, either appointee may then request the Minister of Labour for the province of Alberta to appoint a Chairman.

7.03 No person may be appointed as an Arbitrator who has been involved in an attempt to settle the grievance.

7.04 The single arbitrator or the Arbitration Board shall not have jurisdiction to amend or add to any of the provisions of this agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of the agreement. No matter may be submitted to arbitration, which has not been properly carried through all previous steps of the Grievance Procedure.

7.05 Each of the parties hereto will bear the expenses of the Arbitrator appointed by it, and the parties will jointly bear the fees and expenses of the Chairman of the Arbitration Board or the single arbitrator.

7.06 The arbitration proceedings will be expedited by the parties hereto and the decision of the single arbitrator or of the majority of the Arbitration Board will be final and binding upon the parties hereto and the employees concerned.

#### **ARTICLE VIII - DISCHARGE**

8.01 A claim by an employee who has completed his probationary period that he has been discharged without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Company under Step No. 2 of the Grievance Procedure within five (5) calendar days after the employee ceases to work for the Company.

8.02 Such special grievance may be settled under the Grievance and Arbitration Procedures by:

a) Confirming the Company's action in dismissing the employee; or

- b) Reinstating the employee with full compensation for time lost; or
- c) Any other arrangement, which is reasonable in the opinion of the parties or the Arbitration Board or the single arbitrator, if appointed.

8.03 Minor offenses entered on an employee's record will not be used as evidence in an arbitration hearing unless it has been committed within twelve (12) months prior to the disciplinary action giving rise to the grievance. In the case of major offenses, the time limit referred to above shall be twenty-four (24) months.

Because of the mutual concern over repetitive minor safety infractions, the Company may, in the case of the same safety infractions, use evidence up to twenty-four (24) months.

#### **ARTICLE IX - SENIORITY**

9.01 a) Seniority is defined as continuous employment in the service of Air Liquide Canada Inc. within the bargaining unit covered by this agreement, subject to the other provisions of this agreement.

b) When an employee transferred to a position outside the bargaining unit returns to the bargaining unit, he will be allowed to go back to his former job in the bargaining unit, regardless of seniority if he is within one (1) year of the transfer.

If the employee does not return to the bargaining unit within one (1) year, he shall lose all bargaining unit seniority.

9.02 An employee will be considered on probation and will not be subject to the seniority provisions of this agreement, except that he may be considered for promotion in the event the position is not filled by an employee with seniority, until after he has completed ninety (90) continuous calendar days of employment. Upon completion of such probationary period, the employee's name will be placed on the seniority list with seniority dating from the latest date of hire. It is understood that the discharge or displacement of a probationary employee shall not be the subject of a grievance.

9.03 In the event of a work shortage resulting in a reduction of the work force, and/or a cutback and/or lay off, the following will apply:

When it is necessary to reduce the number of employees in a given classification, the employee or employees with the least seniority will be the first to be cutback from that classification.

The cutback employees may then exercise their bumping rights beginning with the most senior of them: the senior employee may exercise his seniority to displace a less senior employee in an equal or lower rated classification, provided he has the ability to perform the work available. The then displaced employee joins the group of the cutback employees and the procedure is repeated until the required manpower complement is achieved.

Employees hired into permanent part-time positions will not be allowed to bump full-time employees as a result of layoffs

For the purposes of the bumping procedures, all Temporary assignments are deemed canceled and all employees are deemed holding their regular jobs. Once the bumping is completed, the company may revert to temporary assignments to fill its needs.

In the event that a cutback results in employees being laid off, and subsequently recalled to work, the recall of those employees will be in reverse order of the layoff (i.e. most senior laid-off employee recalled first).

An employee who has been displaced out of his regular job during the bumping process has a preferential right to go back to that job when it becomes vacant again. An employee who does not exercise his preferential right when he first has the opportunity is deemed to have waived that right.

Employees, including employees who bumped into part-time positions, who are recalled for vacation relief or other relief positions, will, at the end of such relief, return to the position they held prior to the recall, without regards to the layoff procedure.

In the event of a layoff during the first year following the acquisition of a distributor, an employee with one (1) year or more of service, who has exhausted all possibilities under the above paragraphs and who is about to be laid-off, will be given an opportunity to train on one (1) job that may require up to four (4) weeks of training, provided he possesses the necessary certificates and licenses, passes the required medical examination and has the seniority to displace an employee in that job.

- 9.04 The seniority list shall be posted for a minimum period of one (1) week within one (1) month after the execution of this agreement. After such posting, the list shall become final with respect to the employees designated therein, except as to any employee who has disputed the accuracy of his seniority date while the list is posted, in which case it will be subject to adjustment if established to be inaccurate. The seniority list shall be brought up to date every four (4) months.

- 9.05 In the event of a temporary work shortage, which will not exceed five (5) days, the parties may agree to a lay off and recall procedure other than that contained elsewhere in this Article; failing such agreement, the procedure as contained elsewhere in this Article will be followed.
- 9.06 A person shall lose all seniority and shall be deemed to have terminated employment with the Company, if he:
- a) Voluntarily quits the employ of the Company; or
  - b) Is discharged for just cause; or
  - c) Fails to report for work within three (3) working days after being notified by the Company by registered mail to the last address recorded with the Company, following a lay-off, or fails to advise the Company within two (2) working days of his intention to report for work following receipt of such registered mail; or
  - d) Is absent for three (3) consecutive working days without notification to the Company, except where the ability to notify the Company is beyond the control of the employee; or
  - e) Is absent due to lay off for a period of time exceeding the equivalent of his accumulated seniority at the time of lay off, to a maximum of twelve (12) months;  
  
Is absent due to lay off for more than twelve (12) months if he has accumulated more than one (1) but less than three (3) years' seniority at the time of lay off;  
  
Is absent due to lay off for more than eighteen (18) months if he has accumulated more than three (3) years seniority at the time of lay off.
  - f) Fails to return to work upon the termination of an authorized leave of absence; or
  - g) is absent due to injury or sickness not covered by W.C.B. for a period of time exceeding the equivalent of his accumulated seniority at the time the absence began, to a maximum of twenty-four (24) months. This clause does not apply to employees receiving long-term disability benefits.

- 9.07 It shall be the duty of employees to promptly update any relevant information required for Payroll, Benefits and Pension Plan purposes via the HR/Payroll system. If an employee fails to do this, the Company shall not be responsible for issues that may occur as a result. The Company will provide assistance when requested.
- 9.08
- a) In the case of promotion within the bargaining unit, seniority shall prevail where qualifications of the employees to perform the work available is relatively equal (provided the employee with the most seniority has the required qualifications).
  - b) All candidates displaying minimum qualifications in their applications for the vacancy will be interviewed.
  - c) If tests are given, they will be given to all candidates displaying minimum qualifications in their applications. The results will be discussed with the Union, should the Union so request.
  - d) When a job vacancy occurs and an employee at a higher rated classification requests a transfer to that vacant position, the following will apply:
    1. The application of this provision is limited to employees having a minimum of 4 years' seniority with the Company.
    2. Changes to desirable positions will be limited to two in the career of an employee.
    3. Moves to more desirable positions will be limited to a total of six (6) in the entire bargaining unit during the life of this agreement.

In all other cases, any employee in a different classification at an equal or lower rate than the vacant one, will be given prior entitlement to such vacant job.

- 9.09 The Company shall post notice of all job vacancies coming within the scope of this agreement, including backup relief positions, on the Company bulletin boards, for a period of seven (7) calendar days before it is permanently filled. Employees may make written application for such job vacancies within the seven (7) calendar day period, it being understood that the Company shall not be confined to the applicants unless they are qualified in accordance with Clause 9.08. The backup relief employees for the job posted will be given the first opportunity to the permanent vacancy unless a more senior employee with the required qualifications and an equal or higher rated relief position applies to the same job posting. An employee can only hold one (1) back-up relief position at a time.
- 9.10 If a regular bargaining unit employee wishes to transfer to another job, he may submit a written application to the Company on the forms provided. The Company shall then keep such application on file for a maximum period of six (6) months. Any employee may have only two applications on file at any given point in time.
- 9.11 For the Shipper-Receiver/ Truck Driver and Storekeeper\_shift preference shall be assigned by seniority. Once the employee is assigned, he must stay on that shift for a minimum of six (6) months.

#### **ARTICLE X - LEAVE OF ABSENCE**

- 10.01 Leave of absence up to 12 months without pay for legitimate personal reasons may be granted by the Company upon request in writing, which shall not be unreasonably refused, the question of the reasonableness or otherwise of the request to be at the discretion of the Company. The employee will provide the Company with as much advance notice as possible. Permission will not be granted for career changes.

The employee upon returning from such leave of absence will return to the regular position he held prior to leaving on leave of absence, conditional upon passing a complete physical exam.

- 10.02 Leave of absence without pay to attend union conventions or union seminars will be granted by the Company to two (2) employees, or, where production requirements permit it, to three (3) employees, elected or appointed by the Union, provided that:
- a) Fourteen (14) calendar days, or such lesser period as mutually agreed to from time to time by the parties, written notice in advance is given to the Company.

- b) Such leave of absence will not exceed ten (10) working days at a time, nor a total of sixty (60) working days in any year for the entire bargaining unit, unless such period is extended by mutual agreement of both parties.
  - c) Such absence shall not unreasonably interfere with efficiency of operations.
  - d) Such employee on leave of absence will continue to collect regular wages for his scheduled shift and the Union will reimburse the Company for such wages, plus a 20% premium to cover benefit costs.
- 10.03 Leave of absence without pay to join the Union staff, for up to twelve (12) calendar months, will be considered by the Company upon request in writing by the employee. If the leave of absence without pay is accepted by the Company, the employee will accumulate seniority during that period and the Union agrees to reimburse the Company for the Group Insurance employee and employer premiums and for the Pension Plan employee and employer contributions for the duration of such leave. The employee will provide the Company with as much advance notice as possible.

