

THIS AGREEMENT entered into this 19th day of September, 2018.

BETWEEN

PARTY OF THE FIRST PART

LINDE CANADA LIMITED

A company duly incorporated under the laws of Canada and registered under the laws of the Province of Alberta, and having its office at 1309 – 8th Street, Nisku Industrial Park, in the County of Leduc, Province of Alberta

Hereinafter referred to as the “Company”

AND

PARTY OF THE SECOND PART

**MISCELLANEOUS EMPLOYEES,
TEAMSTERS LOCAL UNION No. 987 OF ALBERTA**
Of the City of Edmonton, Province of Alberta

Hereinafter referred to as the “Union”

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WHEREAS the Company and the Union desire to establish and maintain conditions which will promote a harmonious relationship between the Company and the employees covered by the terms of this Agreement and desire to provide methods of fair, amicable adjustment of the disputes which may arise between them. NOW THEREFORE the Union and the Company mutually agree as follows:

ARTICLE 1 – BARGAINING AGENCY AND DEFINITION

- 1.01** The Company recognizes the Union as the sole Collective Bargaining authority for those persons covered by the Certificate, number 113-2007, issued by the Alberta Labour Relations Board for the Nisku Branch employees and Administrative Assistant.
- 1.02** Management shall not perform duties that are normally performed by the employees they supervise except where the work is:
- (a) For the purpose of instruction or coping with an emergency
 - (b) To overcome operational difficulties caused by the unforeseen absence of an employee(s) due to illness, injury or being absent without leave.
 - (c) Testing of new equipment
 - (d) In the interest of Safety, and Experimental work
 - (e) In the confines of a Continuous Improvement or Six Sigma event
 - (f) Any other activities mutually agreed by the Company and employees as required

No Bargaining Unit employees will have regular duties or hours of work displaced during these events.

Under normal circumstances, Management shall first inform the Shop Steward of the reasons for performing such work.

ARTICLE 2 – NO DISCRIMINATION

- 2.01** Every employee has the right to equal treatment with respect to all aspects of the exercise of managerial authority by the Company and Union Representation. Such equal treatment shall be without discrimination because of race, marital status, religious beliefs, family status, colour, age, gender, ancestry, physical disability, place of origin, mental disability, source of income, sex, or sexual orientation.
- 2.02** Whenever the male gender is used throughout the Articles within this Agreement, it is agreed that the feminine gender is an acceptable substitute whenever and wherever the feminine gender is applicable.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 Except and as to the extent specifically modified by this Agreement, the Union agrees that the Company has the exclusive right to manage the enterprise in which the Company is engaged and to deal with all matters concerning the operation of the Company's business. This shall include, this enumeration being merely by way of illustration and not by way of limitation, the right to:

- (a) Manage and direct the working forces, including the right to hire and to suspend, discipline or discharge employees for just cause.
- (b) To set the qualifications required for a position.
- (c) Determine the extent, means and manner of reducing or increasing the operation or the employees subject to the terms of this Agreement.
- (d) Assign, promote, and/or transfer employees to positions and classifications not covered by this Agreement, it being understood that employees in the Bargaining Unit cannot be forced to take a position outside the Bargaining Unit.
- (e) Schedule employees, to determine the number of employees, to establish the supervision required, the number of hours and shifts to be worked, the need for overtime.
- (f) Make such operating changes as are deemed necessary for the efficient and economical operation of the Branch, including the right to change the normal work week, the number of hours normally worked during the work week, the length of the normal workday, the hours of work, the beginning and ending time of each shift or assignment, and the number of shifts to be operated.
- (g) Make or alter reasonable rules and regulations, to maintain order and discipline, efficiency and productivity and to establish and determine the methods, processes and means of providing the services required; to introduce the use of new or improved methods, technical advancement and equipment.
- (h) In the exercise of its Management rights, the Company shall comply with the provisions of the present Agreement and the paragraphs above shall not deprive employees or the Union of the right to have recourse to the grievance and arbitration procedure provided for in the present Agreement.

3.02 Failure by the Company to exercise any of its Management Rights or other rights must not be considered to be an abandonment of those rights or create a waiver unless agreed by the Company in writing. Prior to management enforcing any rights that they have abandoned or perceived to have abandoned, the Company shall inform all employees and the Union in writing.

ARTICLE 4 – TERM OF AGREEMENT

- 4.01** This Agreement shall be in full force from and including September 28, 2018 to and including September 27, 2022 and shall continue in full force and effect from year to year thereafter, subject to the right of either party to this Agreement, within three (3) months immediately preceding the date of 27 September, 2022 or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other party to commence Collective Bargaining with a view to the conclusion or a renewal or revision of the Collective Agreement or a new Collective Agreement.
- 4.02** Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike and such strike has been implemented, or the Company shall give notice of lockout and such lockout has been implemented, or the parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.
- 4.03** It is agreed that for the duration of the present Agreement there shall be no strike nor lock-out, nor work slowdown nor total stoppage of work. The parties agree not to counsel nor encourage the above-mentioned actions.

ARTICLE 5 – UNION SECURITY

- 5.01** The Company agrees that all branch employees shall be members in good standing of the Union as a condition of employment. The Union recognizes the right of the Company to hire whoever he chooses, subject to the seniority provisions contained herein. A copy of all job postings shall be provided to the Shop Steward.
- 5.02** The Company agrees to have new employees fill in the membership cards, which the Union would make available to the Company, and remit same within fourteen (14) days of the employees commencing employment.
- 5.03** The Company agrees that in the event temporary agency personnel are used to fill a vacancy the following conditions must apply:
- Utilizing the Union’s billing format, the Agency shall remit to the Union on a monthly basis an assessment fee equal to a month’s Union dues for each temporary employment agency personnel utilized.
 - Temp agency personnel will be considered part of the Bargaining Unit.
 - After 3 months of continuous service a temp agency person shall be considered a regular employee and time served shall be considered part of the probationary period as per Article 20.03 of the CBA.

- Seniority date for temporary employment agency personnel entering into service with the Company will be established on the actual date Company employment commences.
- Temp Agency personnel shall be assigned entry-level work.
- Temp agency personnel will not be hired to fill in for vacation and/or summer employment purposes.
- Temp agency personnel shall be hired for volume fluctuations or specific work projects that cannot be performed by a regular Bargaining Unit employee.
- Temp agency personnel shall be hired as a last resort and shall be communicated to the Union prior to any hiring.

