

COLLECTIVE AGREEMENT

Between:

**Praxair Canada Inc.
(Hereinafter referred to as the “Employer”)**

And:

**Miscellaneous Employees
Teamsters Local Union 987 of Alberta
(Hereinafter referred to as the “Union”)**

**Effective: March 13, 2017
Expiry: March 12, 2020**

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THIS AGREEMENT entered into:

Between: Praxair Canada Inc.
9501 – 34 Street
Edmonton, AB T6B 2X6
(Hereinafter referred to as the “Employer”)

**And: Miscellaneous Employees,
Teamsters Local Union 987 of Alberta**
12527 – 129 Street NW
Edmonton, AB T5L 1H7
(Hereinafter referred to as the “Union”)

Article 1 – Recognition

- 1.01** The Employer recognizes the Union as the sole and exclusive Bargaining Agency for all employees in a Bargaining Unit to which this Agreement applies at its 9501 – 34 Street, Edmonton, Alberta location as per Certificate No. 128-2004.
- 1.02** The term “employee” as used in this Agreement shall apply to any person performing work in any job which is not excluded by the above Certification.
- 1.03** All work within the Bargaining Unit shall be performed only by those persons coming within the Bargaining Unit who are members of the Union as prescribed herein, or who are eligible to become members under Article Three (3) herein, except for the purpose of training, instruction, the installation and original start-up of new equipment or in the course of emergency situations where qualified employees who normally perform that work are not available. Supervisors or other management personnel may correct problems to resume operations if required until qualified employees are available or employees who have completed their shifts are called back to work.

Article 2 – Term of Agreement

- 2.01** This Agreement shall be in full force and effect from and including March 13, 2017 to and including expiry, March 12, 2020, and shall continue in full force and effect from year to year thereafter, subject to the right of either party to this Agreement within four (4) months immediately preceding the date expiry, March 12, 2020, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, requiring the other party to commence Collective Bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement or a new Collective Agreement.

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 Employer 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.

Article 3 – Union Security

- 3.01** The Employer agrees that all employees shall become a member of the Union within seven (7) calendar days as a condition of employment. The Union recognizes the right of the Employer to hire whoever they choose, subject to the Seniority provisions contained herein. The Employer shall however, give the Union an opportunity to refer suitable applicants for new employment.
- 3.02 a)** The Employer shall allow time off work without pay to a maximum of three (3) employees to serve on a Union Committee for the purposes of Collective Bargaining.
- b)** The Employer shall allow time off work without pay to any employee serving as a Union Delegate to any conference or function, provided all requests for time off are reasonable and do not interfere with the proper operation of the business, and there shall be no more than one (1) employee in the Bargaining Union absent for a maximum of 3 days per year. The Union agrees to provide the Employer thirty (30) days notice for an employee attending a Union Convention.

Article 4 – Deductions of Dues and Initiation Fees

- 4.01** All employees shall be required by the Employer to sign a form authorizing the Employer to deduct from each pay the equivalent of the amount authorized as Union dues, initiation fees, and fines or assessments they owe to the Union.

The Employer shall by the fifteenth (15th) of the month remit to the Union, the dues deducted for the proceeding month and a written statement of the names of the employees for whom the deductions were made and the amount of each deduction.

- 4.02** The Employer shall record on each employee's T4 slip, the Union dues deducted and submitted on behalf of the employee.

Article 5 – Sick Leave, Leave of Absence & Other Leaves

- 5.01** Whenever an employee is unable to perform work as a result of an injury incurred on the job, the employee is entitled to apply for WCB benefits. For non-occupational injury, the employee is entitled to apply for Short Term Disability and Long Term Disability income replacement benefits.

5.02 If an employee desires a leave of absence for reasons other than those referred to above, they must obtain permission in writing for the same from the Employer. No leave of absence will be granted to accept employment or remuneration elsewhere. The Employer may grant an unpaid leave of absence in accordance with the Employer's Leave of Absence Policy.

5.03 a) When an employee is unable to report to work due to illness or injury, they shall notify their immediate Supervisor as soon as possible no later than two (2) hours prior to their actual starting time so an adequate replacement may be found. If the immediate Supervisor is unavailable, the employee will notify any Supervisor or the Plant Manager. If a voicemail is left prior to the start of the shift, the employee must call his Supervisor or Manager no later than two (2) hours after their shift start time.

The purpose of the call is to verify the absence and confirm the message was received.

The Company will supply contact phone number and instructions for all employees to report their absence.

b) The Union recognizes the right of the Employer to manage the attendance of its employees. Where the Employer suspects abuse or misuse of attendance, the Employer may request a medical note for all absences.