#### **ARTICLE XI - CLASSIFICATIONS AND HOURLY WAGE RATES**

- 11.01 The Company agrees to pay and the Union agrees to accept, for the term of this agreement, classifications and hourly wage rates therefore as set out in Schedule A attached hereto.
- 11.02 Shift employees working regularly scheduled shifts will receive an off shift premium of \$1.26 per hour for the afternoon shift and \$1.38 per hour for the night shift. Such premiums will be paid for all hours worked including overtime hours, but for all purposes including the calculation of payment, such premiums will not form part on an employee's hourly rate.
- 11.03 Employees working on continuous operations will be paid a Sunday premium of \$2.10 per hour for regularly scheduled hours worked. Such Sunday premium will be paid for all hours worked between midnight Saturday and midnight Sunday, but will not be paid for any hour in which an employee receives an overtime rate, and such Sunday premium will not form part of an employee's regular hourly rate.
- 11.04 Any change in an employee's hourly rate will commence from the beginning of the pay period nearest to the effective date.

- 11.05 In the event that a new job classification is introduced, or that the work done in any job classification changes enough to warrant a change in the wage rate, the Company and the Union, shall discuss the appropriate rate to be applied. If there is no agreement between the parties, then the rate will remain as is until it is determined by the grievance or arbitration procedure. In establishing any new or changed rate, the Arbitration Board or the single arbitrator will be guided by the relationship to the amount of change and/or work done of the job under review to similar or comparable jobs or job classifications and their rate structure under this agreement.
- 11.06 When an employee is required to temporarily fill a higher rated job, he will receive the higher rate provided he is temporarily assigned to this job for a minimum of one (1) hour. But if the employee is required to temporarily fill a lower rated job, he will receive his regular rate.
- 11.07 With the exception of the Scotford technicians, an employee promoted to a higher classification will receive his present rate or the start rate of the new classification, whichever is greater, for the duration of the training period, not to exceed three (3) months for Instrumentation Technician, Mechanical Maintenance Technician, Maintenance-Cylinder Operations, Transport-Trailer Mechanic, Acetylene Operator, Specialty Gas Operator and Transport-Trailer Mechanic/Heavy Equipment/Welder Apprentice and one (1) month for all other classifications.

The employee will then receive the top rate of the new classification. During the training period, the employee has the opportunity to move back to his previous classification and the Company may move him back to his previous classification.

## **ARTICLE XII - HOURS OF WORK AND OVERTIME**

- 12.01 a) The regularly scheduled hours for non-continuous operations will be forty (40) hours per week Monday to Friday, and the regular daily hours will be eight (8) hours.
- b) The regularly scheduled hours for continuous eight (8) hour operations will be forty (40) hours per week Sunday to Saturday, and the regular hours in a shift will be eight (8) hours.
- c) The regularly scheduled hours for continuous twelve (12) hour operations will be eighty-four (84) hours in the 2 week pay period (Sunday to the second Saturday following), and the regular hours in a shift will be twelve (12) hours (7 days on/7 days off).

- d) The provisions of this Clause are intended only to provide a basis for calculating time worked and shall not be a guarantee as to the hours of work per day, nor the days of work per week, nor of working schedules.
- 12.02 a) Overtime work is defined as authorized work performed in excess of an employee's regular work week or regular daily shift for those employees whose regularly scheduled hours are set out in Clause 12.01 a) and b). Such overtime will be paid at the rate of one and one half (1½) times the employee's regular hourly rate, except that two (2) times the employee's regular hourly rate will be paid for work performed after 10 continuous hours of work, and for work performed on the employee's first, second and subsequent consecutive scheduled weekly day of rest.
- b) Overtime work is defined as authorized work performed in excess of the regularly scheduled hours in an employee's regular 2 week pay period or regular daily shift, for employees whose regularly scheduled hours are set out in Clause 12.01 d). Such overtime will be paid at the rate of one and one half (1½) times the employee's regular hourly rate, except that two (2) times the employee's regular hourly rate will be paid for work performed after 14 continuous hours of work, or for work performed on the employee's first, second and third scheduled day of rest prior to returning to work for a minimum of two (2) consecutive scheduled shifts. Furthermore, provided the employee has worked all the regularly scheduled shifts within his regular pay period, the 81st through 84th inclusive regularly scheduled hours worked will be paid at the rate of one and one half (1½) times the employee's regular hourly rate.
- c) As far as possible, the Company will endeavor to distribute opportunities for overtime work among those employees trained within the classification, as equitably as practicable, consistent with efficiency of operations. Overtime will be voluntary provided sufficient numbers of qualified employees are willing to perform the work.

Overtime hours worked or refused will be recorded by the Company and this list will be posted monthly and hours shown cumulatively from January 1.

When an employee works on overtime during a day-off, he will be removed from the list of overtime distribution for two weeks if he misses a shift within the next two weeks.

- 12.03 When an employee is advised during his present shift to work overtime following completion of such shift, he will receive a meal allowance of twelve dollars and fifty cents (\$12.50), provided such overtime exceeds two (2) hours. For each additional uninterrupted four (4) hour period, the Company will provide another meal allowance.

If an employee is called-in without eight (8) hours notice, he shall receive a meal allowance after four (4) hours worked and every four (4) hours worked thereafter up to the commencement of his regularly scheduled working hours with a maximum of one (1) meal allowance for an employee working on an eight hour shift and two (2) meals for an employee working on a ten (10) or twelve (12) hour shift.

- 12.04 For the purpose of this agreement, the term "regular hourly rate" means the employee's hourly rate as set forth under Schedule "A" attached hereto.
- 12.05 Whenever an employee is required by the Company to change from one shift to another during his regularly scheduled workweek, exclusive of normal shift rotation changes, he will be paid at one and one-half (1½) times his regular hourly rate for regular hours worked by him during his first daily shift following such change, unless notice of such change has been given to the employee by the beginning of his shift on the day prior to the day the change takes effect. This section shall not apply when such change occurs as a result of a promotion.
- 12.06 For the purpose of calculating payment for time worked under the provisions of this agreement, time worked on a scheduled shift commencing prior to 11 p.m. shall be treated as if worked on the calendar day on which such shift commenced. Time worked on a scheduled shift commencing on or after 11 p.m. shall be treated as work performed on the immediately following calendar day.
- 12.07 An employee may work a maximum of twelve (12) hours in a day unless an unforeseeable or unpreventable emergency occurs. In that situation he will be allowed an eight (8) hour rest period before he comes back on his regular scheduled hours of work.

Such employee will not suffer any loss of regular pay because of the application of this clause.

### **ARTICLE XIII - PLANT HOLIDAYS**

13.01 An employee who has completed twenty (20) working days will receive the following plant holidays with pay:

|                 |                                |
|-----------------|--------------------------------|
| New Year's Day  | Thanksgiving Day               |
| Good Friday     | ½ day on Day before Christmas  |
| Victoria Day    | Christmas Day                  |
| Canada Day      | Boxing Day                     |
| Labour Day      | First Monday in August         |
| Remembrance Day | ½ day on Day before New Year's |
| Family Day      |                                |

13.02 Plant holiday pay will be computed on the basis of the normally scheduled shift hours at the employee's regular hourly rate.

13.03 In order to qualify for plant holiday pay, the employee must work his full scheduled shift on each of his working days immediately preceding and immediately following the plant holiday concerned. Absence on either one or the other, but not on both of these days, will be excused if the Company is satisfied that such absence is due to the employee's illness or injury, and the employee is not collecting sickness or accident benefits of any kind on the day of the holiday.

13.04 Plant holidays, as listed above, will be observed on the day on which they occur for all employees whose regularly scheduled shifts are outlined in Clause 12.01 ~~e) and d)~~. The plant holidays, as listed above, for all employees whose regularly scheduled shifts are outlined in Clause 12.01 a) and b) will be observed on the day on which they occur, except that if such a holiday occurs on a Saturday, it will be observed on the preceding Friday, and if it occurs on a Sunday, it will be observed on the following Monday. By mutual agreement, the parties may choose to substitute any other day for the observance of any one of the Plant holidays.

The parties will endeavor to plan shifts outlined in Clause 12.01 ~~e) and d)~~ so that the opportunity to work on Plant holidays will be distributed as equally as possible.

13.05 An employee who is required to work on the plant holiday will be paid for authorized work performed on such day at two (2) times his regular hourly rate in addition to his holiday pay.

- 13.06 In the event that a plant holiday falls within an employee's vacation period, he will be granted an extra day's holiday at a mutually acceptable time or, at employee's option, pay therefore on the same basis as herein provided.

#### **ARTICLE XIV - VACATIONS**

- 14.01 An employee on the active payroll of the Company with less than one (1) year's continuous service as of May 31st will be entitled to one (1) day of vacation with pay for each calendar month worked up to May 31st, up to a maximum of ten (10) working days.
- 14.02 An employee on the active payroll of the Company with one (1) year's continuous service as of May 31st will be entitled to two (2) weeks vacation with pay.
- 14.03 An employee on the active payroll of the Company with three (3) years continuous service as of May 31st will be entitled to three (3) weeks vacation with pay.
- 14.04 An employee on the active payroll of the Company with nine (9) years continuous service as of May 31st will be entitled to four (4) weeks vacation with pay.
- 14.05 An employee on the active payroll of the Company with nineteen (19) years continuous service as of May 31st will be entitled to five (5) weeks vacation with pay.
- 14.06 An employee on the active payroll of the Company with twenty-five (25) years continuous service as of May 31<sup>st</sup> will be entitled to six (6) weeks vacation with pay.
- 14.07 Vacations shall not be accumulated or waived, but must be taken within twelve (12) months of the date of entitlement.
- 14.08 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 workweek, or computed on the basis of 2% of the total pay of the employee in the period June 1st to May 31st immediately preceding the year in which the vacation is taken, whichever is the greater.

- 14.09 For the purpose hereof, an employee shall be deemed to have completed a year's employment when during such year he has worked not less than 90% of the regular working days. For the purpose of this Clause, time lost by an employee while collecting Weekly Indemnity payments under Clause 18.03 and/or Workmen's Compensation payments up to a maximum period of three (3) months will be considered time worked.
- 14.10 Where an employee has not completed a year's employment, as provided in Clause 14.09 he shall be given an annual vacation with regular pay, as per Clause 14.08, on a pro rate basis, bearing the same relationship to the number of weeks the employee would be entitled to on the basis of years of employment, as the number of days worked in the said year bears to 100% of the number of his regular working days.
- 14.11 No later than March 1<sup>st</sup> of each year, the company will post a vacation schedule on the Bulletin Board and each employee will apply for his vacations on such list indicating the vacation period desired and such request must be completed by April 1<sup>st</sup> of each year. Before April 15<sup>th</sup> of each year, the Company will prepare and post the vacation schedule in accordance with the employee's preference and seniority and the operating requirements of the plant.