ARTICLE 6 – DEDUCTIONS OF DUES AND INITIATION FEES

- 6.01** All employees shall be required by the Company to sign a form authorizing the Company to deduct from each pay the equivalent of the amount authorized as Union dues, initiation fees, fines, or assessments by the Constitution of the Union. Such authorization shall be irrevocable during the term of this Agreement.
- 6.02** The Union shall on the first (1st) day of each month for that month, send in duplicate to the Company a check-off statement setting out the names of employees and the amount of dues, initiation fees and fines or assessments they owe to the Union.
- 6.03** The Company shall then, during that month, make deductions from the employees listed thereon and also from any employee who started employment that month, an amount equivalent to the Union's dues, and add that employee's name and the dues deducted for same to the statement sent to the Company by the Union.
- 6.04** The Company agrees to remit such deductions by cheque by the tenth (10th) of the month following the month in which the deductions are made to the Secretary-Treasurer of the Union, together with a written statement of the names of the employees for whom the deductions were made and the amount of each deduction.
- 6.05** The Union shall indemnify and save the Company harmless against all claims or other forms of liability that may arise out of any actions taken by the Company in compliance with this Article.

ARTICLE 7 – UNION ACTIVITIES OF EMPLOYEES AND LEAVE OF ABSENCE

7.01 The Company agrees to allow reasonable time off work, with pay, to the employee who is serving on the Union committee for the purposes of discussions with the Company and the represented employees. Prior to leaving his regular Company duties, the Committee person must obtain permission from his Supervisor, or his delegate, to do so and when resuming their regular duties, they will report to the Supervisor, or delegate. Payment of hours by the Committee person spent in dealing with grievances will be paid at the regular hourly rate. This provision will only apply to time spent in dealing with grievances in the Branch during the employees' regular working hours and does not include time spent on grievances after they have reached the arbitration stage.

The Company further agrees to give consideration for the Union delegate to attend, without pay, Union conferences and functions, to an annual maximum of twenty (20) hours, provided all requests for time off are in writing, are reasonable and do not unduly interfere with the proper operation of the business. The committee person shall provide their written request to Management at least thirty (30) days prior to requested attendance. Management shall provide a response within five (5) working days of such request.

7.02 Whenever an employee is unable to perform work as a result of sickness or an injury incurred on or off the job, the Company will grant an unpaid leave of absence as supported by a doctor's certificate. Compensation payments will be based on the current Workers Compensation or Weekly Indemnity/Long term disability provisions at the time of the incident.

The provisions of this Clause shall not apply to any employee who is unable to perform work as a result of injuries sustained while committing an offense for which he has been found guilty.

7.03 If an employee desires a leave of absence for reasons other than those referred above, he must obtain permission in writing from the Company. Such leave shall be provided without pay. No leave of absence will be granted to accept employment or remuneration elsewhere.

7.04 In any instance where an employee accepts other employment and/or remuneration outside of the Company, without the consent of the Company, when on leave of absence for any reason, his employment may be terminated subject to proper proof of same.

In the event that, during a leave of absence due to illness or injury, an employee accepts other employment and/or remuneration outside of the Company for the purposes of re-entry to the workforce, or otherwise, while in the employment of the Company, the employee must advise management of the terms and conditions of such employment/remuneration within five (5) days of accepting such offer. The Company reserves the right to conduct whatever inquiries it believes necessary to ensure that the employee:

- (a) Is not, during the leave of absence, participating in a business contrary to Article 25.01 of this Agreement;
 - (b) is physically fit to return to his regular duties following the leave of absence.
- 7.05** When an employee suffers an injury or illness that requires his absence, he shall personally report the facts to the Supervisor as soon as possible so that adequate replacement can be made.
- 7.06**
 - (a) All time lost by an employee due to necessary attendance for jury selection or jury duty, subpoena as a witness to any trial or hearing, regarding any incident that occurred while on Company business, shall be paid for at the regular rate of pay applicable to said employee. Any employee on jury duty shall reimburse the Company all jury duty pay received by the Courts and make himself available for work before or after being required for such duty whenever practical.
 - (b) Employees will be granted unpaid leave for attending any court proceedings related to the actions of the employee on or off duty. The employee shall be reimbursed for lost time should the employee be found innocent of any charges related to carrying out the normal duties of their employment with the Company. Management reserves the right to provide the leave with pay for such court proceedings subject to the employee demonstrating to the Company their innocence in the matter prior to the commencement of the court proceedings. All time lost in completing driver's tests or doctor's examinations in connection with his or her employment, shall be paid for at the regular rate of pay applicable to said employee.
- 7.07**
 - (a) In the case of death in the immediate family, the employee affected shall be granted bereavement leave with full pay, provided these days are taken at the time of the funeral, for three (3) consecutive working days, exclusive of weekends or days off. One (1) additional day of bereavement shall be granted if the funeral is out of Province.
 - (b) Immediate family means: current spouse, current common law spouse, child, parent, brother, sister, grandchild, grandparent, current stepparent, current stepchild, current sister in law, current brother in law, current mother in law, current father in law, current spouses' grandparents.
 - (c) For the purpose of this Article, common law spouse is defined as a person who has lived in common law with the employee, in the same dwellings, for a period exceeding one (1) year.
 - (d) As operational requirements permit, the Company may agree to grant additional time off, without pay, for the purpose of handling legal and family matters, or for traveling in order to attend the funerals and additional matters related to the death in the immediate family.

- 7.08** It shall be the duty of employees to notify the Company promptly of any change in address and marital/family status. If an employee fails to do so, the Company will not be held responsible for failure to reach such employees or other consequences.
- 7.09** Any person employed in a classification requiring a driver's license, who suffers revocation of such license, will be reclassified to other work within the Bargaining Unit, if such work is available, provided the employee is qualified to perform such work and as long as the reclassification does not result in layoff of any employees within the Bargaining Unit.
- If reclassification is not feasible, the employee will be granted a leave of absence without pay for a period of time not to exceed twelve (12) months. Seniority will be retained and accrued during the leave of absence up to a maximum of twelve (12) months. The employee may seek payment of accrued vacation as at the commencement of leave of absence. The employee must provide a written request for such payment.
- 7.10** Reclassification or leave of absence will not be granted to an employee who is found guilty of an offence such as driving while under the influence, speeding in a school zone, dangerous driving that constitutes a criminal offence which, in such case, constitutes ground for discharge for just cause.
- 7.11** The employee may exercise his rights under Article 7.09 only once while in the employ of the Company.

ARTICLE 8 – SHOP STEWARDS

- 8.01** The Shop Steward who has been appointed to represent the employees within the Unit shall have no authority to alter, amend, violate or otherwise change any part of this Agreement. The Shop Steward shall report to the Union Officers and Management any alleged violation of this Agreement.
- 8.02** The Company shall recognize one (1) Shop Steward as a representative of the Union locally.
- 8.03** Any employee covered by this Agreement who is called into the Company office for a meeting that could result in discipline shall be informed of his rights to Union Representation.
- 8.04** No Disciplinary Action will be issued to a Bargaining Unit employee without a Shop Steward present. At such time Management shall notify Shop Steward prior to such action. Said employee will have the right to waive the presence of the Shop Steward at their discretion.
- 8.05** In the event the Shop Steward is absent, the Union shall have the right to appoint an alternative Shop Steward. The Union will inform the Company of the name of the alternate Steward.