Prior to requiring a note for all continued absences, a meeting will be held with the employee and Steward to address the matter. All employees will be held to the same standard in this regard. Where the employee's attendance improves over a six (6) month period following the request for medical notes for all absences, the employee shall no longer be required to provide such notes.

5.04 Bereavement leave shall be granted in accordance with Praxair Policy. The Employer may grant, at its discretion, an additional three (3) days of personal leave with pay. The additional days will not be unduly denied.

5.05 The Employer shall provide Maternity and Parental Leave pursuant to Praxair Policy which shall meet or exceed the Employment Standards of Alberta.

The Employer shall grant a one (1) day paid leave of absence following the birth of, or the arrival of a child. This day must be taken the day of the occurrence or the day following the occurrence. At the request of the employee, the Employer shall grant up to two (2) days of unpaid leave within two (2) weeks of the birth or arrival of the child.

5.06 The Company shall allow to those employees who have completed their probationary period two (2) unpaid days off per year. If provincial legislation introduces personal related provisions, the total personal days in the current Collective Agreement will not exceed total personal days legislated.

Article 6 – Shop Stewards

- 6.01** The Employer will recognize the Union may elect or appoint a Chief Steward and four (4) Shop Stewards. Their names shall be provided in writing to the Employer. An employee when taking up a grievance may request a Shop Steward to be present as their representative. Where possible, the Union agrees to have shop steward representation on each shift. Should an employee require representation, they shall have the right to the Shop Steward on shift of their choice.
- 6.02** A Shop Steward shall have no authority to alter, amend, violate, or otherwise change any part of this Agreement. A Shop Steward shall report to the Union Officers and Management any alleged violation of this Agreement.
- 6.03** The Supervisor and Manager shall recognize the Shop Stewards as the representative of the Union locally.
- 6.04** Shop Stewards and/or an employee taking up grievances will be paid at their regular hourly rate for time spent discussing a grievance with the appropriate Employer representative, as provided by this Agreement, during their regular working hours, on Employer premises.
- 6.05** a) Shop Stewards and employees will not conduct Union Business during working hours unless they are in a grievance situation or answering interpretation of the Collective Agreement.
- b) Before meeting with employee(s) to handle a grievance or answering interpretation of the Collective Agreement, Shop Stewards must get a mutual agreement with the Supervisor in scheduling a sufficient period of time (as immediate as possible) within the present shift.
- 6.06** Any employee covered by this Agreement who is called into the Company's office for any discussions pertaining to disciplinary or Steps 3 or 4 of the Attendance Awareness Program (AAP) shall be informed of his right to be accompanied by a Steward of his choice who is readily available. The member must inform the steward that he does not required his presence at the meeting.

Article 7 – Personal Protective Equipment (PPE)

- 7.01** Where required, the Employer shall provide the following:
- a) Hard hats of a suitable type;
 - b) Gloves of a suitable type;
 - c) Leather or rubber aprons;
 - d) Rubber boots;
 - e) Suitable winter clothing for employees required to work outside;
 - f) Rainwear protection for Truck Drivers and Cylinder Handlers;

- g) Uniform policy: Drivers clothing shall be replaced every two (2) years and will be as follows:

<u>Items</u>	<u>New Issues</u>
Shirts	5
Pants	3
Winter Jacket	1
Summer Jacket	1
Winter Pants (Insulated)	1

- h) Ear Protection – At the employee’s request the Employer shall provide custom fit earplugs for employees who have a preference for such type of hearing protection. The Employer will offer custom earplug fitting twice in a calendar year. This will be a group fitting onsite or an individual fitting offsite during the employee’s regular working hours. Employees are eligible to receive custom fit earplugs upon completion of one (1) year of service.

Custom Fit ear plugs will be replaced every three (3) years. Lost, stolen or damaged ear plugs will be replaced at the employee’s expense until the end of the three (3) year replacement cycle.

Employee requests for Personal Protective Equipment shall not be unduly denied.

Garments destroyed through normal wear and tear or due to unavoidable circumstances will be replaced by the Employer at its discretion.

- 7.02 For employees who require coveralls or shop coats in the performance of their duties, the Employer agrees to provide adequate uniforms and launder them at no cost to the employee. The Employer will purchase and repair such uniform at the standard required by the Employer. All Employer issued laundered uniforms and jackets will not be worn to and from work. Employees are expected to change into their uniforms prior to the start of their shift and employees will be allowed then (10) minutes to change/clean-up at the end of their shift. Notwithstanding the above, drivers are allowed to wear jackets to and from work.
- 7.03 Where necessary, appropriate jackets for cold weather will be provided to employees upon request. Jackets will be replaced for normal wear and tear as determined by Management. The requirement for replacement jackets will take place on October first (1st) annually.
- 7.04 The Employer will supply approved safety footwear to each employee from a selected list from the Employer’s approved local supplier. Employees will be able to receive replacement safety footwear upon presentation of the old pair to Management.
- 7.05 The wearing of all Personal Protection Equipment (PPE) in accordance with Praxair Policy shall be mandatory.