An employee may defer one (1) week of vacation unbooked. After April 1<sup>st</sup>, any unbooked vacation will be accorded on the basis first come first serve according to the operating requirements of the Company. The remaining one (1) week of vacation must be booked before January 15<sup>th</sup> to be taken before May 31<sup>st</sup> of the same year. For an employee with five (5) weeks or more of vacation, he may defer two (2) weeks of vacation following the same procedure.

- 14.12 Should an employee become disabled as a result of sickness or accident immediately prior to commencing his vacation, his vacation shall be rescheduled in such a manner that he shall not lose his vacation by reason of such disability. If an employee becomes hospitalized during his vacation (excluding out-patients), the portion of his vacation from the time he was hospitalized and for as long as he remains totally disabled shall be rescheduled. In order to have his vacation rescheduled, such employee must notify his supervisor of said disability as soon as possible. He must also provide proof of hospitalization or submit a doctor's certificate upon his return to work. The basic intent is to ensure that an employee receives his earned vacation where because of a bona fide medical reason this may not have been possible. Under no circumstance is this section to be construed as an opportunity for weekly indemnity benefit in addition to vacation pay.

- 14.13 Current and future Scotford Maintenance Technicians and Technicians holding a second (2<sup>nd</sup>) class ticket will have their previous related experience recognized up to a maximum of three (3) years to allow them to receive three (3) weeks vacation from year one (1).

#### **ARTICLE XV - CALL-IN-PAY**

- 15.01 An employee called at home who reports to work outside his regularly scheduled hours of work shall be paid at the appropriate overtime rate for all hours worked on such call-in up to the commencement of his regularly scheduled working hours, but in no case shall he receive less than four (4) hours' pay at his regular hourly rate.

#### **ARTICLE XVI - BEREAVEMENT PAY**

- 16.01 In case of death of an employee's spouse, parents and/or child, he will be granted a leave of absence with pay at his regular hourly rate for the regular hours lost, up to five (5) days. The leave of absence referred to above, shall be of three (3) days in case of death of an employee's brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law and grand-parents and one (1) day in case of death of a grandchild.

The Company will consider traveling time in cases where employees are required to travel in excess of 500 Km one way to attend a funeral for those relatives designated in Article 16.01. Proof of the funeral distance of 500 Km must be provided by the employee if requested by the Company.

#### **ARTICLE XVII - SAFETY AND HEALTH**

- 17.01 Where required, the Company will supply, and the employee will wear, the following:
- a) Hard hats of a suitable type;
  - b) Gloves of a suitable type;
  - c) Non-prescription safety glasses;
  - d) Rubber boots;
  - e) Rainwear and winter protection.
- 17.02 The Company will provide one pair of prescription safety glasses for those employees requiring glasses, and who provide the Company with an optometrist's prescription up to a maximum of \$275 including fitting fee. In addition, progressive lenses will be paid for by the Company providing they are prescribed by the optometrist for safety reasons. The employee will

choose an optometrist from the agreed-upon list of optometrists. The Company will provide replacement lenses or a replacement pair where necessary should they be damaged on the job, or wear out due to normal usage, and further, provided the employee demonstrates the damage was not caused by his carelessness or negligence.

- 17.03 Once yearly, the Company will reimburse employees for the actual receipted cost of CSA approved safety shoes to a maximum of \$190 for regular safety shoes and \$215 for metatarsal safety boots (an employee regularly classified as Shipper-Receiver/Truck Driver). An additional pair will be provided or repaired if it is warranted. Should a Company-wide policy be made applicable specifically to the employees covered by this Agreement, which allows for a reimbursement higher than that referred to above, such policy will take precedence. An employee who does not spend the maximum or does not buy boots at all will have the remaining money credited towards the purchase of safety boots at a future date.

An employee who does not require a new pair of approved safety boots in a given calendar year may waive the allowance for that year towards the purchase of it in the following year.

- 17.04 If an employee is required to wear a uniform as a condition of continued employment, such uniform will be supplied and maintained by the Company, at the standard required by the Company.

The drivers committee will be consulted on the selection of the uniform.

- 17.05 The Company will pay the present cost of coverall service for employees who desire such service, providing up to two (2) pairs of fire resistant coveralls per week and one (1) additional pair of non-fire resistant coveralls per week to truck drivers and up to five (5) pairs of coveralls per week and one (1) additional pair of fire resistant coveralls per week to Maintenance Shop employees.

- 17.06 The Union will select a Health and Safety Committee composed of two (2) members, such Committee members will be selected from amongst the employees in the bargaining unit.

This Committee shall meet quarterly with the Company. The members of the Committee will not lose wages by reason of attending such meetings.

- 17.07 If an employee is required by the Company to attend a training session outside of regularly scheduled hours, applicable overtime rate will apply. Such hours will not be taken into consideration as it relates to clauses 11.02, 11.03, 12.02 and 12.05. This clause does not apply to renewal of licenses.

The Company will reimburse up to \$35, upon submission of a receipt and of a copy of the driver's license, for the cost of the medical examination required for the renewal of an employee's class "1" license. Upon submission of a receipt and of a copy of the driver's license, the Company will reimburse 100% of the cost of the medical examination required for the renewal of an employee's class "1" license at one of the Company approved clinics.

- 17.08 Employees may wear a moustache that does not extend past the corner of the mouth. Employees will remove their moustache before making a delivery to a customer who has a policy against facial hair.

#### **ARTICLE XVIII - WELFARE BENEFITS**

- 18.01 The Company agrees to pay one hundred percent (100%) of the premiums for Alberta Health Care Insurance Plan and the Group insurance plan on the first day of the month immediately following the date of hiring, and while such employee remains in the active employ of the Company; provided, however, that the Company will not be obligated with respect to any employee whatsoever until such employee has completed all necessary forms, documents, and papers that may be required by the insurance provider or the Alberta Health Care Insurance Commission for the purpose of registering such employee for coverage. Benefit card for prescriptions is supplied to all employees.

Premiums for the following benefits under the Medicare Supplement Insurance will be shared 80% by the Company and 20% by the employees:

- A. Services of a licensed physiotherapist\* or massage therapist\*. The maximum amount payable in any benefit year is \$450 for each person.
- B. Services of a licensed psychologist\*. The maximum amount payable in any benefit year is \$300 for each person.
- C. Services of a licensed acupuncturist. The maximum amount payable in any benefit year is \$300 for each person.
- D. Services of a licensed chiropractor, including an x-ray. The maximum amount payable in any benefit year is \$500 for each person.
- E. Services of a licensed osteopath, naturopath or homeopath. The maximum amount payable in any benefit year is \$300 for each person.

*Services marked by an \* must be prescribed by a doctor.*

- 18.02 Provided all employees have completed all necessary application forms, papers, documents, and writings whatsoever as may be required by a life insurance company for the purpose of registering such employees for coverage under any group life insurance policy, the Company agrees to maintain for employees in the active employment of the Company the present Group Life Insurance, in the amount of one times basic annual salary (Schedule A), minimum of \$58, 000 with A.D.& D. at no cost to the employee in accordance with the terms of the insurance policy. The amount of coverage will be reduced to \$7,500 at age 65 for the employee who retires from active duties with the Company.
- 18.03 The Company agrees to pay the full premiums of a weekly indemnity program providing for a benefit equal to 70% of base weekly earnings up to a maximum of forty-eight (48) weeks, from the first working day of a non-occupational accident or from the fourth working day of sickness. Waiting period for sickness is the first twenty-four (24) hours missed from his regularly scheduled hours.

This benefit applies from the first day of the month immediately following the date of hiring and while such eligible employee remains in the active employ of the Company. The Company shall be entitled to require any employee who makes a claim under this clause to produce a medical certificate verifying that the said employee has suffered from a non-occupational accident or sickness. The Company shall be entitled to make a full inquiry and investigation with respect to any injury or sickness claim.

- 18.04 An employee who is required to act through a subpoena as a witness or to act as a juror will receive, for each day of absence therefore, the difference between pay lost, computed at the employee's regular straight time hourly rate for regular hours lost and the amount of witness or juror fee received, provided that the employee furnishes the Company with a certificate of service signed by the Clerk of the Court, showing the fee received and duration of service. An employee who reports for witness or jury duty who is later excused by the Court for the remainder of the day will be expected to report at the plant to complete his shift, if its possible to do so. It is the employee's responsibility to claim the fee he is entitled to. It is understood that this section does not apply to an employee who is a witness in a case in which he is directly involved.

- 18.05 The Company agrees to pay one hundred percent (100%) of the monthly premium of a dental plan similar to the present plan provided it offers no less coverage and which includes the current Fee Schedule for all employees on the first day of the month immediately following the date of hiring and while such employees remain in the active employ of the Company.
- 18.06 The Company agrees to maintain the Pension Plan of Air Liquide Canada (ALC) ("Pension plan"). An employee, in the defined benefits (DB) module, contribution rate is 5% of base salary. An employee, in defined contribution (DC) module, contribution is 4% of base salary. For employees hired after January 1<sup>st</sup>, 2007, they will be enrolled into the defined contribution (DC) module of the "Pension plan". The Company contribution to DC module of the "Pension plan" is 5% of base salary. The employee, in (DC) module, might take advantage of optional contribution up to 2% where the Company will also match up to 2% of the base salary.

Current employees, age 53 and over on January 1<sup>st</sup>, 2018 and hired before that date who elect to take early retirement shall continue to pay its share of the premiums to remain covered under the group insurance plan for Life and AD&D insurance plan (reduced to one time their annual basic earnings in force immediately prior to their date of retirement) and Health care plan and Dental care plan until the first day of the month coincident with or the first day of the month following their 65<sup>th</sup> birthday. All other employee to remain covered will have to pay 100% of the premium between early retirement and their 65<sup>th</sup> birthday.

