

COLLECTIVE AGREEMENT

BETWEEN

**AIR LIQUIDE CANADA INC.
(VICTORIA & NANAIMO, B.C.)**



AND

MACHINISTS, FITTERS & HELPERS INDUSTRIAL UNION LOCAL NO. 3



SEPTEMBER 1, 2020 - AUGUST 31, 2026

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1.00. PREAMBLE AND DEFINITIONS

- 1.01. Whenever used in this collective bargaining agreement, the term:
- a) “**Employer**” shall mean Air Liquide Canada Inc.
 - b) “**Union**” shall mean the Machinists, Fitters & Helpers Industrial Union Local No. 3, duly certified by the British Columbia Labour Relations Board.
 - c) “**Parties**” shall refer to the Employer and the Union.
 - d) “**Employee**” shall mean any employee(s) employed by the Employer of the Union.
 - e) “**Agreement**” shall mean the current collective bargaining agreement between the Parties, including all Schedules, Appendices, and Letters of Understanding.
- 1.02. Where the context so requires, all references in this Agreement to the singular shall be deemed to include the plural. The use of the masculine or neutral gender with respect to persons shall be deemed to include all appropriate genders.
- 1.03. The Parties agree that every Employee has a right to a harassment free workplace and equal treatment with respect to employment without discrimination because of race, colour, ancestry, place of origin, religion, family status, marital status, physical disability, mental disability, sex, age, sexual orientation, political belief or conviction of a criminal or summary conviction offence unrelated to their employment, or any other grounds of discrimination prohibited by law.
- 1.04. If any article or section of this Agreement should be held invalid by operation of law or by 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 as to persons or circumstances, other than those at to which it has been invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

2.00. RECOGNITION

- 2.01. The Employer agrees to recognize the Union as the sole bargaining agent of Employees on Vancouver Island (British Columbia), except sales staff and those excluded by law, employed by the Employer.
- 2.02. The Employer further agrees not to discriminate or discharge the employees because of their affiliation with the Union.

2.03. The Union recognizes that the management 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, discharge, direct, classify, transfer, lay-off, recall and suspend or otherwise discipline employees, provided that if an employee has been discharged or disciplined without reasonable 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 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 and 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. The Employer agrees that any exercising of these rights and powers in conflict with any provisions of this Agreement shall be subject to the provisions of the Grievance Procedure.

2.04. The Employer agrees that it will not sub-contract out any work which will result in the lay-off of any employees in the bargaining unit or which will reduce the number of employees from those employed prior to sub-contracting out of such work, unless the employees leave of their own accord.

2.05. All work that is normally performed by the bargaining unit shall be performed by those Employees coming within the Bargaining Unit who are members of the Union as prescribed herein, except work involving customer service or when Employees normally performing that work are not available. No Employee shall be laid off or suffer a reduction of hours worked as a result.

2.06. It shall not be a violation of this Agreement and it shall not be cause for discharge if any Employee refuses to go through the legal picket line of the Union.

3.00. SHOP STEWARDS

3.01. The Employees will elect one (1) Shop Steward for each location, one of whom will be a Head Shop Steward. The Shop Stewards shall continue to perform their regular work in order to

maintain efficiency of the operations. The Shop Stewards and/or the aggrieved Employee 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 his regular working hours on Employer premises.

- 3.02. The Employer shall allow time-off work with pay up to the mediation stage to the Head Shop Steward while serving on the Union negotiating committee for the purpose of discussion with the Employer.
- 3.03. Employees shall have the right to have a Shop Steward present or another Employee if the Shop Steward is not available, during a meeting with an Employer Representative concerning a disciplinary measure.
- 3.04. There shall be no discrimination against the Shop Stewards for lawful Union activities.
- 3.05. The Employer agrees to provide space that is readily accessible on its notice boards for the official Union notices of direct interest to the Employees. Such notices shall be posted only by the Shop Steward.

4.00. UNION DUES & UNION MEMBERSHIP

- 4.01. All Employees must become members of the Union and remain members in good standing throughout the life of this Agreement in order to maintain seniority and recall rights.
- 4.02. A new Employee coming under the jurisdiction of the Union will make application to become a member of the Union within the thirty (30) day period following the date of employment with the Employer.
- 4.03. The Employer agrees that, upon written authorization, it will deduct from the Employee's pay, on the first (1st) payday of each calendar month, the amount of Union Dues and Initiation Fees so authorized to be remitted to the Secretary-Treasurer of the Union on or before the fifteenth (15th) day of the following calendar month.