- 7.06** The care of equipment, Personal Protective Equipment, or clothing furnished by the Employer to an individual employee shall be the responsibility of that employee. Damage or loss through the employee's carelessness may be subject to disciplinary action.
- 7.07** The Employer agrees to supply one (1) pair of Employer approved prescription safety glasses with permanently attached side shields to employees with corrective lenses whose jobs require the use of safety glasses. The safety glasses will be replaced when necessary with prior approval of Management.

Article 8 – Union Notices

- 8.01** The Employer will provide an adequate Notice Board exclusively for the display of Union related information. The following items must be posted on said Notice Board:
- a) Union Notice e.g. Shop Steward list, Withdrawal Card Information;
 - b) a valid Seniority List to be revised every six (6) months.
 - c) The location of the Union Notice Board shall be in the lunchroom.

Article 9 – Protection of Rights

- 9.01** Drivers may not be required to cross the legal picket line of a customer that is on strike. In providing essential services, the driver will be required to drive to the location where a Supervisor or Non-Union employee will make the delivery. In the event of an unexpected picket line, the employee shall call their Supervisor immediately and await instructions. A Manager or Non-Bargaining Unit employee may then perform the delivery.
- 9.02** The Employer 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 Employer in this respect shall be subject to the Grievance Procedure.
- 9.03** The Union agrees to support the safety programs of the Employer and the employees agree to attend and participate in the Employer's safety meetings.
- a) The Employer has the right to request proof of maintenance of necessary driver's licenses or abstracts annually, or more frequently if necessary for all operators of Employer owned vehicles or personal vehicles used for Employer business excluding forklifts.
 - b) Any employee(s) while operating an Employer vehicle or equipment, shall report any motor vehicle violation(s) or criminal act(s) resulting in receiving a citation. All accidents and incidents must be reported immediately.

- c) Any employee who operates an Employer vehicle or equipment and receives any suspension of their driver's license must report the suspension to management immediately.

9.04 An employee shall be entitled to view their Personnel file, under Management Supervision, when prearranged with the Employer. The Employer shall produce the personnel file within two (2) weeks of the request by the employee. Any delay in the process will be explained to the employee. A Shop Steward can be present upon the employee's request.

Article 10 – Grievance Procedure

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

10.02 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.

10.03 If any employee has a grievance, they may request the assistance of a Shop Steward and/or Business Agent, however only one (1) Shop Steward will be present at any grievance meeting. The grievance will be dealt with as speedily and effectively in accordance with the following procedure:

Step No. 1 The employee will verbally take up the matter within five (5) working days with the immediate Supervisor. The Steward may attend if the employee requests assistance or may take up the matter on behalf of the employee. The Shop Steward will provide a copy of the verbal form to management. The Supervisor will render a decision within five (5) working days.

Step No. 2 Within five (5) working days, or on a date mutually agreed on between the Employer and the Union, after the decision is given under Step No. 1, the grievance may be submitted by the Union in writing to the Employer's Plant Manager or their representative, and the nature of the grievance, the remedies sought and the section or sections of the Agreement alleged to have been violated will be set out in the grievance. An authorized representative of the Union may be present if required by either party. It is understood the Employer's Plant Manager, or their representative may have such counsel or assistance as they may desire. The Employer's decision will be delivered in writing within ten (10) working days upon receipt of the grievance at the Employer's Plant location, or a date mutually agreed on between the Employer and the Union, from the date of presentation of the grievance.

10.04 It is agreed that a grievance arising directly between the Employer and the Union may be submitted in writing within five (5) working days, or at a date mutually agreed on between the Employer and the Union, after the circumstances giving rise to the grievance have occurred, which shall be settled under the Grievance and Arbitration procedures set out herein, by:

- a) Confirming the Employer's actions in dismissing or suspending the employee, or;
- b) Reinstating the employee with full compensation for the time lost, reduced by any outside earnings, or;
- c) By any other lesser penalty or compensation which is reasonable in the opinion of the parties or the Arbitrator, if appointed.
- d) Any discharged or suspended employee may, within three (3) days of their discharge or suspension, in writing, require the Employer to give to them the reasons for their discharge or suspension, and the Employer will give such reasons to the employee, in writing, within three (3) days of such request, and in the event of any dispute or difference as to whether or not there was proper cause for the discharge or suspension of an employee, only the reasons so set forth in writing shall constitute cause.

10.05 a) Upon the request of an employee who has received a suspension or discharge, the Employer will allow the employee to consult with the Union Official for a reasonable length of time immediately following the discipline meeting in a place designated by the Employer. In case of written reprimand, consultation will be at a time mutually convenient to the Employer and the Union.