The employee may contribute any whole percentage (i.e. 1%, 2%, 3%, etc.) of his basic annual salary to the Company Group RRSP.

- 18.07 An eye examination will be paid 100%, no deductible, maximum of one (1) examination per person per two (2) reference years. Approved optometrist must do examination.
- 18.08 Once they have completed their waiting period and while they remain in the active employ of the Company, part-time employees will be covered by Group insurance benefits under article 18. The employee must work at least twenty (20) hours a week.
- 18.09 The Company agrees to maintain a Long Term Disability Plan after an employee has been disabled for forty-eight (48) weeks. The Plan provides sixty percent (60%) of employees' regular earnings up to a maximum of three thousand dollars (\$3,000.00) per month. This benefit continues until

recovery, death or age 65. Employees pay the full premiums through payroll deductions.

- 18.10 The Company will reimburse fifty percent (50%) of the cost for the completion of Doctors' forms required by insurance provider in support of a short term disability claim to a maximum of one hundred dollars (\$100) provided the claim is approved by insurance

#### **ARTICLE XIX –HARASSMENT**

The company and the union recognize the right of all employees to work in a harassment-free environment, and to be treated with respect in the workplace. The company and the union agree that all employees deserve a workplace that is productive and promotes both the dignity and self esteem of all employees.

Any kind of harassment, including bullying will not be tolerated.

Sexual Harassment means conduct that is manifested by words, acts or deeds having a sexual connotation, which are unwanted, and which by their nature injure a person's dignity or physical or psychological integrity or lead to unfavorable working conditions for such a person.

Psychological Harassment is defined as any vexatious behaviour in the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures, that affects an employee's dignity or psychological or physical integrity and that results in a harmful work environment for the employee. A single incidence of such behaviour that has a lasting harmful effect on an employee may also constitute psychological harassment.

Personal Harassment is defined as any form of abusive or unwelcome comment, behavior or conduct that creates an intimidating, hostile or humiliating work environment.

#### **ARTICLE XX – EMPLOYMENT SECURITY**

- 20.01 The Company has the right to contract out work normally performed by employees of the bargaining unit provided it does not cause permanent lay-off of any employees in the bargaining unit.

The parties agree that the work performed by a bargaining unit employee who is no longer employed with the Company for any reason other than a permanent lay-off, or who is no longer in the bargaining unit, may be performed by a contracted party even though the Company continues to

employ other bargaining unit employees who perform the same work as a contracted party.

**ARTICLE XXI - DURATION**

- 21.01 This agreement shall be in effect from the date of ratification and shall continue to be in effect up to and including January 31 2021 and shall continue to be in effect from year to year thereafter unless either party, within the period of one hundred and twenty (120) days and sixty (60) days prior to the expiration date, notifies the other party in writing that it desires to amend or terminate this agreement.
  
- 21.02 If, following negotiations, agreement is not reached on the renewal or amendment of this agreement prior to the expiration date, this agreement shall continue in effect until strike or lockout notice has been served and exercised in accordance with the Alberta Labour Relations Act.

IN WITNESS WHEREOF, each of the parties has caused this agreement to be signed by their duly authorized officers or representatives as of the 25<sup>th</sup> day of AUGUST, 2017.

**AIR LIQUIDE CANADA INC.  
EDMONTON**

**UNIFOR LOCAL 777**

Sylvain Dagenais

Wes Bradshaw

Sandra Fernandez

Brian Campbell, Unifor

Terry Fund

Chris Caverly

Adam Peters

Darren McDonald

\_\_\_\_\_

Jeffrey Pratt

## SCHEDULE A CLASSIFICATIONS AND HOURLY WAGE RATES

The classifications and hourly wage rates applicable thereto, effective as of February 1, 2017, will be as follows:

| CLASSIFICATION   | START<br>\$ | 6 MONTHS<br>\$ |
|--|-------------|----------------|
| Customer Installation Technician   | -           | 46.62          |
| Heavy Equipment Technician + Welder Journeyman                                   | 37.61       | 44.69          |
| Heavy Equipment Technician or Welder Journeyman                                  | 36.56       | 43.20          |
| Heavy Equipment Apprentice 3 <sup>rd</sup> period completed                      | 35.80       | 40.30          |
| CO2 Operator   | 38.37       | 40.88          |
| Heavy Equipment Apprentice or Welder Apprentice 2 <sup>nd</sup> period Completed | 35.02       | 37.46          |
| Transport-Trailer Mechanic + Welder Apprentice 1 <sup>st</sup> period completed  | 33.47       | 35.79          |
| Transport-Trailer Mechanic or Welder apprentice 1 <sup>st</sup> period completed | 31.94       | 34.15          |
| Shipper-Receiver/Truck Driver  | 31.85       | 34.15          |
| Storekeeper  | 31.68       | 33.54          |
| Truck Driver   | See notes   | See notes      |
| Transport-Trailer Mechanic/Heavy Equipment/Welder Apprentice                     | ---         | 32.63*         |

\*The rate will be \$26.22 for Apprentices hired from outside.

Current Maintenance Shop employees holding Millwright ticket (as of Feb. 1/02) will be grandfathered at Heavy Equipment Technician rate.

Hourly wage rate for vacation relief employees is three dollars (\$3.00) less than the six (6) month rate shown above for those hired to work as Shipper-Receiver/Truck Driver or Storekeeper between May 1<sup>st</sup> and September 15<sup>th</sup> for that same period. The Company may, upon mutual agreement, hire vacation relief employees outside the vacation period. The Union will not unreasonably deny such request.

When the Company appoints a lead hand, he will receive a premium of \$1.30 per hour. Such premium will not form part of an employee's hourly rate.

Notes: When a Truck Driver is hauling a pup there will be a \$.95 premium per hour;

Truck drivers new hourly rate will be effective from the signature of the CBA for the next twelve (12) months. Then they will get a 1.5% increase and afterward they will get increases of the 3<sup>rd</sup> and 4<sup>th</sup> year as per the normal increase schedule. Hourly rate for Truck Drivers is: \$28.68.

Scotford Operations:

|                 |  |
|-----------------|--|
| Classification: | Technician level 1 Trainee   |
| Rate:           | \$40.28  |
| Requirements:   | 3 <sup>rd</sup> Class Technical course completed   |
| Classification: | Technician level 2 Apprentice (Fills shift)  |
| Rate:           | \$42.93  |
| Requirements:   | 3 <sup>rd</sup> Class Technical course completed   |
| Classification: | Technician level 3   |
| Rate:           | \$50.43  |
| Requirements:   | 3 <sup>rd</sup> Class ABSA ticket and can independently operate ASU plant  |
| Classification: | Technician level 4   |
| Rate:           | \$55.88  |
| Requirements:   | 2 <sup>nd</sup> Class ABSA ticket and can independently operate the Cogen, boilers and substation<br>Must demonstrate sufficient progress towards independent operation ASU in the first 6 months. |
| Classification: | Technician level 5   |
| Rate:           | \$58.46  |
| Requirements:   | 2 <sup>nd</sup> Class ABSA ticket and can independently operate all processes  |
| Classification: | Acting Temporary Chief Steam Engineer  |
| Rate:           | 14% above level 5  |
| Requirements:   | Same as level 5  |

**Scotford Maintenance**

**Classification:** Instrumentation Technician  
**Rate:** \$53.02  
**Requirements:** Instrumentation certificate and strong electrical background with 5 years of related experience

**Classification:** Electrical Technician  
**Rate:** \$53.02  
**Requirements:** Electrical certificate and strong instrumentation background with 5 years of related experience

**Classification:** Mechanical Maintenance Technician  
**Rate:** \$53.02  
**Requirements:** Millwright certificate or Refrigeration and Air Conditioning Mechanic certificate with 5 years of related experience

**Notes:**

1. All Technicians need training on Scotford ASU, Strathmoor, Cogen and Substation.
2. The progression of technicians to Technician level 4 will be mandatory to fulfill 50% of all technicians. If there are less than 50% of all technicians at level 4 and 5, future openings to replace a Technician level 4 or 5 will be filled by new employees holding a 2<sup>nd</sup> Class ABSA ticket unless a Technician level 3 is within 6 months of obtaining his 2<sup>nd</sup> Class ABSA ticket. If there are 50% or more technicians at level 4 and 5, the Company will post for a Technician level 1 Trainee and if no employee applies or if no candidate is qualified, the Company will hire a new employee from outside. All technicians will be allowed to progress to Technician Level 5 and will be paid that rate once they reach it.
3. Future staff reductions for technicians will be done according to seniority as long as there is a minimum of 50% of all technicians holding a 2<sup>nd</sup> Class ABSA ticket.
4. The Acting Temporary Chief Steam Engineer is for the temporary relief coverage of the Chief Steam Engineer and will only be paid while the technician is working in this role.
5. The current Mechanical Maintenance Technician will be paid \$1.00 less per hour until he gets his Millwright Certificate.
6. a) Employees registered for an Apprenticeship program and attending school will be paid \$200 per week for the time they are attending school. Should the employee voluntarily leave the Company, for any reason before twenty-four (24) months following the end of the period at school, he / she will reimburse the Company the money paid in relation of that program on a prorated basis of the time missing within 24 month period.  
 b) Should the exam occur during a working day, the employee will be granted that day off paid to write the exam.

## SCHEDULE A CLASSIFICATIONS AND HOURLY WAGE RATES

The classifications and hourly wage rates applicable thereto, effective as of February 1, 2018, will be as follows:

| CLASSIFICATION   | START<br>\$ | 6 MONTHS<br>\$ |
|--|-------------|----------------|
| Customer Installation Technician   | -           | 47.32          |
| Heavy Equipment Technician + Welder Journeyman                                   | 38.17       | 45.36          |
| Heavy Equipment Technician or Welder Journeyman                                  | 37.11       | 43.85          |
| Heavy Equipment Apprentice 3 <sup>rd</sup> period completed                      | 36.34       | 40.90          |
| CO2 Operator   | 38.95       | 41.49          |
| Heavy Equipment Apprentice or Welder Apprentice 2 <sup>nd</sup> period Completed | 35.55       | 38.02          |
| Transport-Trailer Mechanic + Welder Apprentice 1 <sup>st</sup> period completed  | 33.97       | 36.33          |
| Transport-Trailer Mechanic or Welder apprentice 1 <sup>st</sup> period completed | 32.42       | 34.66          |
| Shipper-Receiver/Truck Driver  | 32.33       | 34.66          |
| Storekeeper  | 32.16       | 34.04          |
| Truck Driver   | See notes   | See notes      |
| Transport-Trailer Mechanic/Heavy Equipment/Welder Apprentice                     | —           | 33.12*         |

\*The rate will be \$26.61 for Apprentices hired from outside.