5.00. STATUTORY HOLIDAYS

5.01. The following Statutory Holidays shall be observed:

- New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day

- British Columbia Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Eve one-half (½) day (four (4) hours)
- Christmas Day
- Boxing Day
- New Years' Eve one-half (½) day (four (4) hours)
- Floating Holiday

5.02. When a Statutory Holiday falls on a Saturday or a Sunday, the following Monday shall be observed by the Employer and the Employees as the paid holiday. When Statutory Holidays fall on a Saturday and a Sunday, the following Monday and Tuesday shall be observed by the Employer and the Employees as the paid holidays.

5.03. The Employer will pay each Employee one full days pay in lieu of Statutory Holiday pay. Payment will be made along with the Employee's regular pay.

5.04. No work shall be done on Labour Day except to protect life and property.

5.05. Statutory Holidays are to be paid if an Employee is away from work due to illness or on vacation, not to exceed three (3) such holidays in any one (1) calendar year.

5.06. Statutory Holiday pay will also be paid if failure to return to work is beyond the control of the Employee.

6.00. VACATIONS

6.01. The vacation year for the purpose of this Article will be from June 1st to May 31st. Time off must be taken equivalent to the Employees entitlement and vacations not taken during the twelve (12) months subsequent to May 31st in any one year cannot become cumulative.

6.02. In the event of broken or temporary employment, this vacation credit shall be paid on separation. Vacation time is to be arranged by mutual agreement between the Employer and the Employee.

6.03. Employees who have completed, as of May 31st each year,:

- a) less than one (1) year of service with the Employer, shall be entitled to one (1) day's vacation with pay for each calendar month worked up to a maximum of ten (10) working days that year or four percent (4%) of gross annual earnings, whichever is the greater.

- b) one (1) year of service with the Employer, shall be entitled to two (2) weeks pay that year, or four percent (4%) of gross annual earnings, whichever is the greater.
- c) three (3) years of service with the Employer, shall be entitled to three (3) weeks pay that year, or six percent (6%) of gross annual earnings, whichever is the greater.
- d) nine (9) years of service with the Employer, shall be entitled to four (4) weeks pay that year, or eight percent (8%) of gross annual earnings, whichever is the greater.
- e) seventeen (17) years of service with the Employer, shall be entitled to five (5) weeks pay that year, or ten percent (10%) of gross annual earnings, whichever is the greater.
- f) twenty-four (24) years of service with the Employer, shall be entitled to six (6) weeks pay that year, or twelve percent (12%) of gross annual earnings, whichever is the greater.

6.04. Gross earning is defined as all monies earned during the vacation year.

6.05. To qualify for annual vacation, all Employees must work twenty-six (26) pay periods each year in the service of the Employer. Only pay periods in which the Employee has worked five (5) days or more will count. Any Employee who is within four (4) weeks of qualifying shall be entitled to vacation time accordingly.

6.06. Employees shall not take more than three (3) weeks (fifteen (15) working days for eight-(8)-hour shift Employees and twelve (12) working days for ten-(10)-hour shift Employees) at one (1) time, except by arrangement with the Employer.

- a) Employees wishing three (3) weeks of vacation time must submit a written request to the Employer no later than February 28th, approved by the Employer, and posted by March 15th of current year.

- b) Remaining vacation time must be requested by Employees in writing with three (3) weeks' notice to Employer and approved by Employer. The Employer will respond within one (1) week.

- c) Cancelled vacation will be reposted and offered to junior Employees by seniority.

- d) Employees working ten-(10)-hour shifts will not be required to book a regular day-off as a vacation day.

6.07. Employees on Workers' Compensation shall be given time credit up to one year for vacation accumulation.

- 6.08. End of May each year, percentage of vacation pay, total hours for vacation year and total amount of monies earned for vacation pay for year will be shown on pay stub.
- 6.09. On termination of employment, an Employee will receive vacation pay for vacations earned but not taken.
- 6.10. Employees shall be paid their appropriate vacation pay at the time that they take their vacation, in accordance with the normal payroll.
- 6.11. All Employees will have equal rights as to allotment of holiday time, except where a conflict of dates exist in which case seniority will apply. Where an Employee is working in a dual capacity, management will have the authority to adjust said holiday schedule times to allow for inventory, audit, or the general well being and smooth operation of the Employer business during holiday periods. No discrimination or favoritism of any individual will be condoned or intended.
- 6.12. All holidays to which an Employee is entitled shall be taken.
- 6.13. Any Employee on sick leave, compensation, attending school or convention, and receiving remuneration from any source, shall not have the time taken classed as holidays.