- b) A disciplinary notice in an employee's file will be disregarded after twenty-four (24) months, providing the employee does not in the meantime receive another disciplinary notice of the same nature during that twenty-four (24) month period.

Article 11 – Arbitration

11.01 If no solution is concluded by Step No. 2 in Article 10.03, the grievance may be submitted to Arbitration and if no written request for Arbitration is received within ten (10) days after the decision under Step No. 2 is given, it shall be deemed to have been settled.

11.02 Within five (5) days of notification to arbitrate, the initiating party shall notify the other party of its nominee(s). If either party fails to appoint an arbitrator, or if the parties cannot agree to an Arbitrator within five (5) days, then the appointment shall be made by the Director of Settlement.

11.03 The Arbitrator shall not be vested with the power to change, modify, or alter any of the terms of this Agreement with the exceptions of establishing rates of pay for new classifications where the pay question has been referred to an Arbitrator. All grievances submitted shall present an arbitral issue under this Agreement, and shall not depend on or involve an issue or contention by either party which is contrary to any provision of this Agreement, or which involves the determination of a subject matter not covered by or arising during the term of this Agreement.

11.04 The expenses of the Arbitrator shall be borne equally by the parties to the Arbitration.

Article 12 – Technological Change, Retraining and Severance

12.01 The Employer shall notify the Union in advance of any technological change which will cause a permanent layoff. The Employer shall meet with the Union and inform them of the planned change for the purpose of discussing matters of mutual concern of the employees affected.

12.02 Fulltime employees with twelve (12) months or more of service whose employment is terminated as a result of technological change shall receive termination pay of one (1) week's pay for each year of service with the Employer to a maximum of twelve (12) weeks.

Article 13 – Job Posting

13.01 When a job vacancy occurs, the Employer shall post a notice on the Bulletin Board with the details and qualifications of the job, the shift, and hours of work and the rate of pay. Employees desiring the job shall apply in writing within five (5) working days of the posting. Employees on vacation at the time of the posting will be allowed to apply upon their first day of return.

The Employer shall post a notice on the Bulletin Board with the following:

- a) classification/area
- b) brief description and qualifications of the job,
- c) the shift and hours of work and
- d) the rate of pay.
- e) Anticipated start date (no later than twenty (20) working days following the closing of the posting).
- f) the employee will be paid the applicable wage rate no later than the first day of anticipated start date or the actual start date in the position, whichever comes first.
- g) A copy of the posters and awards will be given to a Shop Steward.

Positions are awarded on the basis of seniority; the successful candidate shall be given all the applicable training required to perform the awarded position except for the Cylinder truck/delivery (drivers) and Spec Gases Lab /Analyst – gas (Lab Tech) classifications.

13.02 The name(s) of the successful applicant(s) shall be posted on the Employer Bulletin Boards within seven (7) days of the closing date of the posting.

13.03 a) Any employee promoted to a different classification shall be allowed a reasonable period of trial not to exceed twenty (20) working days on the job. If found unsatisfactory or the employee decides the job is not suitable, the employee shall be given the opportunity of going back to their former position without loss of seniority. The trial period shall commence when the employee is physically performing the duties of the new position.

b) The successful applicant shall receive the applicable rate of pay on the day in which the trial period begins.

13.04 Temporary vacancies created by authorized leaves of absence, sickness, vacations, etc, and job assignments which are expected to last greater than twenty (20) working days will be subject to the bidding process and awarded to the Senior qualified employee. Temporary vacancies of twenty (20) working days or less shall be filled by qualified employees as assigned by the Employer.

Article 14 – Pay Day and Pay Statements

14.01 All employees covered by this Agreement shall be paid on a weekly basis with the pay and work week being defined as commencing at 12:01 a.m. Thursday and ending 12:00 am. midnight Wednesday. Payday will be Thursday for the previous week as defined above except for weeks on which Monday is a holiday in which case it may be Friday.

14.02 The Employer shall provide every employee covered by this Agreement with an electronic itemized statement in respect of all wage payments to such employee. Such electronic statement shall set forth the total overtime hours worked at the applicable rate and all deductions made from the gross amount of wages. The electronic statement shall be made available for printing at the Company facility.

14.03 Timesheets shall be completed by the appropriate process support personnel or Management on Thursdays each week. All employees will be required to review and sign their timecard each week. In the event the employee is unable to sign their timecard, Management will review and submit the timecard with the best available information.

14.04 Every effort will be made to correct pay discrepancies in a reasonable time frame.

Article 15 – Annual Vacations

15.01 The parties understand and agree that the vacation year is defined as the period of January 1st through to December 31st of each year.

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 vacations selection.