Current Maintenance Shop employees holding Millwright ticket (as of Feb. 1/02) will be grandfathered at Heavy Equipment Technician rate.

Hourly wage rate for vacation relief employees is three dollars (\$3.00) less than the six (6) month rate shown above for those hired to work as Shipper-Receiver/Truck Driver or Storekeeper between May 1<sup>st</sup> and September 15<sup>th</sup> for that same period. The Company may, upon mutual agreement, hire vacation relief employees outside the vacation period. The Union will not unreasonably deny such request.

When the Company appoints a lead hand, he will receive a premium of \$1.30 per hour. Such premium will not form part of an employee's hourly rate.

Notes: When a Truck Driver is hauling a pup there will be a \$.95 premium per hour;

Truck drivers new hourly rate will be effective from the signature of the CBA for the next twelve (12) months. Then they will get a 1.5% increase and afterward they will get increases of the 3<sup>rd</sup> and 4<sup>th</sup> year as per the normal increase schedule. Hourly rate for Truck Drivers is: \$28.68.

Scotford Operations:

|                 |  |
|-----------------|--|
| Classification: | Technician level 1 Trainee   |
| Rate:           | \$40.88  |
| Requirements:   | 3 <sup>rd</sup> Class Technical course completed   |
| Classification: | Technician level 2 Apprentice (Fills shift)  |
| Rate:           | \$43.57  |
| Requirements:   | 3 <sup>rd</sup> Class Technical course completed   |
| Classification: | Technician level 3   |
| Rate:           | \$51.19  |
| Requirements:   | 3 <sup>rd</sup> Class ABSA ticket and can independently operate ASU plant  |
| Classification: | Technician level 4   |
| Rate:           | \$56.41  |
| Requirements:   | 2 <sup>nd</sup> Class ABSA ticket and can independently operate the Cogen, boilers and substation<br>Must demonstrate sufficient progress towards independent operation ASU in the first 6 months. |
| Classification: | Technician level 5   |
| Rate:           | \$59.34  |
| Requirements:   | 2 <sup>nd</sup> Class ABSA ticket and can independently operate all processes  |
| Classification: | Acting Temporary Chief Steam Engineer  |
| Rate:           | 14% above level 5  |
| Requirements:   | Same as level 5  |

**Scotford Maintenance**

**Classification:** Instrumentation Technician  
**Rate:** \$53.82  
**Requirements:** Instrumentation certificate and strong electrical background with 5 years of related experience

**Classification:** Electrical Technician  
**Rate:** \$53.82  
**Requirements:** Electrical certificate and strong instrumentation background with 5 years of related experience

**Classification:** Mechanical Maintenance Technician  
**Rate:** \$53.82  
**Requirements:** Millwright certificate or Refrigeration and Air Conditioning Mechanic certificate with 5 years of related experience

**Notes:**

1. All Technicians need training on Scotford ASU, Strathmoor, Cogen and Substation.
2. The progression of technicians to Technician level 4 will be mandatory to fulfill 50% of all technicians. If there are less than 50% of all technicians at level 4 and 5, future openings to replace a Technician level 4 or 5 will be filled by new employees holding a 2<sup>nd</sup> Class ABSA ticket unless a Technician level 3 is within 6 months of obtaining his 2<sup>nd</sup> Class ABSA ticket. If there are 50% or more technicians at level 4 and 5, the Company will post for a Technician level 1 Trainee and if no employee applies or if no candidate is qualified, the Company will hire a new employee from outside. All technicians will be allowed to progress to Technician Level 5 and will be paid that rate once they reach it.
3. Future staff reductions for technicians will be done according to seniority as long as there is a minimum of 50% of all technicians holding a 2<sup>nd</sup> Class ABSA ticket.
4. The Acting Temporary Chief Steam Engineer is for the temporary relief coverage of the Chief Steam Engineer and will only be paid while the technician is working in this role.
5. The current Mechanical Maintenance Technician will be paid \$1.00 less per hour until he gets his Millwright Certificate.
- 6
  - a) Employees registered for an Apprenticeship program and attending school will be paid \$200 per week for the time they are attending school. Should the employee voluntarily leave the Company, for any reason before twenty-four (24) months following the end of the period at school, he / she will reimburse the Company the money paid in relation of that program on a prorated basis of the time missing within 24 month period.
  - b) Should the exam occur during a working day, the employee will be granted that day off paid to write the exam.

## SCHEDULE A CLASSIFICATIONS AND HOURLY WAGE RATES

The classifications and hourly wage rates applicable thereto, effective as of February 1, 2019, will be as follows:

| CLASSIFICATION   | START<br>\$ | 6 MONTHS<br>\$ |
|--|-------------|----------------|
| Customer Installation Technician   | -           | 48.03          |
| Heavy Equipment Technician + Welder Journeyman                                   | 38.75       | 46.04          |
| Heavy Equipment Technician or Welder Journeyman                                  | 37.67       | 44.51          |
| Heavy Equipment Apprentice 3 <sup>rd</sup> period completed                      | 36.88       | 41.52          |
| CO2 Operator   | 39.53       | 42.12          |
| Heavy Equipment Apprentice or Welder Apprentice 2 <sup>nd</sup> period Completed | 36.08       | 38.59          |
| Transport-Trailer Mechanic + Welder Apprentice 1 <sup>st</sup> period completed  | 34.48       | 36.87          |
| Transport-Trailer Mechanic or Welder apprentice 1 <sup>st</sup> period completed | 32.91       | 35.18          |
| Shipper-Receiver/Truck Driver  | 32.81       | 35.18          |
| Storekeeper  | 32.64       | 34.55          |
| Truck Driver   | —           | 29.55          |
| Transport-Trailer Mechanic/Heavy Equipment/Welder Apprentice                     | —           | 33.62*         |

\*The rate will be \$27.01 for Apprentices hired from outside.

Current Maintenance Shop employees holding Millwright ticket (as of Feb. 1/02) will be grandfathered at Heavy Equipment Technician rate.

Hourly wage rate for vacation relief employees is three dollars (\$3.00) less than the six (6) month rate shown above for those hired to work as Shipper-Receiver/Truck Driver or Storekeeper between May 1<sup>st</sup> and September 15<sup>th</sup> for that same period. The Company may, upon mutual agreement, hire vacation relief employees outside the vacation period. The Union will not unreasonably deny such request.

When the Company appoints a lead hand, he will receive a premium of \$1.30 per hour. Such premium will not form part of an employee's hourly rate.

Notes: When a Truck Driver is hauling a pup there will be a \$.95 premium per hour;

Truck drivers new hourly rate will be effective from the signature of the CBA for the next twelve (12) months. Then they will get a 1.5% increase and afterward they will get increases of the 3<sup>rd</sup> and 4<sup>th</sup> year as per the normal increase schedule. Hourly rate for Truck Drivers is: \$28.68.

Scotford Operations:

|                 |  |
|-----------------|--|
| Classification: | Technician level 1 Trainee   |
| Rate:           | \$41.50  |
| Requirements:   | 3 <sup>rd</sup> Class Technical course completed   |
| Classification: | Technician level 2 Apprentice (Fills shift)  |
| Rate:           | \$44.23  |
| Requirements:   | 3 <sup>rd</sup> Class Technical course completed   |
| Classification: | Technician level 3   |
| Rate:           | \$51.95  |
| Requirements:   | 3 <sup>rd</sup> Class ABSA ticket and can independently operate ASU plant  |
| Classification: | Technician level 4   |
| Rate:           | \$57.26  |
| Requirements:   | 2 <sup>nd</sup> Class ABSA ticket and can independently operate the Cogen, boilers and substation<br>Must demonstrate sufficient progress towards independent operation ASU in the first 6 months. |
| Classification: | Technician level 5   |
| Rate:           | \$60.23  |
| Requirements:   | 2 <sup>nd</sup> Class ABSA ticket and can independently operate all processes  |
| Classification: | Acting Temporary Chief Steam Engineer  |
| Rate:           | 14% above level 5  |
| Requirements:   | Same as level 5  |

**Scotford Maintenance**

**Classification:** Instrumentation Technician  
**Rate:** \$54.62  
**Requirements:** Instrumentation certificate and strong electrical background with 5 years of related experience

**Classification:** Electrical Technician  
**Rate:** \$54.62  
**Requirements:** Electrical certificate and strong instrumentation background with 5 years of related experience

**Classification:** Mechanical Maintenance Technician  
**Rate:** \$54.62  
**Requirements:** Millwright certificate or Refrigeration and Air Conditioning Mechanic certificate with 5 years of related experience

**Notes:**

1. All Technicians need training on Scotford ASU, Strathmoor, Cogen and Substation.
2. The progression of technicians to Technician level 4 will be mandatory to fulfill 50% of all technicians. If there are less than 50% of all technicians at level 4 and 5, future openings to replace a Technician level 4 or 5 will be filled by new employees holding a 2<sup>nd</sup> Class ABSA ticket unless a Technician level 3 is within 6 months of obtaining his 2<sup>nd</sup> Class ABSA ticket. If there are 50% or more technicians at level 4 and 5, the Company will post for a Technician level 1 Trainee and if no employee applies or if no candidate is qualified, the Company will hire a new employee from outside. All technicians will be allowed to progress to Technician Level 5 and will be paid that rate once they reach it.
3. Future staff reductions for technicians will be done according to seniority as long as there is a minimum of 50% of all technicians holding a 2<sup>nd</sup> Class ABSA ticket.
4. The Acting Temporary Chief Steam Engineer is for the temporary relief coverage of the Chief Steam Engineer and will only be paid while the technician is working in this role.
5. The current Mechanical Maintenance Technician will be paid \$1.00 less per hour until he gets his Millwright Certificate.
6.
  - a) Employees registered for an Apprenticeship program and attending school will be paid \$200 per week for the time they are attending school. Should the employee voluntarily leave the Company, for any reason before twenty-four (24) months following the end of the period at school, he / she will reimburse the Company the money paid in relation of that program on a prorated basis of the time missing within 24 month period.
  - b) Should the exam occur during a working day, the employee will be granted that day off paid to write the exam.