7.00. HOURS OF WORK AND OVERTIME

- 7.01. The regular work week shall be forty (40) hours from Monday to Friday inclusive and the regular work day shall be eight (8) hours from 8:00 a.m. until 4:30 p.m. with an unpaid one-half-(½)-hour lunch period to be taken between 11:30 a.m. and 1:00 p.m. The starting time, when necessary, can vary between 6:00 a.m. and 8:00 a.m., which must be mutually agreed upon between the Employer and the Employee concerned. A relief Employee will assume the shift of the Employee being relieved.
- 7.02. All authorized overtime will be voluntary, provided a sufficient number of qualified Employees are willing to perform the authorized overtime. If there were not enough qualified Employees, then they would be assigned by reverse seniority starting with the most junior. Double time (2x) shall be paid for all overtime worked except as specifically set out in this Agreement.
- 7.03. Over eight (8) hours but less than ten (10) hours, location Employees shall be paid one and one-half (1½) times the hourly rate. Over ten (10) hours, two times (2x) the hourly rate shall be paid.
- 7.04. One and one-half (1½) times the hourly rate shall be paid for hours worked on Saturdays up to four (4) and double time (2x) for hours worked thereafter.
- 7.05. Double time (2x) will be paid for all work performed on Sundays and Statutory Holidays.

- 7.06. When it is necessary to work two (2) or more hours of overtime following completion of shift, Employees will be provided a meal or be given a meal allowance of twelve dollars (\$12.00), unless said meal is covered by section 12.02.
- 7.07. Unless otherwise notified, Employees who report for their regular shift shall receive a minimum of four (4) hours pay, unless reason beyond the control of the Employer make it necessary to close the location or any part thereof, when Employees may be sent home and paid only for the actual time worked within a minimum of two (2) hours.
- 7.08. Employees required to work their regular lunch period shall be paid one and one-half times (1½) for their lunch period, and be given sufficient time to eat their lunch by 1:30 p.m.
- 7.09. Employees who work overtime so that eight (8) hours do not elapse between the end of the overtime and the beginning of their regular shift shall not be required to report to work until there has been a break of eight (8) hours, when straight time will be paid for the remainder of their shift. If, for emergency reasons, they are called in without an eight (8) hour break, double time (2x) will be paid for the hours worked.
- 7.10. Employees who have worked their regular shift, and worked overtime to the extent of not getting an eight (8) hour break, will not lose the time taken from their next regular shift to make up the eight (8) hour break.
- 7.11. Employees, who have left the location at the end of a normal shift and are called in to work, shall be paid the usual overtime rate for the time worked but in no case shall it be less than a minimum of four (4) hours pay at straight time rate.
- 7.12. Coffee breaks of ten (10) minutes duration are to be provided twice (2x) during the regular shift at a time agreeable to Employer and Employee.
- 7.13. If the Employee has to leave the shop for any reason, he is to notify Management of his intention to leave and his reason for leaving.

8.00. CLASSIFICATIONS

- 8.01. Employees working in a dual capacity shall be paid at the rate applicable to the work performed. However, Employees temporarily leaving their own classification of work to another carrying a lower rate shall be paid the regular rate of their own classification.
- 8.02. An Employee shall be classified as a student if he attends school full time and is only available for work after classes, weekends and when school is not in session. A student will not operate a vehicle in excess of a gross vehicle weight of eight thousand kilograms (8,000 kg).

- 8.03. Training for new Employees will include all aspects of cylinder handling, dangerous goods, warehouse stocking, receiving, and shipping, counter sales, small truck deliveries, and product knowledge courses as considered necessary by the Employer.