ARTICLE 9 – WORK CLOTHES

9.01 All employees involved in the handling of cylinders will be required to wear Company approved metatarsal support type safety boots. The Company will supply safety boots at no cost to the employee as requested on the understanding that boots will be replaced at the discretion of the Supervisor upon examination of the worn-out pair. The Company agrees to supply winter boots to all drivers and will replace worn or unsafe boots in a timely fashion.

Employees who are not involved in the handling of cylinders will have a choice between one (1) pair of safety shoes with metatarsal guards, or a pair of safety shoes without metatarsal guards. The Company agrees to provide these employees with a safety shoe voucher and get the item through a Linde approved vendor.

9.02 Upon completion of a probationary period, the Company shall provide, free of charge, to all employees covered by this Agreement with Linde work clothes/uniforms, as required and as dictated by Company standards. Uniforms shall include (depending on job classification), but not be limited to: pants, shirts/blouses, hard hat, soft hats, gloves, rain gear/jackets, winter outer jackets, coveralls or smocks. Only Linde branded clothing will be permitted at work. Clothing that bears any other logo cannot be worn while at work.

9.03 The wearing of such uniforms will be mandatory and employees will be required to wear such Company uniforms from the beginning of a shift to the end of a shift, and during all hours worked in overtime. Employees must ensure that uniforms are properly cleaned at all times.

ARTICLE 10 – UNION NOTICES

10.01 The Company agrees to provide space that is readily accessible for official Union notices of direct interest to the employees.

10.02 The following items must be posted on said Notice Board:

- (a)** A current seniority list to be revised every six (6) months.

It will be the responsibility of the employees to bring any errors/omissions to the attention of the Shop Steward who in turn will bring such matter to Management's attention in order to make necessary and justified corrections.

ARTICLE 11 – CONFLICTING AGREEMENT

11.01 The Company agrees not to enter into any Agreement or Contract with the employees covered by this Agreement, individually or collectively, which in any way conflict with the terms and provisions of this Agreement, or any Statute of the Province of Alberta. Any such agreement will be null and void.

ARTICLE 12 – PROTECTION OF RIGHTS

12.01 It shall not be a violation of this Agreement and it shall not be cause for discipline or discharge, if any employee or employees refuse to go through the picket line of a Union, nor shall the exercise of any rights permitted by law be a violation of this Agreement. This shall not apply to picket or placard lines established as a result of a jurisdictional dispute between two (2) or more Unions.

12.02 The Company may make safety regulations in keeping with the requirements of the business. Failure on the part of an employee to comply with such regulations may warrant suspension or dismissal depending upon the severity of the neglect, however, any action taken by the Company shall be subject to the Grievance Procedure.

ARTICLE 13 – TRANSFER OF TITLE OR INTEREST

13.01 The Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns. In the event the entire operation or any part thereof is sold, leased, transferred, or taken over by sale, transfer, lease assignments, receivership, or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

13.02 The Company shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, or assignee of all or part of the business of the Company covered by this Agreement and shall advise any such Purchaser, transferee, lessee, or assignee of the provisions of Section 44 and 45 of the Alberta Labour Relations Code. Within forty-eight (48) hours of the closing of any sale, transfer, lease, or assignment of all or any portion of the business of the Company covered by this Agreement, the Company shall notify the Union of such sale, transfer, lease, or assignment and provide the Union with a copy of the notice hereinbefore referred to.

ARTICLE 14 – COMPLAINT & GRIEVANCE PROCEDURE

14.01 Any complaint, disagreement or difference of opinion between the Company, the Union, or the employees covered by this Agreement, which concerns the interpretation or application of the terms and provisions of this Agreement, shall be considered a grievance.

- 14.02** All grievances shall be resolved in accordance with the terms of this Agreement without stoppage of work, cessation of work, refusal to work, or refusal to continue to work, or slowdown.
- 14.03** Any employee, the Union or the Company, may present a grievance. Any grievance that is not presented within ten (10) working days following the event giving rise to such grievance, shall be forfeited and waived by the aggrieved party. This provision shall not be used to deny any employee his rights under the Provincial Labour Statutes.
- 14.04** An employee, who has a complaint relating to this Agreement, should first give his immediate Supervisor the opportunity to settle the disagreement before commencing the grievance process. The Supervisor will provide his response verbally within one (1) working day. If after discussing with his Supervisor, the disagreement is not settled to the employee's satisfaction, then the following steps of the Grievance Procedure will apply
- 14.05** Grievance Procedure

STEP 1 – Verbal Step

The Shop Steward will meet with the employee's immediate Supervisor within three (3) working days of the employee's discussion with the Supervisor and express the grievance verbally. The Supervisor will provide the Shop Steward his response verbally within three (3) working days of such meeting.

STEP 2 – Written Step

If the grievance is not settled to the satisfaction of the grieving party, it shall be submitted in writing to the Regional HR representative by the Union Business Agent within five (5) working days of such decision. A meeting between the grievor, HR, the Retail Manager and the Union Business Agent shall take place within five (5) working days of receipt of the written grievance. The Company shall respond in writing within five (5) working days of the meeting.

STEP 3

In the event the grievance is not settled at Step 2, the Union Business Agent will refer the grievance in writing to the Head of Employee Relations within five (5) working days of the receipt of the written decision from Step 2. The Head of Employee Relations and the Area General Manager as appropriate, will arrange a discussion of the grievance with the Union Business Agent within five (5) working days and will provide a response in writing within three (3) working days of such discussion.

STEP 4

If the grievance is not settled at Step 3, it may be referred to binding Arbitration.

- 14.06** Parties shall immediately endeavor to agree upon an Arbitrator. Failing such agreement, they shall then request the Minister of Labour for the Province of Alberta to appoint an Arbitrator.
- 14.07** It is agreed that the Union and the Company shall share the costs equally for the Arbitrator and facilities. Associated costs related to respective legal counsel and witnesses will be borne by the respective parties.
- 14.08** The decision of the Arbitrator shall be binding on both parties to this Agreement.
- 14.09** The Arbitrator shall not have jurisdiction to alter or change any of the provisions of this Agreement, nor to substitute any new provisions in lieu thereof nor give any decision inconsistent with the terms or provisions of this Agreement.
- 14.10** Any of the times mentioned in the grievance or arbitration proceedings may be extended by mutual agreement.
- 14.11** If an employee is discharged or suspended and the Union alleges such employee has been wrongfully discharged or suspended, the matter shall be taken up through the Grievance Procedure. In the event that a decision is made to reinstate any employee, he shall be returned to his position at the time of dismissal without loss of seniority
- 14.12** Any discharged or suspended employee may, within three (3) working days of his discharge or suspension, require in writing, that the Company give such reasons to him, in writing, within three (3) working days of such request. In the event of any dispute as to whether or not there was just cause for the discharge or suspension of an employee, only the reasons provided in writing will apply.
- 14.13** Any discipline on an employee's personal records will be deleted from such records two (2) years after the incident giving rise to such discipline, provided a similar incident has not occurred during a two (2)-year period.
- Any discipline on an employee's personal record, for a driving violation shall be null and void from such record one (1) year after the incident giving rise to such discipline, provided a similar incident has not occurred during the one (1) year period following the discipline.
- 14.14** A copy of any disciplinary letter given to an employee shall be forwarded to the Union.
- 14.15** No matter may be submitted to Arbitration which has not been properly carried through the required steps of the Grievance Procedure.
- 14.16** In the absence of any of the parties to a grievance, the process will be followed by their respective designates.