## SCHEDULE A CLASSIFICATIONS AND HOURLY WAGE RATES

The classifications and hourly wage rates applicable thereto, effective as of February 1, 2020, will be as follows:

| CLASSIFICATION   | START<br>\$ | 6 MONTHS<br>\$ |
|--|-------------|----------------|
| Customer Installation Technician   | -           | 49.23          |
| Heavy Equipment Technician + Welder Journeyman                                   | 39.72       | 47.19          |
| Heavy Equipment Technician or Welder Journeyman                                  | 38.61       | 45.62          |
| Heavy Equipment Apprentice 3 <sup>rd</sup> period completed                      | 37.80       | 42.56          |
| CO2 Operator   | 40.52       | 43.17          |
| Heavy Equipment Apprentice or Welder Apprentice 2 <sup>nd</sup> period Completed | 36.98       | 39.56          |
| Transport-Trailer Mechanic + Welder Apprentice 1 <sup>st</sup> period completed  | 35.34       | 37.79          |
| Transport-Trailer Mechanic or Welder apprentice 1 <sup>st</sup> period completed | 33.73       | 36.06          |
| Shipper-Receiver/Truck Driver  | 33.63       | 36.06          |
| Storekeeper  | 33.45       | 35.42          |
| Truck Driver   | ---         | 30.29          |
| Transport-Trailer Mechanic/Heavy Equipment/Welder Apprentice                     | ---         | 34.46*         |

\*The rate will be \$27.69 for Apprentices hired from outside.

Current Maintenance Shop employees holding Millwright ticket (as of Feb. 1/02) will be grandfathered at Heavy Equipment Technician rate.

Hourly wage rate for vacation relief employees is three dollars (\$3.00) less than the six (6) month rate shown above for those hired to work as Shipper-Receiver/Truck Driver or Storekeeper between May 1<sup>st</sup> and September 15<sup>th</sup> for that same period. The Company may, upon mutual agreement, hire vacation relief employees outside the vacation period. The Union will not unreasonably deny such request.

When the Company appoints a lead hand, he will receive a premium of \$1.30 per hour. Such premium will not form part of an employee's hourly rate.

Notes: When a Truck Driver is hauling a pup there will be a \$.95 premium per hour;

Truck drivers new hourly rate will be effective from the signature of the CBA for the next twelve (12) months. Then they will get a 1.5% increase and afterward they will get increases of the 3<sup>rd</sup> and 4<sup>th</sup> year as per the normal increase schedule. Hourly rate for Truck Drivers is: \$28.68.

Scotford Operations:

|                 |  |
|-----------------|--|
| Classification: | Technician level 1 Trainee   |
| Rate:           | \$42.53  |
| Requirements:   | 3 <sup>rd</sup> Class Technical course completed   |
| Classification: | Technician level 2 Apprentice (Fills shift)  |
| Rate:           | \$45.33  |
| Requirements:   | 3 <sup>rd</sup> Class Technical course completed   |
| Classification: | Technician level 3   |
| Rate:           | \$53.25  |
| Requirements:   | 3 <sup>rd</sup> Class ABSA ticket and can independently operate ASU plant  |
| Classification: | Technician level 4   |
| Rate:           | \$58.69  |
| Requirements:   | 2 <sup>nd</sup> Class ABSA ticket and can independently operate the Cogen, boilers and substation<br>Must demonstrate sufficient progress towards independent operation ASU in the first 6 months. |
| Classification: | Technician level 5   |
| Rate:           | \$61.73  |
| Requirements:   | 2 <sup>nd</sup> Class ABSA ticket and can independently operate all processes  |
| Classification: | Acting Temporary Chief Steam Engineer  |
| Rate:           | 14% above level 5  |
| Requirements:   | Same as level 5  |

**Scotford Maintenance**

**Classification:** Instrumentation Technician  
**Rate:** \$55.99  
**Requirements:** Instrumentation certificate and strong electrical background with 5 years of related experience

**Classification:** Electrical Technician  
**Rate:** \$55.99  
**Requirements:** Electrical certificate and strong instrumentation background with 5 years of related experience

**Classification:** Mechanical Maintenance Technician  
**Rate:** \$55.99  
**Requirements:** Millwright certificate or Refrigeration and Air Conditioning Mechanic certificate with 5 years of related experience

**Notes:**

1. All Technicians need training on Scotford ASU, Strathmoor, Cogen and Substation.
2. The progression of technicians to Technician level 4 will be mandatory to fulfill 50% of all technicians. If there are less than 50% of all technicians at level 4 and 5, future openings to replace a Technician level 4 or 5 will be filled by new employees holding a 2<sup>nd</sup> Class ABSA ticket unless a Technician level 3 is within 6 months of obtaining his 2<sup>nd</sup> Class ABSA ticket. If there are 50% or more technicians at level 4 and 5, the Company will post for a Technician level 1 Trainee and if no employee applies or if no candidate is qualified, the Company will hire a new employee from outside. All technicians will be allowed to progress to Technician Level 5 and will be paid that rate once they reach it.
3. Future staff reductions for technicians will be done according to seniority as long as there is a minimum of 50% of all technicians holding a 2<sup>nd</sup> Class ABSA ticket.
4. The Acting Temporary Chief Steam Engineer is for the temporary relief coverage of the Chief Steam Engineer and will only be paid while the technician is working in this role.
5. The current Mechanical Maintenance Technician will be paid \$1.00 less per hour until he gets his Millwright Certificate.
6.
  - a) Employees registered for an Apprenticeship program and attending school will be paid \$200 per week for the time they are attending school. Should the employee voluntarily leave the Company, for any reason before twenty-four (24) months following the end of the period at school, he / she will reimburse the Company the money paid in relation of that program on a prorated basis of the time missing within 24 month period.
  - b) Should the exam occur during a working day, the employee will be granted that day off paid to write the exam.

## **LETTERS OF UNDERSTANDING**

### **BANKING OF OVERTIME**

It is agreed that for the duration of this contract employees may elect to bank overtime to a maximum of one scheduled workweek not to exceed a total of forty-eight (48) hours.

If an employee wants to bank overtime he must notify the Company in writing at the time the vacation schedule is finalized. This is binding for the calendar year.

Time must be taken off as follows:

- 1) The employee must notify the Company in writing of the time of his choice no later than ten (10) working days after the vacation schedule is finalized. The schedule is to be posted within three (3) weeks.
- 2) His choice will not be denied if it fits within the summer vacation schedule.
- 3) If the employee chooses outside the summer vacation schedule, his choice will not be denied if it does not entail overtime coverage.
- 4) Banked hours must all be taken at one time and cannot be broken in two parts or more.

Overtime hours are banked on the basis of hours paid rather than hours worked.

Payments for banked overtime will be made at the same hourly rate at which the overtime was earned. Unused banked overtime will be paid at the end of each calendar year.

**CUSTOMER INSTALLATION TECHNICIAN**

- Overtime shall be paid at the rate of time and one half (1½) for authorized work done after eight (8) consecutive hours in a day, excluding driving time.
- Overtime shall be paid at the rate of double time (2) for authorized work done after ten (10) consecutive hours in a day, excluding driving time.
- Authorized work done on a scheduled day of rest shall be paid at double time (2) rate.
- The CI technician on-call receives one point five (1.5) hours per day at his regular hourly rate and two (2) hours per day at his regular hourly rate if it falls on a plant holiday to ensure on-call service for a full week (seven (7) days). He must accept to respond to service calls and travel when necessary. If he gives technical assistance to the client by telephone, without having to travel to resolve the issue, he receives two (2) hours paid at his regular hourly rate. However, if he receives multiple calls within a period of four (4) hours, this is considered as a single call. If he has to travel he is paid according to the call-in pay provision. During his on-call period, should overtime be required, he is paid the appropriate overtime rate.

**MEMORANDUM OF AGREEMENT****BETWEEN: AIR LIQUIDE CANADA INC.****AND: UNIFOR LOCAL 777****SUBJECT: TWELVE-HOUR SHIFTS.**

1. This agreement will remain in effect unless both parties mutually agree to amend it. The Company retains the right, however, to amend the actual shift schedule as long as employees continue on 12 hours shifts and are paid in accordance with this agreement. Any unilateral amendment would occur after 15 days written notice.
2. This agreement applies to all Scotford Technicians working twelve-hour shifts. Other groups of employees can accede to this Agreement upon approval of both signing parties.
3. For the life of this agreement, the following amendments will be made to the collective agreement in existence, insofar as it is applied to employees covered by this agreement:
  - a) Clause 11.02  
A night shift premium of \$1.74 per hour will be paid for all hours worked on the night shift. Such premium will be paid for all hours worked, including overtime hours, but for all purposes including calculation of payment, such premium will not form part of an employee's hourly rate.
  - b) Clause 12.01 is amended by adding the following:  
The employees covered by this agreement will be assigned by the Company to either one of the shifts A, B, C or D and for the period of their assignment to that shift, their regular hours of work will be those determined for that shift as per attached Schedule A.

A shift will consist of twelve (12) continuous hours of work, from 6:00 am to 6:00 PM, or from 6:00 PM to 6:00 am the next day (7 days on/7days off).