9.00. SENIORITY

- 9.01. In the event of a work shortage, for the purpose of lay-offs and recalling to work Employees who have been laid off, Bargaining Unit seniority will apply where any Employee has the ability and efficiency to perform within a reasonable period of time any job in the premises to which his seniority would entitle him. In the event that a job opening arising while a laid off Employee maintains recall rights, the Employer will inform the Employee of the opening by registered or electronic mail to the last address recorded with the Employer, and the Employee may then apply for the position. If the Employee does not apply for the position within forty-eight (48) hours of receipt of the notice, the Employee will not be eligible for consideration for the position in question.
- 9.02. When filling job vacancies (excluding promotions to positions outside of the Bargaining Unit, which shall not be subject to the provisions of this Agreement), Bargaining Unit seniority will apply where an Employee has the ability and efficiency to perform any job in the premises to which his seniority would entitle him. Transfers between locations will be done through the posting procedure.
- 9.03. When it is necessary to fill a job vacancy or if a new job is created, the Employer shall post a notice on the Notice Board for seventy-two (72) hours, excluding Saturdays, Sundays and Statutory Holidays, advising that a vacancy exists in a particular job, giving the details of the job, rates of pay, etc. Employees desiring such job may apply in writing within the above posting period. The vacancy shall be filled in accordance with section 9.02. Employees on vacation may apply on their return to work. The Union will be given a copy of the notice referred to above.
- 9.04. The Employer shall post the name of the successful applicant as soon as the decision is made.
- 9.05. An Employee that successfully applies on a job vacancy will be given a reasonable trial period. The trial period shall not be less than thirty (30) calendar days or greater than ninety (90) calendar days. If, after the conclusion of at least thirty (30) calendar days, the said Employee is unable to perform the work satisfactorily, he may revert to his former position and rate of pay without loss of seniority.
- 9.06. When an Employee accepts a position outside the Bargaining Unit and at a later date returns to a position in the Bargaining Unit, the time worked by such Employee out of the Bargaining Unit shall not be counted and accrued for the purposes of determining his seniority regarding layoffs, recalls and promotions up to a maximum of twelve (12) months. Previous Bargaining Unit seniority will also apply for twenty-four (24) months.

- 9.07. An Employee will be on probation until he has completed sixty (60) working days of employment with the Employer within a twelve-(12)-month period. While an Employee is on probation, he may be dismissed if he is unsuitable for continued employment in the opinion of the Employer. All other provisions of this Agreement apply to probationary Employees except that a probationary Employee who is laid off will have preference to be rehired during the ninety (90) calendar days following the date of his layoff. When an Employee has completed probation, his name will be placed on the seniority list with seniority dated from the date he commenced employment.
- 9.08. The Employer shall prepare one (1) seniority list and it shall make such list available to the Union upon request.
- 9.09. Service with the Employer shall be considered broken by:
- a) Employees quitting on their own accord;
 - b) Employees discharged for cause and who are not reinstated by the Employer under the Grievance Procedure;
 - c) Employees being absent for three (3) consecutive working days without notification to the Employer, except where the ability to notify the Employer is beyond the control of the Employee;
 - d) Employees who are out of the service of the Employer for an unbroken period of more than one (1) year for any reason excepting:
 - e) An Employee who is on long-term disability or on workers' compensation as the result of an accident during the course of his work for the Employer, and who is absent from work for this reason for a period of more than one (1) year when returning to work, unless he has been laid off in accordance with seniority, during the time absent on long-term disability or workers' compensation, and the extent of the layoff on long-term disability or workers' compensation, is more than one (1) year.

10.00. GRIEVANCE AND ARBITRATION PROCEDURE

- 10.01. The term "Grievance" means any difference between the Parties concerning this Agreement's interpretation, application, operation, or any alleged violation thereof, and the "Party" means one of the Parties to this Agreement.
- 10.02. Grievances shall be settled in the following manner:

- a) Between the aggrieved party and the Supervisor.
- b) Between the Shop Steward and the Supervisor.
- c) Between the aggrieved party, the Shop Steward, the Business Agent and Management.

10.03. Failing satisfactory settlement within seven (7) days or within such time as the Parties may agree to, it shall be referred to an Arbitration Board of three (3) persons as follows:

- a) The Party desiring arbitration shall appoint a member for the Board and shall notify the other Party, in writing, of its appointment. The Party receiving the notice shall appoint a member for the Board and notify the other Party in writing of its appointment.
- b) The two (2) arbitrators so appointed shall confer to select a third (3rd) person to be Chairperson and failing for three (3) days from the appointment of the second (2nd) of them to agree upon a person willing to act, either of them may apply to the Minister of Labour to appoint such a third (3rd) person.
- c) The Arbitration Board shall sit, hear the Parties, settle the terms of the question to be arbitrated, and make its award within ten (10) days from the date of the appointment of the Chairperson. The time may be extended by agreement of the Parties.
- d) The Board shall deliver its award in writing to each of the Parties, and the award of the Board shall be final, conclusive, and binding upon the Parties and they shall implement it forthwith.
- e) The Arbitration Board shall not be vested with power to change, modify, or alter any of the terms of this Agreement.

10.04. Each Party shall pay its own cost and expenses of arbitration, the remuneration of its appointee to the Board, and one-half (½) the compensation and expenses of the Chairperson and stenographic and other expenses of the Arbitration Board.

