

FEDERAL

YUKON

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COLLECTIVE AGREEMENT

Between

SUPERIOR PROPANE
A Division of Superior Plus Inc.

Hereinafter called "The Company"

And

TEAMSTERS LOCAL UNION NO. 31, YUKON

Hereinafter called "The Union"

Erective Date: January 1, 2001 to December 31, 2005

Ratification Date: December 11, 2003

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THIS AGREEMENT entered into this 11th day of December, 2003

BETWEEN: SUPERIOR PROPANE
a Division of Superior Plus Inc.
(hereinafter called the "Company")

OF THE FIRST PART

AND: TEAMSTERS LOCAL UNION NO. 31, YUKON
Affiliated with The International Brotherhood of
Teamsters and Teamsters Canada
(hereinafter called the "Union")

OF THE SECOND PART

ARTICLE 1 - BARGAINING AGENCY

- a) The Company recognizes the Union as the sole collective bargaining agency of the employees of the Company, as described in the Order dated December 14, 2001, for the consolidated certification, and any future variances as may be granted by the Canada Industrial Relations Board, excluding management, supervisors (including operations and office), sales staff, front end attendants, and those excluded by the Code.
- b) The term "employee" as used in this Agreement shall apply to any person performing work in any job which is covered by the certificate and *this* Agreement.
- c) 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. Further to this, no work shall be done by an outside jobber, contractor, or agency that falls within the scope of any work the Company performs for remuneration, unless all of the Company's own employees are working and/or the Company's employees cannot perform the work required to be done, and/or as provided under the Sub-Contracting Article in this Agreement. The Parties agree, however, that if a particular job is discontinued or altered by any technological change, the employee or employees involved will be given the opportunity to stay in the employ of the Company in a job to which their seniority and capabilities would entitle them.
- d) These provisions shall not preclude the Company from setting up dealerships within the area covered by the certification, provided that such dealerships will not result in the loss of employment of any of the Company's employees who are members of the bargaining unit, and further that such dealerships are discussed with the Union before implementation and further that all dealers, if individuals, shall be required to be members of the Union and if they hire employees, an agreement acceptable to the Parties shall apply. If an agreement acceptable to the Parties is not concluded within thirty days (30) days or such longer period of time as mutually agreed to by the Parties, then an agreement similar or identical to this one shall apply.
- e) The Company shall provide to the Union immediately upon the signing of this Agreement a complete list of all dealerships who make propane deliveries or service propane equipment and appliances operating in the geographic area as set out in a) herein, A dealer is one who delivers propane and/or services propane equipment or appliances. An agent is a service station or whatever that fills cylinders from a stationary tank on its premises.

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ARTICLE 2 - UNION SECURITY

- a) All employees covered by the Union's certification and Agreement who are now members of the Union shall remain members as long as they remain employees of the Company (unless they are promoted out of the bargaining unit and as provided in Section d) of this Article) and all new employees must, as a condition of employment, make an application to become a member of the Union immediately upon their commencing their employment hereunder.
- b) It shall be the responsibility of each Market Manager of each site covered by this Agreement to have each new employee fill in the required application cards and death benefit cards and submit same to the Union Secretary. The Company shall, on each month's check-off list sent to the Union, show the name, site and home address of each new employee hired since the previous check-off was sent to the Union.
- c) When any new employees are required, the Company shall phone the Union office for the area where the employee is required, to see if the Union has a person who may be suitable for the job in question. Such person shall be interviewed by the Company but must meet the requirements of the Company to be hired.
- d) Should any employee covered by the bargaining unit cease, at any time, to be a member in good standing of the Union, the Company shall, upon notification from the Union, discharge such employee.
- e) If the Company has purchased or purchases any other company in the same business, the terms and conditions of this Agreement shall apply to that company and any employees employed in categories that are covered by the terms of this Agreement as permitted by the Canada Labour Code in the Yukon Territory.

ARTICLE 3 - DEDUCTION OF DUES

- a) The Union shall each month mail to the Company a check-off form, in duplicate, setting out the names of each employee in the Union and the amounts of monies they owe.
- b) The Company shall also on each monthly check-off list show the names of all employees who commenced and discontinued employment in each month, and the Company shall deduct and remit to the Union an amount equal to the monthly dues of the said Union for each new employee hired by the Company each month as soon as a new employee has completed three (3) working days of employment. If the Union check-off has been remitted for that month, the specified amount shall be added to the next month's check-off and shown as the previous month's dues deducted from such new employee.
- c) Upon the completion of three (3) working days of employment, all employees shall be required to sign an authorization of check-off of Union dues, initiation fees, fines and assessments which may be levied by the Union in accordance with its Constitution and By-Laws. Such monies deducted shall be forwarded to the Secretary-Treasurer of the Union together with one (1) copy of the check-off list not later than the tenth (10th) day of the month.
- d) The Company shall record on each employee's annual T- 4 Statement the total Union dues deducted and submitted on behalf of that employee.

ARTICLE 4 - LEAVE OF ABSENCE

Section 1 -Written Permission

- a) If an employee desires a leave of absence for reasons other than those referred to below, he/she must obtain permission in writing from the Company. However, no legitimate and reasonable request for a leave of absence will be denied.
- b) During an authorized leave of absence, an employee shall maintain and accumulate seniority.
- c) In any instance where it is proven that an employee has accepted other employment without the written consent of the Supervisor/Market Manager, when on leave of absence or vacation or while on full time employment with the Company, his/her employment shall be terminated.