Any Shift assignment change will be discussed with the affected employees and the Union prior to the implementation and the Company will endeavour to avoid unnecessary change to shift assignments.

c) Clause 12.02:

Overtime work is defined as authorized work performed by an employee outside of his scheduled shift, as determined by Clause 12.01, and will be paid at the rate of time and one-half, except that two times the employee's regular hourly rate will be paid for work performed after fourteen (14) continuous hours of work, and two times the employee's regular hourly rate will be paid for work performed on the employees days of rest before coming back to work for a minimum of two (2) consecutive scheduled shifts, as determined in Clause 12.01.

d) Clause 13.02

Plant holiday pay will be computed on the basis of twelve (12) hours at the employee's regular hourly rate.

e) Clause 18.03:

The words "fourth working day of sickness" in the fourth line of this clause are to be interpreted to mean "after the sickness has lasted, during the twenty-four (24) hours which the employee would otherwise have worked as per Clause 12.01, from the start of his first scheduled shift following the beginning of his sickness".

4. Double time will be paid for all hours worked on a statutory holiday. For 12 hour shift employees who work on the holiday, pay will be based on 12 hours statutory pay plus 12 hours at double time. For those who do not work, pay will be 12 hours statutory holiday pay. No other day will be substituted for statutory holidays.
5. The Company will reimburse the initial and annual renewal registration fees for power engineers under the Alberta Boilers Safety Association.
6. Each Scotford Technician will, the last pay period of each year of the collective agreement, be paid 15.2 hours at straight time rate to compensate for the relief change over.

## MEMORANDUM OF AGREEMENT

**BETWEEN:** AIR LIQUIDE CANADA INC.

**AND:** UNIFOR LOCAL 777

**SUBJECT:** Strathmoor Technician

This Memorandum of Agreement is part of the Collective Agreement and expires at the same time.

This Memorandum of Agreement applies only to Strathmoore Technician.

For the life of this Memorandum of Agreement, the following amendments will be made to the collective agreement in existence, insofar as it is applied to employees covered by this Memorandum of Agreement:

1. Article 12.01a) is amended to read:  
The regularly scheduled hours for Strathmoore Technician will be of forty-two (42) hours per week Monday to Thursday and the regular hours in a shift will be ten hours point five (10.5) hours.
  
2. Article 12.02a) is amended to read:  
Overtime work is defined as authorized work performed in excess of an employee's regular workweek or regular daily shift.  
Overtime is paid as follows:

Work performed for the first two (2) hours either before or after his regularly scheduled hours: time and a one half (1 1/2 times his regular hourly rate);

Work performed after twelve point five (12.5) continuous hours: double time (2 times his regular hourly rate);

Work performed on a non scheduled day: double time (2 times his regular hourly rate).

Furthermore, provided the employee has worked all the regularly scheduled shifts within his regular pay period, the 81st through 84th inclusive regularly scheduled hours worked will be paid at the rate of one and one half (1 1/2) times the employee's regular hourly rate.

## MEMORANDUM OF AGREEMENT

**BETWEEN:** AIR LIQUIDE CANADA INC.

**AND:** UNIFOR LOCAL 777

**SUBJECT:** SCOTFORD MAINTENANCE

This Memorandum of Agreement is part of the Collective Agreement and expires at the same time.

This Memorandum of Agreement applies only to Scotford Maintenance Technicians.

For the life of this Memorandum of Agreement, the following amendments will be made to the collective agreement in existence, insofar as it is applied to employees covered by this Memorandum of Agreement:

1. Article 12.01a) is amended to read:

The regularly scheduled hours for Scotford Maintenance Technicians will be an average of forty (40) hours per week Monday to Friday and the regular hours in a shift will be nine (9) hours (8h00am to 5h30pm) for the first eight (8) days and eight (8) hours (8h00am to 4h30pm) for the ninth (9<sup>th</sup>) day with a half-hour unpaid lunch. The schedule will be staggered to allow a Friday off every other week.

2. Article 12.02a) is amended to read:

Overtime work is defined as authorized work performed in excess of an employee's regular workweek or regular daily shift. Such overtime will be paid at the rate of one and one half (1½) times the employee's regular hourly rate, except that two (2) times the employee's regular hourly rate will be paid for work performed after two (2) hours of overtime and for work performed on the employee's first, second and subsequent consecutive scheduled weekly day of rest.

3. The schedule of work will be as follows:

|        |         | Sun | Mon | Tues | Wed | Thurs | Fri | Sat |
|--------|---------|-----|-----|------|-----|-------|-----|-----|
| Week 1 | Shift A | Off | 9   | 9    | 9   | 9     | 9   | Off |
|        | Shift B | Off | 9   | 9    | 9   | 8     | Off | Off |
| Week 2 | Shift A | Off | 9   | 9    | 9   | 8     | Off | Off |
|        | Shift B | Off | 9   | 9    | 9   | 9     | 9   | Off |

## MEMORANDUM OF AGREEMENT

**BETWEEN:** AIR LIQUIDE CANADA INC.

**AND:** UNIFOR LOCAL 777

**SUBJECT:** CO2 OPERATORS

This Memorandum of Agreement is part of the Collective Agreement and expires at the same time.

This Memorandum of Agreement applies only to CO2 Operators.

For the life of this Memorandum of Agreement, the following amendments will be made to the collective agreement in existence, insofar as it is applied to employees covered by this Memorandum of Agreement:

1. Article 12.01b) is amended to read:  
The regularly scheduled hours for CO2 Operators will be forty (40) hours per week Sunday to Saturday and the regular hours in a shift will be eight (8) hours with a half-hour unpaid lunch. In consideration for being on call for one week every other week, CO2 Operators will be required to work only four hours on Saturdays and Sundays and will receive an on-call premium equivalent to one and one half (1.5) hour at regular hourly rate for each week they are on-call.
2. CO2 Operators will be on-call for the first seven (7) days of their ten (10) days rotation starting at 3h30pm Tuesday to the following Tuesday at 7h00am.
3. If the Company decides to allow CO2 Operators to use a Company computer from home while being on-call, the parties must mutually agree on compensation for such work prior to implementation.
4. Hours of work: "Monday to Friday: 8h00am to 4h30pm  
Saturday & Sunday: 8h00am to 12h00pm"
5. Plant holiday pay will be computed on the basis of eight (8) hours.
6. The schedule of work will be as follows:

|        |         | Sun | Mon | Tues | Wed | Thurs | Fri | Sat |     |
|--------|---------|-----|-----|------|-----|-------|-----|-----|-----|
| Week 1 | Shift A | Off | Off | 8    | 8   | 8     | 8   | 8   | 4   |
|        | Shift B | 4   | 8   | 8    | 8   | 8     | 8   | Off | Off |
| Week 2 | Shift A | 4   | 8   | 8    | 8   | 8     | 8   | Off | Off |
|        | Shift B | Off | Off | 8    | 8   | 8     | 8   | 8   | 4   |

**MEMORANDUM OF AGREEMENT****BETWEEN: AIR LIQUIDE CANADA INC.****AND: UNIFOR LOCAL 777****SUBJECT: Technological changes, partial or complete plant closure**

The parties recognize the mutual concern that surrounds the possibilities of technological changes and partial or complete plant closure. The Company agrees that when major permanent changes of that nature will result in one (1) or more permanent lay-offs, it will give three (3) months notice except if the partial or complete plant closure is caused by circumstances mentioned in (e) below and will discuss such changes with the Union. The Company will make every reasonable effort, where practical, to work with the Union in attempts to find alternative employment for affected employees when they are permanently laid off.

When it is not expected that those affected will be re-hired, a separation allowance will be paid to the employees subject to the following conditions:

- a) They have two or more years of seniority.
- b) They are actively employed by the Company and accumulating seniority.
- c) They have not refused an offer of employment by the Company in the same plant or in another unit of the Company of which the location is reasonably accessible to the location of the place of employment from which the employees are being separated.
- d) They have not refused an offer of employment where the requirements are not substantially different from the work they previously performed and provided that they cannot be reasonably expected to perform the offered work satisfactorily.
- e) The closing or partial closing is not brought on by war, strike, walkout, work stoppage, slow-down, or other cessation of work, fire, flood or other natural disaster, government action, or an Act of God.
- f) In order to qualify for separation allowance, employees will continue to perform their work in a satisfactory manner as long as required.
- g) The separation allowance will be as follows:  
Two weeks' pay plus two weeks' pay for each year of continuous service provided the employee has at least one year of continuous service. Severance pay for partial year of service will be calculated on a pro-rated

basis. Severance allowance is to a maximum of fifty-two (52) weeks. A weeks pay shall equal 40 hours at the employee's base salary rate.

- h) An employee who resigns prior to the date of the lay-off notice or is terminated for just cause will not receive a separation allowance.
  
- i) Employees who accept separation pay under these provisions will be terminating their seniority and their employment relationship with AIR LIQUIDE CANADA INC. and shall have no further rights under this agreement.

**MEMORANDUM OF AGREEMENT**

**BETWEEN:** AIR LIQUIDE CANADA INC.  
**AND:** UNIFOR LOCAL 777  
**RE:** Maintenance Shop.

The parties agree to the following:

1. This Memorandum of Agreement applies to Maintenance Shop employees.
2. A Transport-Trailer Mechanics must register in Heavy Equipment Technician/Welding Apprenticeship program for which they will automatically be granted leave of absence as required by the program. While on leave of absence, they will remain covered under the group life insurance plan, the dental plan, the insurance provider and Alberta Health Care Insurance plans, provided they assume their normal share of these benefits. The Company will reimburse registration fees upon submission of proper proof. The employee who is enrolled in a program must follow the guide lines of the Apprenticeship Board.
3. Article 12.01 of the collective agreement is amended by adding the following: The regularly scheduled hours for the Maintenance Shop employees will be forty (40) hours per week Sunday to Saturday and the regular daily hours will be eight (8) hours for those employees working on eight (8) hour shifts and ten (10) hours for those employees working on ten (10) hour shifts.
4. Article 12.02 of the collective agreement is amended by adding the following: Overtime work is defined as authorized work performed in excess of an employee's regular workweek or regular daily shift as set out in clause 12.01. Such overtime will be paid at the rate of one and one-half (1½) times the employee's regular hourly rate, except that two (2) times the employee's regular hourly rate will be paid for work performed after ten (10) continuous hours of work for employees on 8 hour shifts and after 12 continuous hours of work for employees on 10 hour shifts and for work performed on the employee's first, second and subsequent scheduled weekly day of rest. However, overtime work performed on the employee's first scheduled weekly day of rest that would otherwise be contracted-out will be paid at the rate of one and one-half (1½) times the employee's regular hourly rate.
5. The parties agree to maintain the past practice on contracting-out work (sandblasting and painting, major structural changes, full running gear jobs, testing of tanks, major rehabs, excess work, etc).