10.05. The Parties can agree to use a single arbitration procedure.

10.06. All interpretation of this Agreement shall be made in writing and signed by the representatives of both Parties, and shall become part of this Agreement.

11.00. LEAVE OF ABSENCE

11.01. In the event of death in the immediate family of an Employee, the Employer will grant three (3) days leave of absence, if required, with full pay. Up to five (5) full days with pay will be granted, as may be required where out-of-town travel is involved. Immediate family shall mean husband, wife, mother, father, stepmother, stepfather, mother-in-law, father-in-law, sister, brother, children, or grandparents.

- 11.02. All time lost by an Employee due to necessary attendance on Jury Duty or on call for Jury Duty or as a Subpoenaed Witness shall be paid for at the difference between his regularly hourly pay and the amount he received for such duty, provided, however, that any such Employee shall make himself available for work before or after being required for such duty, wherever practical.
- 11.03. Employees may be granted a leave of absence without affecting their seniority. Such leave of absence must be granted in advance, in writing by the Employer, and a copy must be sent to the Union.

12.00. TRANSPORTATION

- 12.01. Transportation will be supplied or allowed to and from home to Employees called out when regular transportation services are not in operation.
- 12.02. Employees required to work at points outside the boundaries of Greater Nanaimo or Greater Victoria shall be supplied with transportation. Employees required to stay away from home overnight shall receive twelve dollars and sixty-five cents (\$12.65) per meal to a maximum of three (3) meals per day and reasonable hotel expenses, which will normally be the responsibility of the Employer. Traveling time shall be paid for at the rate of pay applicable to said Employee.
- 12.03. Any Employee required using his personal vehicle for Employer business shall be reimbursed as per the Employer's policy.
- 12.04. When an Employee is required to travel for training, he will be paid at straight time rates for all traveling time.

13.00. HEALTH AND SAFETY

- 13.01. The Employer will supply uniforms, gloves, hard hats and will clean and maintain the uniforms.
- 13.02. For Employees who desire coverall service, up to three (3) pair a week, the Employer agrees to pay the full cost of this service. If any Employee is required to wear any kind of uniform as a condition of continued employment, such uniforms shall be furnished and maintained free of charge by the Employer, at the standard required by the Employer.
- 13.03. Employees will be reimbursed either:
- a) One hundred percent (100%) of the cost of metatarsal type safety boots approved by the Employer not more than twice (2x) per year, if such purchases are required, on submission of a receipt, or

- b) Up to seventy dollars (\$70.00) not more than twice (2x) per year (or one hundred and forty dollars (\$140.00) once (1x) per year) if such purchases are required, on submission of a receipt verifying the purchase of a pair of safety boots.

13.04. The Employer will provide rain gear for truck drivers and one set for each store.

13.05. It is to the mutual advantage of both the Employer and the Employees that Employees should not operate vehicles that are not in safe operating condition.

13.06. Employees suffering from an injury or illness requiring an absence shall report the fact to the Employer as soon as possible, prior to their actual starting time, so adequate replacement may be made if necessary.

13.07. When an Employee suffers an injury, whether on the job or not, or suffers any verified illness, preventing him from reporting to work, he will automatically be granted an unpaid leave of absence up to eighteen (18) months, which period may be extended by mutual agreement.

13.08. It is against the policy of the Employer for drivers of service vehicles to transport passengers other than Employees, without the explicit permission and approval of an Employer representative. Failure to comply will be dealt with in the following manner:

- a) First offense: written warning to the Employee. One (1) copy to the Union one (1) copy to the Employee.
- b) Second offense: Dismissal.

13.09. The Union will co-operate with the Employer in encouraging Employees to observe any safety and health regulations.

13.10. Any Employee who considers that any practice being carried out within the vehicles or premises is unsafe or detrimental to the health of any person working therein, shall have the right to speak to the Employer about the matter. If the situation is not corrected in a reasonable period of time, the matter may be considered the cause for a grievance to be handled through the grievance procedure.

14.00. MOONLIGHTING

14.01. The practice commonly known as “moonlighting” shall refer to a full-time Employee regularly making a practice of working for another employer for a substantial number of hours during the week.

14.02. When this practice affects or conflicts with the Employer's business or the Employee's ability to perform his job, it shall be cause for reprimand or dismissal.

14.03. When this practice affects or conflicts with the Union policy, the Employer agrees to co-operate with the Union in reprimand or dismissal.

15.00. BENEFITS AND PENSION

15.01. The Employer will pay one hundred percent (100%) of the premium to a maximum of two dollars and twenty cents (\$2.20) per hour for the present Welfare Plan for Employees.