ARTICLE 15 – TECHNOLOGICAL OR PROCEDURE CHANGES

15.01 In the event the Company proposes the introduction of equipment or procedures requiring specialized training, the Company agrees to give first opportunity to employees, then on the payroll, through the Job Posting procedures, to operate this equipment and/or train employees to operate this equipment. The Company further agrees to inform the Union as soon as its final decision is made as to the introduction of new equipment or any procedural change.

15.02 In the event employees applying for such positions are required to write and pass aptitude tests, the Company agrees that it will do so at its own expense and that it will provide the employees with appropriate feedback.

ARTICLE 16 – JOB POSTING

16.01 (a) Employees seeking a transfer to another classification may do so subject to the provisions of this Article.

(b) Exclusive of all temporary relief and summer positions, new jobs or vacancies created within the Bargaining Unit and exceeding thirty (30) calendar days in duration, will be posted for a period of seven (7) calendar days, however the Company will have the right to simultaneously post externally after the 3rd working day. Vacancies will be filled if deemed appropriate by the Company in order to operate its branches in a cost-effective manner.

16.02 (a) Employees interested in applying for such positions shall apply in writing within the seven (7) calendar day posting period. Where employees are on vacation at the time of the posting, they may appoint the Shop Steward as proxy in applying for such vacancy on their behalf.

(b) In the event that two (2) or more candidates apply for the vacancy, the Company shall consider the skills, ability, physical fitness and past work performance of the applicants. Qualifications and/or certifications being equal amongst all applicants, seniority shall govern. In order to qualify for a vacancy, employees must have received at least a rating of three (3) out of five (5) in their most recent performance evaluation.

(c) The Company must post the name of the successful candidate within ten (10) working days following the posting period and dependent on the availability of the Branch Manager.

(d) The appointed applicant will be placed into the position and paid the higher rate if applicable no later than the fifteenth (15th) calendar day following the posting of his name as the appointed applicant.

- (e) The Company and the successful applicant will have thirty (30) calendar days to decide on the permanency of the assignment. Should either party not agree to such permanency, the employee will return to his previous position in the Bargaining Unit.
- (f) In the event that employees applying for such vacancies are required to pass aptitude, skills and/or physical performance tests, such testing will be at the Company's expense and employees will be given appropriate feedback. Regular wages will be paid to the employees engaged in such activities.

16.03 When a new job classification not covered by this Collective Agreement is introduced, the Company will consult with the Union to establish a suitable wage scale.

16.04 Whereas the parties agree that the Company has the right to define the route territories based on customer demands and route optimization. The Company shall endeavor to maintain defined territories where possible and such territories will be assigned by seniority. It is understood that an employee will not arbitrarily be displaced from a territory, with the exception of Article 20.05.

ARTICLE 17 – PAYDAY AND PAY STATEMENTS

17.01 Employees to be paid via direct deposit method.

17.02 All employees paid through Company payroll will be placed on the Company's on-line pay stub system.

17.03 Employees shall be paid weekly on Friday for the period Monday to Sunday of the previous week.

ARTICLE 18 – ANNUAL VACATIONS

18.01 The vacation year coincides with the fiscal year and runs from January 1st through December 31st. Vacation is to be taken during the calendar year in which it is earned. Employees are advanced their annual vacation entitlement at January 1st of each year. If a holiday falls during the vacation period, the holiday will not be counted as a vacation day used. Vacation schedules and entitlement are listed below for full time and permanent part-time employees who work a minimum of twenty (20) hours per week or more.

Full time employees and permanent part time employees shall be entitled to annual vacations in accordance with the following schedule of continuous service at January 1st:

<u>Years of Service</u>	<u>Vacation Entitlement</u>
0 to 2 years	Two weeks (prorated for new employees in their year of hire)
3 to 9 years	Three Weeks
10 to 19 years	Four Weeks
20 to 29 years	Five Weeks
30 years or more	Six Weeks

Vacation pay will be paid out (based on a forty (40) hour week) as vacation time is taken.

Part time employees' vacation pay entitlement shall be calculated as a percentage of earnings based on years of service as follows:

<u>Years of Service</u>	<u>Vacation Entitlement</u>
0 to 2 years	4%
3 to 9 years	6%
10 to 19 years	8%
20 or more years	10%

Vacation pay for part time employees is paid out on every pay cheque. As a result, any days taken as vacation by such employees will be unpaid during the time off.

18.02 Vacation entitlements will be determined each year based on an employee's completed service on January 1st of that year.

18.03 Any employee requesting vacation from January 1st to the end of February must apply no later than December 15th of the previous year, the employer shall respond no later than five (5) working days from the receipt of the request. Any vacation time during this period shall be granted on a first-come-first-serve basis and shall not affect the initial two (2) weeks vacation selection. In the event two (2) vacation requests are made on the same day, seniority shall prevail.

No later than the last working day in February of each year, the employees shall submit their first (1st) and second (2nd) choice two (2) week vacation selection, through completion of a vacation request form. The Employer will process the vacation requests in order of seniority, and will return a signed copy of the request to each employee within five (5) working days. The Company shall post a vacation calendar by March 15th. The calendar shall remain posted for the balance of the year. The employees will then select their remaining vacation entitlement by the last working day of March. Once the vacation list is completed, vacations shall not be altered except by mutual consent of both parties.