No later than the last working day in February of each year, the employees shall submit their initial two (2) week vacation selection. 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 the fifth (5th) working day of March. 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.

Employees may take their vacation in single or multiple days to a maximum of five (5) days, provided however when considering vacation requests at the time of the vacation planner is finalized, vacation preference will be given to full weeks of vacation prior to other single or multiple days of vacation which are less than a full week.

In order for the employee to select single or multiple days after the vacation planner has been finalized, the employee must notify the Employer a minimum of two (2) weeks in advance of the dates(s) requested, the two (2) week requirement may be waived at the discretion of the Employer where operationally possible.

All unused vacation must be booked by August 31st of the calendar year and processed in order of seniority. The employer may assign unused vacation time after August 31st at the employer's discretion.

15.02 A week of vacation means five (5) regular eight (8) hour days or four (4) regular ten (10) hour days.

15.03 Employees shall be entitled to vacations with pay in accordance with Praxair Policy.

15.04 a) Pay for each week of vacation will be computed by multiplying the employee's regular straight time hourly rate by the number of hours in the employee's normal work week.

b) Supplemental vacation pay as currently calculated by the Employer, will continue for the term of the Collective Agreement.

For the purpose of determining vacation entitlement in number of years, an employee's adjusted date of hire shall be used.

15.05 In scheduling vacations, the minimum amount of employees from the following areas will be allowed to take vacation at any given time:

1 employee	lab area / process support
3 employees	high pressure fill area
1 employee	shipping and receiving area
1 employee	spec gas filling area / dispatch area
1 employee	acetylene area
2 employees	drivers

The Employer will consult with the Union in regards to the above should there be a substantial change in the workforce.

Article 16 – General Holidays

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

New Years' Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Day	

The dates will be determined by the Employer during January of each year. 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.

16.02 a) When a General Holiday above occurs on a Saturday or Sunday, it will be observed on another day designated by the Employer.

b) When a General Holiday falls on the employee's regularly scheduled day off, other than a Saturday or Sunday, the Employer will offer another mutually agreed day off in lieu.

16.03 General Holiday pay will be computed on the basis of eight (8) hours at the employee's regular hourly rate for an employee working an eight (8) hour shift or ten (10) hours pay for an employee working a ten (10) hour shift.

16.04 Employees who are required to work a shift during the General Holiday shall be paid the holiday pay plus one and one half time (1.5x) for all hours worked during that day. Employees shall only be entitled to this premium on the day observed as the General Holiday.

16.05 It is agreed that the General Holiday will take place on the date specified as the legal holiday by the Federal or Provincial Government, except as reference in Article 16.02.

16.06 In order to qualify for the General Holiday Pay, the employee must work for seven (7) hours on each of their working days immediately preceding the General Holiday and immediately following the General Holiday concerned. The employee will also qualify for the General Holiday pay should he provide a doctor's note issued on the day of the absence and have followed appropriate call in process (re: Article 5).

16.07 In the event that a General Holiday falls within an employee's vacation period, the vacation day that falls on the General Holiday will be reassigned in accordance with the Employment Standards Act.

Article 17 – Seniority

The Employer recognizes the principle of seniority. The purpose of seniority is to provide the order of job awards and overtime, layoffs, recalls and vacation selection.

17.01 The Employer shall immediately and every six (6) months thereafter, supply the Union and Shop Steward with a Seniority List setting out the names, classification, and date of employment of all employees. A copy of this list will also be posted on the Bulletin Board.

17.02 An employee will be considered on probation and will not be subject to the seniority provisions of this Agreement until after they have completed ninety (90) calendar days of employment with the Employer. Upon completion of such probationary period, the employee's name will be placed on the seniority list with the seniority dating from the date they commenced employment within the Bargaining Unit.

17.03 For the purpose of determining the greater seniority between two (2) or more employees hired on the same date, their seniority will be determined by a random draw.

17.04 In the event of a work shortage, for the purpose of lay-offs senior employees who are laid off shall be entitled to bump a junior employee with less overall seniority in the Bargaining Unit.

a) To bump a junior employee, an employee must have the appropriate qualifications for the job. (e.g. Vehicle license, educational requirements).

b) If there is a dispute as to whether or not an employee has the ability to perform a job, they shall be given a reasonable period of time, not to exceed twenty (20) working days on the job, to demonstrate that they have the ability. In the event the employee is not successful, they can be required to go on lay-off and the Employer can recall the less senior employee who was bumped.

- c) An employee can exercise the bumping provision only once during any period of lay-off.