- a) The Employer agrees to submit to the Union, by the fifteenth (15th) of the following month, a list of Employees, together with the number of actual hours worked by each Employee covered by the Employer's remittance to the Union Welfare Plan, regardless of shift worked, as defined in Article 7.00; deductions from the Employee and Employer will be on all hours worked.
- b) The Employee is off a full one (1) week due to illness, the Employer will pay the waiting period at the Union's Welfare Plan rates. A doctor's certificate is required.
- c) Employees shall have five (5) sick days per calendar year at the Employee's rate of pay. Sick days cannot be banked, are not transferable to a following year, and are not paid out if unused. Doctor's certificate is required to substantiate claim.

15.02. The Employer agrees to maintain, for the term of this agreement, the Pension Plan "A" of Air Liquide Canada Inc. (hereinafter the "**Pension Plan**"). New Employees will be enrolled into the defined contributions module of the Pension plan (hereinafter the "**DC**").

- a) Employees in the defined benefits module of the Pension Plan shall contribute five percent (5%) of their base salary.
- b) Employees in the DC shall contribute four percent (4%) of their base salary. The Employer's contribution to the DC is five percent (5%) of an Employee's base salary. The Employee in the DC can take advantage of an optional supplemental contribution up to two percent (2%) of such Employee's base salary, where the Employer will also match up to two percent (2%) of such Employee's base salary. The Union will be informed of amendments made to the Pension plan.

16.00. WAGES

16.01. The Employer agrees to pay its Employees wage rates identified herein, which are detailed in Appendix "A" herewith.

16.02. The Basic Wage Rate shall be thirty-eight dollars and twenty-seven cents (\$38.27) and increased on an annual basis. For year:

- a) 2021: the Basic Wage Rate will be increase by one and one-half percent (1.50%)
- b) 2022: the Basic Wage Rate will be increase by one and one-half percent (1.50%)
- c) 2023: the Basic Wage Rate will be increase by one and one-half percent (1.50%)
- d) 2024: the Basic Wage Rate will be increase by two percent (2.00%)
- e) 2025: the Basic Wage Rate will be increase by two percent (2.00%)
- f) 2026: the Basic Wage Rate will be increase by two percent (2.00%)

16.03. The wage rate for the:

- a) "Pick-Up & Delivery Driver/ Insides Sales Representative/ Warehouseperson" job classification shall be equal to the Basic Wage Rate;
- b) "Trailer Driver" job classification shall be fifty cents (\$0.50) above the base regular wage rate.

16.04. An Employee classified as "Student" will be paid fifty percent (50%) of the "Pick and Delivery Driver/Inside Sales Representative/Warehouseperson" job classification's wage rate.

16.05. Any change in wage rates shall be effective on or about January 1st, from the beginning of the nearest first (1st) pay period of the calendar year.

16.06. In the event that a new job classification is introduced, the Employer will establish the wage rate for such new classification and shall advise the Union.

- a) In the event that the work done in any job classification changes and warrants a change in the wage rate, the Employer shall make such change and advise the Union. The new or changed rate shall remain in force unless changed through the Grievance Procedure or Arbitration Procedure.
- b) A grievance may be filed within twenty (20) working days, or such period as mutually agreed to between the Parties, after implementation of the new or changed rate.
- c) In establishing any new rate, the Arbitration Board shall be guided by the relationship of the job under review to similar or comparable job classifications and their rate structure under this Agreement or in other comparable jobs.

16.07. When a charge hand is required, the rate for such classification will be negotiated between the Parties.

16.08. Progressive wage rates for new Employees will be as follows:

LENGTH OF SERVICE	RATIO
At Start	Sixty-five percent (65%)
After six (6) months	Seventy-five percent (75%)
After twelve (12) months	Eighty-five percent (85%)
After eighteen (18) months	Ninety-five percent (95%)
After twenty-four (24) months	One hundred percent (100%)

- a) New Employees with “Class 3 Air” will start their wage progression at the “After six (6) months” rate of seventy-five (75%).
- b) New Employees hired with previous experience in the industry may be given credit for their experience in determining their applicable rate.

16.09. When the employment of a regular full-time Employee is permanently terminated by the Employer due to a loss of business by the Employer or due to technological changes, such Employee, provided he has been in the employ of the Employer for a minimum of one (1) year upon request, shall receive one (1) week’s pay for each year of service with the Employer commencing with the second (2nd) year of service, subject to the following stipulations. The payment will not effect the Employees right to be recalled. However, an Employee who receives such payment, and is subsequently recalled to work, will only accumulate further rights to such payment commencing with the date he was recalled.