- 18.04** Vacation pay will be the employee's applicable percentage (4% - 6% - 8% - 10% or 12%) of gross earnings in the period of January 1 to December 31 of the current year. There shall be no carry over of vacation days. The Company will do an annual vacation reconciliation normally in February of the following year and where the percent of gross earnings is greater than actual vacation pay, the Company shall pay the employee the difference.
- 18.05** During the peak periods from June 1st to the end of September employees will be allowed to take vacations not to exceed two (2) weeks duration. Employees entitled to more than two (2) weeks' vacation per year may be eligible for a second round of vacation selection during the peak period in accordance with their seniority.
- 18.06** In order to ensure the safe and effective operation of the branch, no more than two (2) employees are entitled to vacation at the same time, one (1) from either Utility 1 or Utility 2 and one (1) from either Utility 3 or Utility 4 Classifications. Where conflict exists within the grouped classifications, preference will be given to the most senior employee requesting a block of one (1) week. At the discretion of the Company, more than two (2) employees may take holidays in the same period of time, providing it is established the operations will not be jeopardized.
- 18.07** An employee who is entitled to more than three (3) weeks of vacation shall have the option of receiving vacation pay for those weeks in excess of three (3) weeks in lieu of taking such vacation.

ARTICLE 19 – GENERAL HOLIDAYS

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

New Year's Day	Thanksgiving Day
Alberta Family Day	Remembrance Day
Good Friday	½ day (4 hours) Christmas Eve
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	½ day (4 hours) New Year's Eve
Labour Day	

It is understood and agreed that if any additional General Holiday is declared by Federal or Provincial Legislation, then the Holiday will become the General Holiday declared by such legislation.

- 19.02** Both parties agree to continue, where business needs permit the local practice of working a full shift on Remembrance Day holiday and bank such time in order to complement to a full day holiday, taken either on Christmas Eve or New Year's Eve.
- 19.03 (a)** An employee is eligible for General Holiday pay if the employee has worked for the Company for a duration of thirty (30) calendar days or more, in the twelve (12) months immediately preceding the General Holiday.

- (b) An employee shall be entitled to pay for each such General Holiday provided the employee works the full regular shift the day preceding and following the designated holiday. If an employee calls in sick on the previous day or the next day of the General Holiday, the employee must submit a doctor's note to be eligible for the General Holiday Pay.

19.04 Except for the local practice outlined in Article 19.02, both parties agreed that the General Holiday will be observed on the actual day declared as the official holiday.

19.05 An employee shall be entitled to pay for each such General Holiday even if it falls on his weekly days off or on his annual vacation.

19.06 An employee, who is laid off within five (5) working days prior to a General Holiday, shall be entitled to pay for such General Holiday.

19.07 An employee who is absent due to illness or accident, up to a period of thirteen (13) weeks of absence, shall be entitled to pay for a General Holiday which falls during their absence.

19.08 An employee who is required to work on a General Holiday shall be paid at the rate of two (2x) times his regular pay in addition to the General Holiday pay.

ARTICLE 20 – SENIORITY

20.01 Seniority is the total length of continuous service by an employee in the employ of the Company, within the Bargaining Unit. The purpose of seniority is to provide the order of work preference, layoffs, recalls and vacation selection. To this end, the Company shall supply the Union with a Seniority List setting out the name and classification of all employees. A copy of this list will also be posted on the Bulletin Board as per Article 10.

20.02 (a) Persons employed for vacation or other relief work and/or summer employment, for a period of less than one hundred and twenty (120) calendar days duration shall not accumulate seniority or benefits. Persons employed beyond the one hundred and twenty (120) calendar days duration for coverage of short-term and long-term disability will not accumulate seniority for the length of the disability.

The Company will notify the Union in writing of the names, date of hire and conditions of employment, for all employees hired for vacation/relief, summer employment or STD/LTD periods.

(b) Both Parties agree that temporary relief assignment for employees hired for the purpose of replacing a Bargaining Unit member who is absent due to parental or maternity leave shall be for the duration of the absence. Such employees will not accumulate seniority or benefits for the duration of the assignment. Should the employee be hired/retained after the temporary assignment has concluded, that employee shall have his seniority adjusted to the original date of hire.

- 20.03** A probationary period of ninety (90) continuous calendar days shall apply in the cases of new employees before seniority commences. During that period, such employee may be laid off or terminated by the Company. In the event that the employee does not satisfactorily meet the demands of the position, the Company will provide to the employee a reason for the termination. The reason provided may not be grieved.
- 20.04** In the event of a recall within any working classification, the recall shall be effected in order of seniority starting with the most senior employee in that classification, and such employee will have to be available within five (5) working days in order to protect his recall rights and seniority. The Company shall make every effort to contact said employee and it will be the sole responsibility of the employee to maintain a current address and phone number in the Company's files.
- 20.05** In the event of a reduction of forces, senior employees shall have the right to displace junior employees within and in other classifications, providing the senior employee is able to perform all duties of the position and satisfies all technical requirements/certification if so required.
- 20.06** When two (2) or more employees are hired on the same date, the time and date that the employees have been interviewed and hired for the said position will prevail and seniority will be accordingly.
- 20.07** Seniority shall be lost if an employee:
- (a) Voluntarily resigns
 - (b) Is discharged and the discharge is not reversed through the Grievance Procedure
 - (c) Fails to report for work after a lay off within five (5) working days, after being notified by the Company in writing and by registered mail to the last address recorded with the Company
 - (d) Is absent for three (3) consecutive days without notification to the Company, including failure to return to work from an authorized leave of absence or vacation, except where the ability to notify the Company is beyond the control of the employee
 - (e) Is absent due to lay-off for more than 12 consecutive calendar months

ARTICLE 21 – HOURS OF WORK

- 21.01** The standard hours of work shall be forty (40) hours per week consisting of five (5) shifts of eight (8) hours. Each employee shall receive a meal break without pay of a minimum of one half (1/2) hour to a maximum of one (1) hour. The standard work day shall start and finish between the hours of 6:00am – 6:00 pm. All scheduled hours outside the standard start and finish times must be scheduled by mutual agreement between the Company and the employee.
- 21.02** Any hours worked in excess of eight (8) hours but less than or equal to ten (10) during one (1) shift shall be considered overtime and paid at one and one half (1 ½x) times the hourly rate. Any hours worked in excess of ten (10) shall be paid at two (2x) times the hourly rate. Overtime shall be made available to those employees who normally perform the work to be done and in accordance with the practice of reverse seniority. In situations of emergency or pressing business, the Company, while making every reasonable attempt to observe the above noted practices, may assign such overtime subject to availability and operational needs.
- 21.03** Any employee required to work on his 6th and 7th shift shall receive a minimum of four (4) hours' pay at the applicable rates of pay.
- 21.04** The Company agrees to pay the overtime premium at time and one-half (1 ½) for work on the 6th shift and double time for work on the 7th shift. Such overtime rates shall only apply when employees working the 6th or 7th shift have already completed a minimum of 40 hours in the work week, exclusive of personal illness & unexcused absences.
- 21.05** All in-house meetings and training sessions will be conducted as much as possible during normal working hours. Where it is necessary to hold such in-house meetings or training sessions outside of normal working hours, then all employees required to attend will be paid at the applicable overtime rate of pay.
- 21.06 (a)** Employees regularly scheduled to work prior to 6:00am or after 6:00pm before the ratification, under Utility 1, Warehouse Operations, shall receive a shift premium of one dollar and thirty cents (\$1.30) per hour. It is agreed that the premium is for the employee's full shift. Such premium shall not be added to the employees' rate in calculating overtime.
- (b)** New employees hired into Utility 1, Warehouse Operations, after the ratification and who are regularly scheduled to work prior to 6:00am and/or after 5:00pm shall receive a shift premium of one dollar (\$1.00) per hour, for hours worked prior to 6:00am and/or after 5:00pm. Such premium shall not be added to the employees' rate in calculating overtime.