17.05 An employee shall lose their seniority and employment status and their name shall be removed from all Seniority Lists for any of the following reasons:

- a) The employee voluntarily quits their job.
- b) The employee is discharged and is not reinstated in accordance with the provisions of this Agreement.
- c) The employee fails to return to work following a lay-off or fails to make which are satisfactory to the Employer within five (5) calendar days after written notification has been sent by letter or courier by the Employer to their last known address.
- d) The employee is absent for three (3) consecutive days that they are scheduled to work without explanation which the Employer deems acceptable.
- e) The employee has been on lay-off due to lack of work for a period in excess of twelve (12) consecutive months.
- f) If the employee overstays a leave of absence without providing an explanation for their absence, which is acceptable to the Employer.

Article 18 – Days and Hours of Work and Overtime

18.01 The normal workweek shall be Monday through Sunday inclusive and the normal working hours shall be eight (8) hours per day for five (5) consecutive days or ten (10) hours per day for four (4) days.

18.02 a) All Departments that require rotating shifts shall continue the practice during the term of this Agreement. Every effort will be made to develop mutually agreed work schedules, in order of afternoons, nights, and weekends, however, the Employer reserves the right to implement the work schedules required to meet business conditions.

When an employee reports for work on the employee's regular shift and has not been notified by the Employer not to so report, the employee shall work and receive pay for their regularly scheduled straight time hours or shall be paid for their regularly scheduled straight time hours.

If an employee fails to keep their Supervisor informed of the employee's correct address and phone number, the Employer shall be relieved of its responsibility with the guarantee outlined above as it applies to the employees concerned.

- b) Management will determine the shifts for eight (8) and ten (10) hours respectively. Any permanent change in shift start times of one (1) hour or more and/or a permanent change in the workday schedule will be subject to the bidding process. Any displaced employee may exercise his rights under Article 17.04.

18.03 Overtime

- a) On an eight (8) hour shift, any hours worked in excess of eight (8) and up to twelve (12) in any one (1) day shall be paid for at the rate of time and one-half (1.5x). Any hours worked in excess of twelve (12) hours in any one (1) day shall be paid at the rate of double time (2x).
- b) On a ten (10) hour shift, any hours worked in excess of ten (10) hours and up to twelve (12) hours shall be paid at the rate of time and one half (1.5x). Any hours worked in excess of twelve (12) hours shall be paid at the rate of double (2x) time.

18.04 a) Any employee required to work on a scheduled day off shall be paid at the rate of double (2x) time for all hours worked if the employee is working more than six (6) hours on the first day of rest.

- b) Any employee required to work on their second day of rest shall be paid double (2x) time for all hours worked.

To be eligible to the above, an employee must have worked on 1st day of rest and the employee must have worked his complete regular workweek schedule.

18.05 Any employee called back after their working day has been completed or on a day off shall be paid the appropriate overtime rate as stipulated in 18.03 and 18.04 above, but, in any event, shall receive no less than four (4) hours pay at their regular rate.

18.06 All meetings after working hours at the call of the Employer shall be at the employee's discretion unless the Employer classifies it as time worked and pays for same.

18.07 The Employer will provide a minimum of one (1) week notice of any shift change except in situations of a temporary job vacancy that needs to be filled immediately. The scheduled hours of work shall be the straight time hours for that week.

18.08 All overtime will be assigned to senior qualified employees who have put their name on the overtime posting.

Overtime list for all Departments will be posted in a timely manner and on one (1) designated board.

Article 19 – Compensation Coverage

- 19.01** When an employee is injured at work and goes on Worker's Compensation, they shall be returned to work on terms set out by the Worker's Compensation Board and medical authorities as required.
- 19.02** If it is medically proven to the Employer that the employee is unable to do the job the employee held at the time of injury, the Employer will try to place the employee in a job which the employee can perform. If this is impractical, and all reasonable options have been exhausted, then the employee shall be entitled to two (2) weeks notice and severance pay at one (1) week per year of service to a maximum of twelve (12) weeks. This Section is subject to the Grievance Procedure. Severance pay for the year in which an employee terminates shall be pro-rated.

Article 20 – Truck Maintenance and Safety

- 20.01** It is to the mutual advantage of both the Employer and the employees that employees should not operate vehicles which are not in safe operating condition.
- 20.02** It is the responsibility of the employee to report any safety or mechanical defects in the equipment and it shall be the responsibility of the employer to have the necessary repairs made to conform to the safe operation of the equipment. All costs associated with repairs to equipment shall be the responsibility of the Employer.
- 20.03** Employer vehicles are to have regular scheduled maintenance checks. In addition, the Employer shall ensure vehicles are subject to regular washes.
- 20.04** Employees shall not use private vehicles for Employer business.
- 20.05** It shall be the Employer's responsibility to pay all fines levied to employees with respect to the vehicle being overweight with the initial load.
- 20.06** The Employer shall pay for all driver medical exams required to maintain a license class.