16.10. An Employee discharged for cause will receive his pay and any other monies he is entitled to as per the regular payroll payment schedule following the termination of employment. An Employee terminating his services will receive his pay and any other monies he is entitled to as per the regular payroll payment schedule following the termination of employment.


17.00. DURATION

17.01. This Agreement shall be in full force and effect from and including September 1, 2020, through August 31, 2026, 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 of August 31, 2026, 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 of a renewal or revision of the Agreement, or a new collective agreement.

17.02. 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 is implemented, or the Employer shall give notice of lockout and such lockout is implemented, or the parties shall conclude a renewal or revision of the Agreement or a new Agreement.

17.03. The Parties mutually agree to exclude the operation of subsections 2) and 3) of Article 50 of the British Columbia Labour Relations Code.

IN WITNESS WHEREOF, the Parties have signed this Agreement electronically on May 11, 2021.

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David LECOMPTE, Labour Relations Manager
Air Liquide Canada Inc.

DocuSigned by:

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Robert DEDRICK, Head Shop Steward
Machinists, Fitters & Helpers Industrial Union Local No. 3

DocuSigned by:

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Sandra FERNANDEZ, Human Resources Manager
Air Liquide Canada Inc.

DocuSigned by:

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Ron WICKETT, Business Manager
Machinists, Fitters & Helpers Industrial Union Local No. 3

DocuSigned by:

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Derek CARTER, Regional Manager – Network Sales
Air Liquide Canada Inc.

DocuSigned by:

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Bertrand MASSELOT, President and CEO
Air Liquide Canada Inc.

APPENDIX "A" – WAGE SCHEDULE

CLASSIFICATIONS	SERVICE (months)	RATIO	2021	2022	2023	2024	2025	2026
Pick-Up & Delivery Driver/ Insides Sales Representative/ Warehouseperson	24 and more	100%	\$38.85	\$39.43	\$40.02	\$40.82	\$41.64	\$42.47
	Less than 24	95%	\$36.91	\$37.46	\$38.02	\$38.78	\$39.56	\$40.35
	Less than 18	85%	\$33.02	\$33.52	\$34.02	\$34.70	\$35.39	\$36.10
	Less than 12	75%	\$29.14	\$29.57	\$30.02	\$30.62	\$31.23	\$31.85
	Less than 6	65%	\$25.25	\$25.63	\$26.01	\$26.54	\$27.07	\$27.61
Student		50%	\$19.43	\$19.72	\$20.01	\$20.41	\$20.82	\$21.24
Trailer Driver	24 and more	100%	\$39.35	\$39.93	\$40.52	\$41.32	\$42.14	\$42.97
	Less than 24	95%	\$37.38	\$37.93	\$38.49	\$39.25	\$40.03	\$40.82
	Less than 18	85%	\$33.45	\$33.94	\$34.44	\$35.12	\$35.82	\$36.52
	Less than 12	75%	\$29.51	\$29.95	\$30.39	\$30.99	\$31.61	\$32.23
	Less than 6	65%	\$25.58	\$25.95	\$26.34	\$26.86	\$27.39	\$27.93

LETTER OF UNDERSTANDING #1 – BANKED OVERTIME

BETWEEN: **Air Liquide Canada Inc.**, headquartered at 1250 René-Lévesque West Boulevard, Suite 1700, Montreal (Québec) H3B 5E6, on behalf of its establishments located at 929 Ellery Street, Victoria (British Columbia) V9A 4R9 and 2258 Dorman Road, Nanaimo (British Columbia) V9S 5G2 (hereinafter the “**Employer**”);

AND: **Machinists’, Fitters & Helpers Industrial Union Local No. 3**, headquartered at 3-802 Esquimalt Road, Suite 3, Victoria (British Columbia) V9A 3M4 (hereinafter the “**Union**”);

WHEREAS a collective bargaining agreement, effective September 1, 2020, through September 30, 2026 (hereinafter the “**Collective Agreement**”), exists between the Employer and the Union (hereinafter collectively the “**Parties**”);

WHEREAS the Parties wish to maintain orderly and harmonious labour relations through mutual concessions set forth in this agreement (hereinafter the “**Letter of Understanding**”);

NOW, THEREFORE, the Parties agree as follows:

- 1) By mutual agreement in writing (hereinafter an “**Individual Contract**”) the Employer and its Employee, arrangements may be made for the duration of such Individual Contract, to bank accumulated overtime.
 - a) The Employee may then request such banked overtime in time off. Upon request by the Employee, such time off will be taken at the Employer’s discretion consistent with the efficient operation of the business.
 - b) The maximum amount of banked overtime, which can be accumulated, is equivalent to forty-eight (48) regular hours.
- 2) An Employee that desires to bank overtime shall request in writing indicating this, which will be binding for the duration of the calendar year. An Employee shall give at least ten (10) days’ notice when desiring to take banked overtime off. Once approved by the Employer, changes may be made by mutual agreement.
- 3) Overtime which is banked shall be credited in terms of hours and when taken as time off shall be paid out at the same hourly rate as banked. When an Employee leaves the Employer, all banked hours shall be paid out in total. Other unused banked overtime shall be paid on the last pay of each calendar year.
- 4) The Employer will keep a record of all banked overtime, which will be available for perusal by the Employee.
- 5) Example of Banked Hours:
 - a) One (1) hour at one and one-half (1½) time would equal to one and one-half (1½) hours banked;

b) One (1) hour at double time (2x) would equal to two (2) hours banked.

IN WITNESS WHEREOF, the Parties have signed this Letter of Understanding electronically on May 11, 2021.

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David LECOMPTE, Labour Relations Manager
Air Liquide Canada Inc.

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Robert DEDRICK, Head Shop Steward
Machinists, Fitters & Helpers Industrial Union Local No. 3

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Sandra FERNANDEZ, Human Resources Manager
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Ron WICKETT, Business Manager
Machinists, Fitters & Helpers Industrial Union Local No. 3

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Dereck CARTER, Regional Manager – Network Sales
Air Liquide Canada Inc.

DocuSigned by:

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Bertrand MASSELOT, President and CEO
Air Liquide Canada Inc.

LETTER OF UNDERSTANDING #2 – TEN-(10)-HOUR SHIFTS

BETWEEN: Air Liquide Canada Inc., headquartered at 1250 René-Lévesque West Boulevard, Suite 1700, Montreal (Québec) H3B 5E6, on behalf of its establishments located at 929 Ellery Street, Victoria (British Columbia) V9A 4R9 and 2258 Dorman Road, Nanaimo (British Columbia) V9S 5G2 (hereinafter the “**Employer**”);

AND: Machinists’ Fitters & Helpers Industrial Union Local No. 3, headquartered at 3-802 Esquimalt Road, Suite 3, Victoria (British Columbia) V9A 3M4 (hereinafter the “**Union**”);

WHEREAS a collective bargaining agreement, effective September 1, 2020, through September 30, 2026 (hereinafter the “**Collective Agreement**”), exists between the Employer and the Union (hereinafter collectively the “**Parties**”);


WHEREAS the Parties wish to maintain orderly and harmonious labour relations through mutual concessions set forth in this agreement (hereinafter the “**Letter of Understanding**”);

NOW, THEREFORE, the Parties agree as follows:

- 1) This Letter of Understanding applies to Pick-Up and Delivery Truck Drivers.
- 2) This Letter of Understanding shall remain in force for the duration of the main Collective Agreement between the parties. The Employer may terminate, with thirty (30) days’ notice, ten (10) hour shifts if they are found to adversely affect production. Working conditions will then be as per provision of the main Collective Agreement.
- 3) For the life of this Letter of Understanding, the following amendments will be made to the Collective Agreement in existence, insofar as it applies to Employees covered by this Letter of Understanding:
 - a) The normal workweek will be composed of forty (40) hours, Monday to Friday inclusive, and the normal shift will be ten (10) hours. It is agreed that 7:00 a.m. is considered as the usual starting time, but that this starting time, when necessary, can vary between 5:00 a.m. and 8:00 a.m., which must be mutually agreed upon between the Employer and the Employee concerned.
 - b) Hours worked in excess of ten (10) but less than twelve (12) in any one (1) day, shall be paid one and one-half (1½) times the hourly rate. Over twelve (12) hours, two times (2x) the hourly rate shall be paid. On an Employee’s first (1st) day off, he shall be paid one and one-half (1½) times the hourly rate for hours worked up to five (5) and double time (2x) for hours worked thereafter. On an Employee’s second and subsequent day-off, he shall be paid at the rate of double time (2x) for all hours worked.

- c) Statutory Holiday pay will be computed on the basis of ten (10) hours at the Employee's regular hourly rate. If a Statutory Holiday falls on a non-working day, the day-off will take place the day before or after at the Employer's discretion.

IN WITNESS WHEREOF, the Parties have signed this Letter of Understanding electronically on May 11, 2021.

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David LECOMPTE, Labour Relations Manager
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