ARTICLE 22 – COMPENSATION COVERAGE

- 22.01** When an employee is injured at work and goes on compensation, he shall be returned to the payroll at his previous job and rate of pay, once he has received the clearance with WCB. The Company retains the right to request a medical assessment from an independent medical practitioner. Costs associated to the assessment will be borne entirely by the Company. An employee injured in the workplace shall not suffer any discrimination or harassment by the Company.
- 22.02** The Company will conform to the rules and regulations as applicable for the provincial WCB.
- 22.03** Any employee hired to replace an employee who was absent due to WCB or sick leave shall be dismissed upon the return of the employee. Consideration may be given to the dismissed employee for other jobs that may be available at the time of termination.

ARTICLE 23 – TRUCK MAINTENANCE AND SAFETY

- 23.01** It shall not be a violation of this Agreement where employees refuse to operate any vehicle deemed unsafe in accordance with Linde policy and Ministry of Transportation legislation. However, it shall be the responsibility of the employee to immediately inform his Supervisor of such condition and to make the necessary arrangements to correct such problems.
- 23.02** All professional drivers engaged in the delivery of products on behalf of Linde Canada will be required to follow procedures and practices as outlined in the Commercial Vehicle Driver Manual. Drivers will be required to adhere to Linde policies for compliance to Safety and Regulatory Affairs, regulations set forth by the Canadian Federal and Provincial authorities as related to employment standards, maintenance of professional driving status and transportation of hazardous goods and other products.
- 23.03** It will be the responsibility of the driver to report to his immediate Supervisor any traffic violation. Should a driver violate any federal or provincial motor carrier safety regulations, the incident will be treated through the progressive discipline process up to and including discharge.
- 23.04** No driver shall be required to service or maintain trucks or equipment. It will however be the responsibility of the driver to ensure that the vehicle is in proper operating condition and checks his truck for fuel, oil, water, inspection of trailers, checking of air pressure and tires as outlined in the Drivers' policy.
- 23.05** If a driver is charged for a traffic violation while working and is found not guilty in Court, the Company shall pay the employee's legal fees and loss of wages.

23.06 It shall be the Company's responsibility to pay all fines levied to employees with respect to the vehicle being overweight at any point of a delivery run. Drivers must observe all road laws and will not be disciplined if that action violates the Paragon Routing system, unless the stop was unscheduled and not approved by his Manager.

ARTICLE 24 – PROPER RECORDS

24.01 Each employee shall, subject to the control of the Company, keep proper records and make due and correct entries therein, of all transactions and dealings of and in reference to the business of the Company, insofar as the same comes under the employee's responsibilities. Each employee shall serve the Company diligently and according to the best of the employee's ability in all respects, and account for all monies collected on behalf of the Company.

ARTICLE 25 – PERFORMANCE OF DUTIES

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

ARTICLE 26 – TERMINATION OF EMPLOYMENT

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

26.02 When the employment of a regular full time employee is terminated by the Company as a result of automation, technological changes, closure of the whole or any part of the operation, or due to a loss of business by the Company, such employee, provided he has been in the continuous employ of the Company for a minimum of one (1) year, shall receive one (1) week's pay for each year of service with the Company, to a maximum of twenty-six (26) weeks.

26.03 Severance pay will not be applicable in the event of layoff of an employee(s) unless the layoff without recall exceeds a period of twelve (12) months. Employees entitled to the above-mentioned severance pay may waive their right to recall and shall receive their severance pay upon written notification to the Employer, within two (2) weeks of the layoff date.

ARTICLE 27 – AUTHORIZED VISITS

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

ARTICLE 28 – SANITARY FACILITIES AND FIRST AID

28.01 The Company agrees to provide First Aid facilities in accordance with the Workers’ Compensation Act and Health Safety Act. The Company will provide clean and adequate lunchroom and restroom for the use of all employees.

ARTICLE 29 – WAGE RATES

29.01 SCHEDULE “A” ATTACHED

Across-the-board wage increases as follows:

Year 1	1%
Year 2	2%
Year 3	2%
Year 4	2%

Ratification Bonus

Contingent upon successful Ratification of the proposed agreement, a Ratification Bonus of \$300.00 (gross), payable on the first pay after the Ratification vote, together with the annual wage increase, retroactive to September 28, 2018.

ARTICLE 30 – MEDICAL EXAMINATIONS

30.01 Any medical examination requested by the Company shall be promptly complied with by all employees and the Company shall pay for all such examinations. The Employer shall pay for driver medical exams required to maintain a license class.

ARTICLE 31 – EATING AND REST PERIODS

31.01 No employee shall work longer than five (5) hours without a half (1/2) hour off unpaid for the purpose of eating a meal. After completion of two (2) consecutive hours’ overtime at the end of a shift, the Company will pay fourteen (\$14.00) dollars meal allowance.

31.02 The employee will be entitled to rest for a period not to exceed fifteen (15) minutes once in the first half and once in the second half of each shift. Each break shall be taken in one (1) continuous block. Employees assigned to work overtime shall be granted one (1) coffee break for every two (2) hours of overtime, the first coffee break will be taken immediately following their regular scheduled hours.

31.03 When required to be away from home overnight, employees shall be reimbursed for lodging expenses upon presentation of receipts.

ARTICLE 32 – PENSION HEALTH AND WELFARE BENEFITS

32.01 All employees will be eligible to participate in the Linde Canada Defined Contribution Pension Plan. Those employees who were hired before January 1, 2005 and elected to remain with the existing Defined Benefit Pension Plan will continue to participate in this plan.

Upon completion of their probationary period, employees will be eligible to participate in the Linde RRSP Savings Plan. Employees may contribute up to 10% of their annual base pay to the plan. Linde will provide a match of \$0.25 on every one (\$1.00) dollar the employee contributes to the plan, up to 6% of their base pay for a maximum contribution by Linde of 1.5% of the employee's base pay. Employee contributions above 6% of annual base pay, or any lump sum contributions made by the employee will not be matched.