Article 21 – Keep Proper Records

- 21.01** Each employee shall, subject to the control of the Employer, keep proper records and make due and correct entries therein, of all transactions and dealings of and in reference of the business of the Employer, insofar as the same comes under their jurisdiction and shall serve the Employer diligently and according to the best of their ability in all respects, and account for all monies collected on behalf of the Employer.

Article 22 – Inspection Privileges

22.01 Authorized Agents of the Union visiting the plant at 9501- 34th Street shall notify the Plant Manager or designate in advance of the visit.

Article 23 – Savings Clause

23.01 Should any Article or Section of this Agreement be held invalid by operation of law or by a tribunal of competent jurisdiction, and should the parties be restrained by such law or tribunal, the remainder of this Agreement remains in full force and effect pending final determination of the disputed Article of Section.

Article 24 – Background Security Checks

24.01 All new employees will be subjected to a criminal and driver’s license background security check as a condition of employment. Should an employee move to a new position that requires a higher security requirement, a background security check will be performed before an employee takes up their new position. If the employee fails the background security check, they will be returned to their former position.

Article 25 – Wage Rates

25.01 A general wage increase to all wage scales as follow:

<u>TITLE</u>	(+ \$0.60) Mar. 13/17	(+ \$0.60) Mar. 13/18	(+ \$0.65) Mar. 13/19
Plant			
Propane Filler	\$22.02	\$22.62	\$23.27
Cylinder Handler	\$27.02	\$27.62	\$28.27
Cylinder Processor	\$31.73	\$32.33	\$32.98
Dispatch/Tractor Trailer	\$31.73	\$32.33	\$32.98
Cylinder truck/delivery (<i>Class 3</i>)	\$31.73	\$32.33	\$32.98
Spec Gases Lab			
Analyst – gas	\$33.09	\$33.69	\$34.34
Administration			
Admin support	\$24.37	\$24.97	\$25.62
Process support	\$26.13	\$26.73	\$27.38

For the purposes of Job bidding only, the following distinct areas will be recognized in the Cylinder Processor Classification:

High Pressure Filling
Acetylene
Specialty Gas Mix
Plant Maintenance

Cylinder Processors working in the High Pressure Filling area will participate in a job rotation through the various processes in the area. The order and number of jobs in the rotation will be determined by Management. Employees bidding into the Cylinder Processor Classification will start in the High Pressure Filling Area at the first job in the order of rotation regardless of seniority. Management will determine the optimal rotation frequency but in any event the rotation will not exceed an eight (8) week interval not withstanding temporary assignments due to vacations, leaves of absences, illness or temporary fluctuations in volume.

- 25.02** Relief employees can be hired for a period of up to one hundred and twenty (120) calendar days (and will be notified as such). Employees in the relief classification will be used to perform work in any classification, for temporary fluctuations in volume of work, absences or temporary vacancies from May through September. Such employees will be paid according to the applicable wage rate for all the work performed.
- 25.03 Lead Hand Premium** – One (\$1.00) dollar per hour over the highest rate supervised will be paid where the Employer designates a Lead Hand.
- 25.04 Two (2) Shift Acetylene Premium** – Employees who work on a rotating two (2) shift acetylene schedule on a regular basis may choose to receive a premium of fifty dollars (\$50.00) per month in lieu of shift premium. There shall be no pyramiding of premiums.
- 25.05 Shift Premium** – All employees required to work after six (6:00) p.m. and before six (6:00) a.m. shall receive a shift premium of one dollar and fifteen cents (\$1.15) per hour.
- 25.06 a)** There will be Relief drivers who may be dispatched to do truck driving on a relief basis. Only qualified employees with the appropriate license may be dispatched as Relief Drivers.
- b)** The four (4) junior Cylinder truck/delivery drivers will be “on call” on a rotational basis and will receive an “on call” allowance of one hundred twenty dollars (\$120) per week. Drivers called out will receive pay in accordance with the terms of 18.05.

25.07 Longevity Premium – The employees shall receive a five hundred and fifty dollars (\$550) lump sum payment in recognition of service in December of the anniversary year, as follows:

5 years	\$550
10 years	\$550
15 years	\$550
20 years	\$550
25 years	\$550
30 years	\$550
35 years	\$550
40 years	\$550

The Union agrees that all employees will opt out of Praxair Canada Inc.'s Service Award Program.

Article 26 – Medical Examinations

26.01 Any medical examination requested by the Employer shall be promptly complied with by all employees, provided however, that the Employer shall pay for all such examinations. The Employer reserves the right to select its own medical examiner or physician.

This Article does not apply to the Short-Term Disability process.

When a medical examination is required by the Employer, the following conditions shall apply;

- a) If an employee takes a medical examination during their normal working hours, they shall be paid for the time involved and thus not lose any pay as a result of their taking a medical examination.
- b) If the medical examination is taken after working hours or on Saturday, the employee shall be paid three (3) hours' pay at straight time rate of pay.