6. A premium of seventy-five cents (\$0.75) per hour worked will be paid to an employee who accepts a temporary assignment to replace a supervisor. Such premium will not form part of an employee's hourly rate.

7. Article 13.02 is amended to read:

Plant holiday pay will be computed on the basis of eight (8) hours for employees on eight (8) hour shifts and on the basis of ten (10) hours for employees on ten (10) hour shifts.

8. Maintenance Shop Shift Schedule

Maintenance shop employees will work on a four-week rotation. The shop supervisor or his replacement will assign the employees to each shift.

Week one will consist of 5 eight-hour day shifts Monday to Friday;

Week two will consist of 4 ten-hour day shifts Monday to Thursday;

Week three will be Monday and Tuesday ten-hour afternoon shifts and Friday and Saturday ten-hour day shifts;

Week four will be Sunday ten-hour day shift and Wednesday, Thursday and Friday ten-hour afternoon shifts.

Eight-hour day shift 6:00am to 2:30 pm

Ten-hour day shift 6:00am to 4:30 pm

Ten-hour afternoon shift Noon to 10:30 pm

When a maintenance shop employee is away for an extended period of time or when the number of employees drops below eight, these shifts can be modified by mutual agreement.

9. The Company will supply a Spring/Fall jacket to Maintenance Shop employees. This jacket will be replaced as necessary due to normal wear and tear provided damaged clothes are returned.
10. The Company will reimburse employees for the actual receipted cost of kneepads to a maximum of \$40.00 per year. An employee, who does not spend the maximum or does not buy kneepads at all, will have the remaining money credited towards the purchase of kneepads at a future date.
11. A premium of ninety-five cents (95¢) per hour worked will be paid to Maintenance Shop Mechanics who have their CVIP license. Such premium will not form part of an employee's hourly rate. It is understood that it is part of their responsibility to sign-off on documents when required.
12. The Company will reimburse notary fees to obtain police criminal record check if an employee uses one of the notary firms approved by the Company.
13. Each employee will receive a tool allowance of \$500 each contract year.

This Memorandum of Agreement is part of the Collective Agreement between the parties and therefore expires at the same time.

### MAINTENANCE SHOP SCHEDULE

| Shift for seven (7) Shop Mechanics or less (with one (1) eight (8) hour position rotating between days and afternoons) |          |           |           |           |           |           |           |
|--|----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Week   | Sunday   | Monday    | Tuesday   | Wednesday | Thursday  | Friday    | Saturday  |
| #1   |          | Day 10 hr | Day 10 hr | Day 10 hr | Day 10 Hr |           |           |
| #2   |          | Aft 10 hr | Aft 10 hr |           |           | Day 10hr  | Day 10 hr |
| #3   | Day 10hr |           |           | Aft 10 hr | Aft 10 hr | Aft 10 hr |           |
| Shift for eight (8) Shop Mechanics or more   |          |           |           |           |           |           |           |
| Week   | Sunday   | Monday    | Tuesday   | Wednesday | Thursday  | Friday    | Saturday  |
| #1   |          | Day 8 hr  | Day 8 hr  | Day 8 hr  | Day 8 hr  | Day 8 hr  |           |
| #2   |          | Day 10 hr | Day 10 hr | Day 10 hr | Day 10 hr |           |           |
| #3   |          | Aft 10 hr | Aft 10 hr |           |           | Day 10hr  | Day 10 hr |
| #4   | Day 10hr |           |           | Aft 10 hr | Aft 10 hr | Aft 10 hr |           |

The shop schedule will follow the schedule in the current CBA for seven (7) or less mechanics with the exception that during week #3 of the rotation only 1 mechanic will be scheduled to work on the Sunday Early AM shift. To accomplish this on a rotating basis 1 or more (if there are more than 2 mechanics on that shift) will move the scheduled Sunday Early AM shift to start on the Tuesday following. If needed at the company discretion other employees may be offered additional hours of work on this Sunday shift if demand warrants.

- Each mechanic in turn will make this adjustment to their schedule so that the Sunday Early AM shifts are distributed as equally as possible across all the shifts and across all the technicians in all shifts.
- To ensure complete shop coverage 7 days a week for occasions when the employee scheduled to work on the Sunday shift is absent, that employee's shift will be covered by the next employee scheduled to work Sunday from the same shift at no incurred overtime costs to the company.

- Start times for the shifts will remain the same with the exception of the Ten-Hour Late AM shift where the start time will be 8:00am and the finish time will be 6:30 pm.

The shop schedule will follow the schedule in the current CBA for eight (8) or more mechanics with the exception that during week #4 of the rotation only 1 mechanic will be scheduled to work on the Sunday AM shift. To accomplish this on a rotating basis 1 or more (if there are more than 2 mechanics on that shift) will move the scheduled Sunday Early AM shift to start on the Tuesday following. If needed at the company discretion other employees may be offered additional hours of work on this Sunday shift if demand warrants.

- Each mechanic in turn will make this adjustment to their schedule so that the Sunday Early AM shifts are distributed as equally as possible across all the shifts and across all the technicians in all shifts.
- To ensure complete shop coverage 7 days a week for occasions when the employee scheduled to work on the Sunday shift is absent, that employee's shift will be covered by the next employee scheduled to work Sunday from the same shift at no incurred overtime costs to the company.
- Start times for the shifts will remain the same with the exception of the Ten-Hour late AM shift where the start time will be 8:00am and the finish time will be 6:30 pm.

\* No Afternoon or Night Shift Premiums will be paid on any shift for the Maintenance Shop

### **MAINTENANCE SHOP TOOL POLICY**

- 1) Maintenance Shop employees have to supply their own tools.
- 2) Air Liquide Canada will supply consumable items such as drill bits, dyes, blades, taps, grinding wheels, etc. Air Liquide Canada Will supply an air chisel and a ¾" & 1½" impact for the shop.
- 3) Maintenance Shop employees will provide and supply to Supervisor make, model & serial # for 3\8" & ½" drills, 3\8" & ½" impact, die grinders and 3\8" air ratchets. Only the items that are on the list in possession of the Supervisor will qualify under this policy.
- 4) The items listed in #3 above will be repaired for normal wear & tear using repair kits at ALC's expense, provided the tools have not been misused or abused, in which case the employee will absorb the cost.
- 5) Maintenance Shop employees are expected to provide tools of good quality in order to perform their job adequately. If the defective tool is not a brand name, the mechanic will provide his Supervisor with a quote to repair it and will only proceed with the necessary repairs upon approval from his Supervisor. The Supervisor will make the decision on whether the tool is economical to repair. If the tool is not economical to repair, ALC will reimburse the Mechanic the reasonable replacement value of a similar tool provided the Mechanic purchases a new brand name tool that can be repaired with a repair kit. (Mechanic will provide his Supervisor a copy of the invoice)
- 6) Maintenance Shop employees hand tools will be covered by the manufacturer.
- 7) Air Liquide Canada will replace tool(s) or tool boxes in the event they are lost, damaged or destroyed due to fire, flood or criminal action, i.e. forced entry if the mechanic has supplied the Shop Supervisor with a list of his tools, detailing the make, model and description, including serial numbers where applicable. Only items on the list in the possession of the Supervisor will qualify.
- 8) Specialty tools required for CVIP's will be supplied and repaired by the Company. All other tools needed for the shop will be purchased by the Employee and the Company determined if the tool should fall under paragraph 13 of the memorandum of agreement.

## MEMORANDUM OF AGREEMENT

**Subject:** TEN HOUR SHIFTS

1. This Agreement will remain in effect until either of the parties gives the other party written notice that it wishes to terminate it, and the Agreement will terminate fifteen (15) days following receipt of such notice.
2. This Agreement applies to all employees in the bargaining unit working ten (10) hour shifts except Maintenance Shop employees. Other groups of employees can accede to this Agreement upon approval of both signing parties.
3. For the life of this Agreement the following amendments will be made to the Collective Agreement in existence, insofar as it is applied to employees covered by this Agreement:
  - a) Clause 13.02  
Plant holiday pay will be computed on the basis of ten (10) hours at the employee's regular hourly rate.
  - b) Clause 12.02  
Overtime will be paid at the rate of one and one half (1½) times the employee's regular hourly rate except that two (2) times the employee's regular hourly rate will be paid for work performed after twelve (12) continuous hours of work and for work performed on the employee's first, second and subsequent consecutive schedule weekly day of rest.
  - c) Clause 12.01 is amended by:  
The regularly scheduled hours of employees covered by this agreement will be forty (40) hours per week in four (4) consecutive days Monday to Friday, and the regular daily hours will be ten (10) hours.

## MEMORANDUM OF AGREEMENT

**Subject: TEN HOURS WEEKEND SHIFT**

1. This Memorandum will remain in effect until either of the parties gives the other party written notice that it wishes to terminate it and it will terminate fifteen (15) days following receipt of such notice.
2. This Memorandum applies to all employees in the bargaining unit working on the ten (10) hours weekend shift.
3. For the life of this Memorandum, the following amendments will be made to the Collective Agreement in existence, insofar as it is applied to employees covered by this Memorandum:
  - a) Article 12.01: Amend to read:

The regularly scheduled hours of employees covered by this agreement will be forty (40) hours per week in four (4) consecutive days Friday to Monday and the regular daily hours will be ten (10) hours.
  - b) Article 12.02: Amend to read:

Overtime is defined as authorized work performed by an employee outside of his scheduled shift, as determined by article 12.01, and will be paid at the rate of one and one half (1½) times the employee's regular hourly rate except that two (2) times the employee's regular hourly rate will be paid for work performed after twelve (12) continuous hours of work and for work performed on the employee's first, second and subsequent consecutive schedule weekly day of rest.
  - c) Clause 13.02

Plant holiday pay will be computed on the basis of ten (10) hours at the employee's regular hourly rate.