Effective January 1, 2015, and for members of the Linde Defined Contribution (DC) Pension Plan, who are also participating in the Linde Group RRSP Savings Plan, Linde will provide a match of \$0.50 on every one (\$1.00) dollar the employee contributes to the Linde Group RRSP Savings Plan, up to 6% of base pay for a maximum contribution by Linde of 3.0%. Members under the Defined Benefit (DB) Pension Plan, participating in the Linde Group RRSP Savings Plan, will continue to follow the terms mentioned under paragraph 1 above.

32.02 The Company shall continue to provide the benefits as outlined in the Benefits Guide. Such benefits include:

- A dental plan which provides 100% payment of all basic dental treatments, 80% payment of all endodontic and periodontal treatments, 50% payment of major restorative, prosthetics, including crowns, bridges and dentures. (Financial limit \$2,000.00 yearly) and 50% orthodontic with a lifetime maximum of \$2,000.00.

100% paid premium cost of the medical plan, extended health plan, life insurance with A.D. & D. and vision care. Vision care provides \$300.00 every twenty-four (24) months per employee and dependents. This will include 100% of the additional cost of semi-private hospital accommodation, up to \$200 per day, over and above the cost of standard ward accommodation paid by provincial health insurance, and weight loss products and services as described in the benefits booklet, not exceeding \$3,000 combined in a person's lifetime. The reimbursement level is 80% for the weight loss products and services.

Short Term Disability benefits for a period of maximum twenty-six (26) weeks from the first (1st) day of non-occupational accident or the fourth (4th) day of sickness, for employees who have completed their qualifying period and while such employees remain in the active employ of the Company, as per the following schedule:

Length of Service	100% STD	70% STD
Less than 2 years	4 weeks	22 weeks
2 to 10 years	13 weeks	13 weeks
More than 10 years	26 weeks	0 weeks

- Employee paid premium for the long-term disability plan which provides 66 2/3% of an employee's monthly regular earnings.

32.03 The Company shall allow up to four (4) days annually for incidental absences due to personal illness which do not qualify for Short Term Disability. Annual sick day entitlement will be awarded on January 1st of each year. New employees, commencing work after January 1st will be awarded said sick days on a pro-rated basis, based on 4/12 of time served as a permanent full time Nisku Branch employee. Any unused sick days as of December 31st of each year, will be paid out to the employee on the 2nd pay date of January of each year.

32.04 Employees who must attend medical appointments shall be granted a maximum of eight (8) hours per year, with pay, upon submission of a doctor's note. There will be no carry over or payout of unused hours. In an effort to avoid disruption to the operation, employees shall make every effort to schedule such medical appointments outside of working hours.

32.05 If the Company moves to providing any employees in Linde Canada with a Prescription Medical card then members of this Bargaining Unit shall also be provided with a medical card.

32.06 The Company shall allow two (2) Personal Choice Days to those employees who have completed 2 years of continuous service. To qualify for these days, an employee must:

- Have no Lost Time Incident in the previous year
- Have received no discipline for attendance in the previous year, and
- Be up to date with Tracess requirements

The Personal Choice Days must be booked no less than one (1) week in advance and are subject to operational requirements. These days will be granted on a first-come-first-served basis. In the event, Personal Choice days are earned, but not used, they will be paid out in February of the following year.

ARTICLE 33 – ARTICLE HEADINGS

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

ARTICLE 34 – SAVINGS CLAUSE

34.01 If any Article or Section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement, or the Application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

34.02 In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, for a satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the procedure as outlined in Article 14 above.

ARTICLE 35 – CONSULTATION MEETINGS

35.01 On the request of either party, the parties shall meet for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this Agreement.

The purpose of the meetings is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity and harmony.

ARTICLE 36 – TERMINATION

36.01 This Agreement shall be in full force and effect from the 28th day of September 2018 to the 27th day of September 2022 inclusive. Written notice to amend the Agreement shall be given within ninety (90) days prior to the termination date of this Agreement. The parties agree to meet within fifteen (15) days or as soon thereafter as mutually agreed to commence negotiations.

Duly executed by the parties this _____ day of _____, 2018.

Alev Hincer

Wayne Skene

Prescilla Pais

Joseph Moniz

Rob Grasdhal

Schedule "A"
WAGE STRUCTURE
NISKU BRANCH

<u>Utility 1 – Warehouse Operations</u>	28-Sept.	28-Sept.	28-Sept.	28-Sept.
Rate 'Before Ratification'	2018	2019	2020	2021
(Current Employees)				
Start	\$28.19	\$28.75	\$29.33	\$29.92
6 Months	\$29.83	\$30.43	\$31.04	\$31.66
12 Months	\$31.50	\$32.13	\$32.77	\$33.43
18 Months	\$33.15	\$33.81	\$34.49	\$35.18
<u>Utility 1 – Warehouse Operations</u>	28-Sept.	28-Sept.	28-Sept.	28-Sept.
Rate 'After Ratification'	2018	2019	2020	2021
(New Hires)				
Start	\$25.84	\$26.36	\$26.88	\$27.42
6 Months	\$26.54	\$27.07	\$27.61	\$28.16
12 Months	\$27.24	\$27.78	\$28.34	\$28.91
18 Months	\$27.94	\$28.50	\$29.07	\$29.65
UTILITY 2 (Inside Sales)	28-Sept.	28-Sept.	28-Sept.	28-Sept.
	2018	2019	2020	2021
Start	\$28.27	\$28.84	\$29.41	\$30.00
6 Months	\$29.04	\$29.62	\$30.21	\$30.81
12 Months	\$29.78	\$30.38	\$30.99	\$31.61
18 Months	\$30.54	\$31.15	\$31.78	\$32.41
UTILITY 3 (Route Sales)	28-Sept.	28-Sept.	28-Sept.	28-Sept.
	2018	2019	2020	2021
Start	\$29.09	\$29.67	\$30.26	\$30.87
6 Months	\$29.87	\$30.46	\$31.07	\$31.69
12 Months	\$30.64	\$31.26	\$31.88	\$32.52
18 Months	\$31.43	\$32.06	\$32.70	\$33.36
<u>UTILITY 4 (Inside Sales/Back-up</u>	28-Sept.	28-Sept.	28-Sept.	28-Sept.
<u>Route Sales)</u>	2018	2019	2020	2021
Start	\$30.45	\$31.06	\$31.68	\$32.32
6 Months	\$31.27	\$31.89	\$32.53	\$33.18
12 Months	\$32.09	\$32.73	\$33.38	\$34.05
18 Months	\$32.91	\$33.56	\$34.24	\$34.92
SUMMER	28-Sept.	28-Sept.	28-Sept.	28-Sept.
	2018	2019	2020	2021
	\$25.44	\$25.95	\$26.47	\$27.00

LETTER OF UNDERSTANDING #1
Re: Job Testing

Between:

Linde Canada Limited
(Branch)
Nisku, Alberta

And:

Miscellaneous Employees,
Teamsters Local Union 987 of Alberta
Edmonton, Alberta

Prior to the initial implementation of testing as identified in 16.02 b), it is agreed that the Company will meet with the Union to advise them of testing requirements.