26.02 If following an Employer requested medical examination, any employee is deemed to be physically capable of carrying out their regularly assigned duties, the following procedure shall be followed:

- a) The Employer shall notify the Union of the medical findings in respect to the employee. Should the Union or the employee disagree with said findings, the employee at their own expense shall have the right to be examined by their personal physician. Should the employee's physician agree with the Employer physician's medical findings, the employee will report to work as determined by the Employer.

- b) Where there is no agreement between the Employer appointed physician and the employee's physician on the condition of the employee, the two (2) physicians shall select a medical examiner to examine the employee with respect to the dispute. A Physical Demands Analysis (PDA) will be conducted to define the work function. The Union will have access to review and comment on the PDA. A copy of the PDA will be sent to the appointed medical physician.
- c) The findings of the medical physician shall be final and binding upon all parties.
- d) The remuneration of the medical physician shall be borne equally by the Employer and the Union.
- e) Should the medical physician deem the employee to be capable of carrying on their assigned duties, then the employee shall not suffer any loss of earnings from the time that the matter was in dispute between the parties.

26.03 The Employer shall pay for a medical examination required under Provincial legislation to maintain the license of a driver employed in a driving position.

Article 27 – Management Function

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

- a) Maintain order and efficiency,
- b) Hire, retire, discharge, direct, classify, transfer, lay-off, recall and suspend or otherwise discipline employees, provided that if an employee has been discharged or disciplined without just cause, a grievance may be filed and dealt with in accordance with the Grievance Procedure.
- c) Make and enforce and alter from time to time rules and regulations to be observed by the employees.
- d) Determine the nature and kind of business conducted by the Employer, the kinds and locations of equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the schedules of work, number of personnel to be employed, the extension, limitation, curtailment or cessation of operations, and to determine all other functions are prerogatives hereinbefore vested in and exercised by the Employer which shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement.

27.02 The Employer agrees that any exercising of these rights and powers in conflict with any provisions of this Agreement may be subject to the provisions of the Grievance Procedure.

Article 28 – Eating and Rest Period

28.01 No employee shall be worked longer than five (5) hours without at least a half (½) hour off for the purpose of eating a meal.

28.02 Employees scheduled eight (8) hours per day shall receive two (2) coffee breaks of fifteen (15) minutes duration each day.

Employees scheduled ten (10) hours per day shall receive three (3) coffee breaks of fifteen (15) minutes duration each day.

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.

Article 29 – Expenses

29.01 Employees required to stay away from home overnight on Employer business shall be reimbursed for all reasonable expenses incurred (i.e. fares, meals, lodgings) within a timely manner.

Article 30 – Benefit Plan

30.01 As attached in Appendix “A” herein.

Article 31 – Joint Consultation Committee

31.01 There shall be a Joint Consultation Committee made up of Management and Union employees. On request of either party the parties shall meet at least once every two (2) months until this Agreement is terminated for the purposes of discussing issues relating to workplace that affect the parties or any employee bound by this Agreement.

The minutes of the meeting shall be posted on a Company bulletin board no later than fifteen (15) days after the date of the meeting.

Article 32 – Article Headings

32.01 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 33 – Appendices

33.01 The attached Appendices shall form and be an integral part of this Agreement.

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

Signed at Edmonton, Alberta this _____, day of _____, 2017.

**Praxair Canada Inc.
Edmonton, Alberta**

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

Corina Alexander

Kevin Cowan

Patrick Leland

Bob Murphy

Ron Maloney

Ray Nicholls

Francois Pellerin

Wayne Skene

Derick Searle

Appendix “A”
Benefit Plan

Coverage:

Alberta Healthcare	100% Company
Short Term Disability	100% Company

Short Term Disability

Short Term Disability will be paid in accordance with the Praxair Short Term Disability Policy with the following exception:

Day one (1) of illness or non-occupational injury	50% of regular base pay
Day two (2) of illness or non occupational injury	50% of regular base pay

Should the employee be unable to return to work due to illness beyond five (5) working days, they will be required to file a claim with the Short Term Disability Administrator.

All other benefits shall be as per the proposed Flex Plan.

The level of “Flex Dollar” allocation will be sufficient to provide a minimum coverage under the Praxair Flex Benefit Plan as follows:

1. Extended Health - Moderate
2. Dental - Moderate
3. Long Term Disability - Employee Paid
4. Accidental Death & Dismemberment - 2x Flex Salary
5. Employee Life Insurance - 2x Flex Salary

Appendix “B”
Pension Plan

The employees shall participate in the Company Pension Plan as outlined on Airwaves (intranet). The level of retirement benefits shall not be reduced during the term of this Collective Agreement.