Duly executed by the parties this _____ day of _____, 2018.

Alev Hincer

Wayne Skene

Prescilla Pais

Joseph Moniz

Rob Grasdhal

LETTER OF UNDERSTANDING #2
Re: Workers' Compensation

Between:

Linde Canada Limited
(Branch)
Nisku, Alberta

And:

Miscellaneous Employees,
Teamsters Local Union 987 of Alberta
Edmonton, Alberta

If an employee has not received payment within twenty-one (21) days following the Board's receipt of the appropriate medical/accident documentation, he may then apply directly to the Company for an advance payment of the outstanding compensation. The employee will provide a signed release form that will direct the employee's compensation payment to the Company.

In the event, that the workers compensation claim has been denied, any advance payments will be deducted from any employee future payments.

Duly executed by the parties this _____ day of _____, 2018.

Alev Hincer

Wayne Skene

Prescilla Pais

Joseph Moniz

Rob Grasdhal

LETTER OF UNDERSTANDING #3

Re: STD

Between:

Linde Canada Limited
(Branch)
Nisku, Alberta

And:

Miscellaneous Employees,
Teamsters Local Union 987 of Alberta
Edmonton, Alberta

If an employee has not received payment within twenty-one (21) days following the Company's receipt of appropriate medical documentation, he may then apply directly to the Company for payment of short-term disability and shall receive such payment from the Company upon signing a release form which will direct the employee's disability payments to the Company.

In the event, that the disability claim has been denied, any advance payments will be deducted from any employee's future payments.

Duly executed by the parties this _____ day of _____, 2018.

Alev Hincer

Wayne Skene

Prescilla Pais

Joseph Moniz

Rob Grasdhal

LETTER OF UNDERSTANDING #4
Re: Lone Worker Procedures

Between:

Linde Canada Limited
(Branch)
Nisku, Alberta

And:

Miscellaneous Employees,
Teamsters Local Union 987 of Alberta
Edmonton, Alberta

Whereas both parties agree to the principle of the “two-person rule” for retail and warehouse operations (exclusive of deliveries).

The Company will act in accordance with the Company’s Lone Worker Policy. In addition, the Company will make every attempt possible to ensure no employee works in the Nisku branch without another employee present in the Nisku facility.

Duly executed by the parties this _____ day of _____, 2018.

Alev Hincer

Wayne Skene

Prescilla Pais

Joseph Moniz

Rob Grasdhal

LETTER OF UNDERSTANDING #5
Re: Unification of Union Benefits & Savings Plans

Between:

Linde Canada Limited
(Branch)
Nisku, Alberta

And:

Miscellaneous Employees,
Teamsters Local Union 987 of Alberta
Edmonton, Alberta

Whereas the Company desires a standard benefit plan for all Unionised employees,

In the event the Company moves to improve this standard benefit plan, the Company will offer any applicable improvements to the members of this Bargaining Unit.

Duly executed by the parties this _____ day of _____, 2018.

Alev Hincer

Wayne Skene

Prescilla Pais

Joseph Moniz

Rob Grasdhal

LETTER OF UNDERSTANDING #6
Re: Lead Hand

Between:

Linde Canada Limited
(Branch)
Nisku, Alberta

And:

Miscellaneous Employees,
Teamsters Local Union 987 of Alberta
Edmonton, Alberta

In the event there is a business need for a Lead Hand at the Branch, this requirement will be discussed and agreed upon by both parties.

Duly executed by the parties this _____ day of _____, 2018.

Alev Hincer

Wayne Skene

Prescilla Pais

Joseph Moniz

Rob Grasdhal

LETTER OF UNDERSTANDING #7
Re: Changes to DB Pension Plan

Between:

Linde Canada Limited
(Branch)
Nisku, Alberta

And:

Miscellaneous Employees,
Teamsters Local Union 987 of Alberta
Edmonton, Alberta

Effective September 28, 2020 all employees currently participating in the Linde Canada Limited Defined Benefit Pension Plan will cease to accrue Credited Service in the Plan, and start to participate in the Linde Canada Limited Defined Contribution Pension Plan. Employees will continue to accrue pay increases under the Defined Benefit Pension Plan until they retire.

Contributions to the Linde Canada Limited Defined Contribution Pension Plan will be made as follows for all current Defined Contribution Pension Plan members and all Defined Benefit Plan members effective September 28, 2020.

1. Company Required contributions applicable to all Defined Contribution Plan members payable as a percentage of Pensionable Earnings:

Completed Years of Service	Contribution
Less than 1	Not Eligible
1 – 4	2%
5 – 9	4%
10 or more	6%

2. For Employees transitioning from in the Defined Benefit Pension Plan there will be an additional Transition Contribution payable as a percentage of Pensionable Earnings effective September 28, 2020 for the next ten (10) years based on a combination factor of age and service.

Age & Service Points	Transition Contribution
Less than 80 Points	2%
80 to 90 Points	3%
More than 90 points	4%

3. In addition, for those employees who are also participating in the Linde Canada Group RRSP Savings Plan, Linde will provide a 50% match of the first 6% of base pay contributed by the Employee. The maximum contribution by Linde is thus 3% of base pay. Employees may contribute up to 10% of their base pay to the plan however there will be no company match to the additional employee contribution.
4. For the purposes of the Defined Contribution Plan “Pensionable Earnings” shall include base salary, incentives and commissions and exclude overtime and any other special forms of payment, as per the plan document.

Duly executed by the parties this _____ day of _____, 2018.

Alev Hincer

Wayne Skene

Prescilla Pais

Joseph Moniz

Rob Grasdhal

LETTER OF UNDERSTANDING #8
Re: Window of Voluntary Retirement Opportunity

Between:

Linde Canada Limited
(Branch)
Nisku, Alberta

And:

Miscellaneous Employees,
Teamsters Local Union 987 of Alberta
Edmonton, Alberta

The Window of Voluntary Retirement Opportunity with an offer of three (3) months' base pay, less statutory deductions will be made available to employees eligible to retire; age sixty (60) and above, for the duration of this agreement only:

- From September 28, 2018 to September 27, 2019. Retirement must occur on or before September 27, 2019.
- From September 28, 2019 to September 27, 2020. Retirement must occur on or before September 27, 2020.
- From September 28, 2020 to September 27, 2021. Retirement must occur on or before September 27, 2021.
- From September 28, 2021 to September 27, 2022. Retirement must occur on or before September 27, 2022.

Duly executed by the parties this _____ day of _____, 2018.

Alev Hincer

Wayne Skene

Prescilla Pais

Joseph Moniz

Rob Grasdhal