Section 2 - Injury or Illness

- a) When an employee suffers an injury, whether on the job or not, or suffers any illness preventing him/her from reporting to work, he/she will automatically be granted leave of absence, without pay, subject to any payments the employee is entitled to under any Welfare Plan or other provisions, until such time as their doctor states they can return to work.
- b) When an employee suffers an injury or illness which requires his/her absence he/she shall report the fact to their Supervisor/ Market Manager as soon as possible so adequate replacement may be made if necessary. Employees must keep the Company notified of the correct address and phone number at all times.

Section 3 - Bereavement Leave

- a) In the case of death in the immediate family, the employee shall be granted leave of absence with full pay, for the purpose of attending or arranging the funeral, up to a maximum of three (3) consecutive working days. Employees who are required to travel beyond 500km (300 miles) one way in order to attend the funeral of the deceased will be granted 2 additional days of bereavement leave with pay. Abuse of this Section will render the employee liable to non-payment of this allowance. It is understood that qualification for non-payment is governed by this Article but in no way limits the Company to further disciplinary action where warranted. Immediate family shall include husband, wife, mother, father, sister, brother, children, mother or father-in-law, grandparents, sister or brother-in-law, son-in-law or daughter-in-law. Step-parents shall be deemed as parents.

Section 4 - Jury Duty

- a) All time lost by an employee due to necessary attendance on Jury Duty, or any Court proceedings arising out of his/her employment, or in completing driver's tests or doctors' examinations in connection therewith, or being subpoenaed as witness at a trial, shall be paid for at the rate of pay applicable to said employee. Any employee on Jury Duty shall, subject to this provision, make him/herself available for work before or after being required for such duty wherever practicable. All Jury Duty pay or witness fees received by the employee from the Courts shall be reimbursed to the Company.

Section 5 - Maternity and Parental Leave

- a) Regular employees shall be entitled to Maternity and Parental leave of absence in accordance with the provisions of the Yukon Employment Standards Act.

Section 6 - Sick Leave

The Sick Leave Plan does not form part of the Health and Welfare Plan.

- a) All regular employees who have six (6) months continuous service or more shall thereafter accumulate paid sick leave at the rate of one-half (1/2) day per employed month to a maximum of thirty (30) days. The accumulation of said sick leave shall be based on the following provisions:
 - i) The employee shall begin accumulation of sick leave at the start of the pay period immediately following the date he/she completes six (6) months of continuous employment.
 - ii) The employee must be paid for not less than one hundred and twenty-eight (128) hours in a four (4) week period to be credited for a half (1/2) day in that month including vacation and General Holidays.
 - iii) Employees absent from work due to leave of absence for any reason, or sickness and compensation, will not accumulate sick leave during this absence.
- b) For any of the first three (3) successive days of sickness, provided the employee has sufficient accumulated sick days to his/her credit and where such period of sickness is not covered by either Health and Welfare Trust Plan or Workers' Compensation, paid sick leave shall be applied as follows:
 - i) One (1) full day's pay for each of the first (1st), second (2nd), and third (3rd) days of sickness provided those days are regular work days.
 - ii) A day's pay for employees will be eight (8) hours or ten (10) hours pay, as the case may be, at the regular hourly rate for his/her classification.
 - iii) It shall be the responsibility of the employee to claim for accredited sick leave on such forms as the Company may prescribe.
- c) Any proven abuse of the Sick Leave Provisions will subject the employee to immediate dismissal.
- d) A medical certificate may be required to claim benefits under this provision.

Section 7 - Union Business

- a) The Company shall allow time off work, without pay, and without discrimination, to not more than one (1) employee at one time, in each bargaining unit, to serve 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, providing two (2) weeks notice in writing has been given.

ARTICLE 5 - SHOP STEWARD

- a) The union may appoint a Shop Steward in each site to see whether the members of the Union and the Company live up to the provisions of this Agreement and to process any grievances or infractions of this Agreement. There shall be no discrimination against the Shop Stewards for lawful Union activities and they shall be allowed to process grievances during working hours. Reasonable prior notice will be given to the Supervisor/Market Manager and such permission will not be denied as long as this does not interfere with the proper operation of the business.
- b) The Shop Stewards shall have no authority to alter, amend, violate or otherwise change any part of this Agreement. The Shop Stewards shall report to the Union officers and Supervisor/Market Manager any violations of this Agreement.
- c) The Union will advise the Company of the identity of all stewards and will also give notice within twenty-four (24) hours of any new appointment or removal thereof.

ARTICLE 6 - WORK CLOTHES, UNION PRODUCTS AND SERVICES

- a) The Company shall provide and maintain coveralls as often as required and free of charge, to all plant and yard employees, and to gasfitters and truck drivers making installations, doing service or dirty work.

The coveralls shall bear a union label and shall be provided and serviced by a firm having an agreement with the Teamsters Union if one is available in the site area and no employee shall be discharged for refusing to wear coveralls that are not so labeled and serviced.

When required by the type of job being performed, the Company shall also make available, free of charge, rubber clothes and gloves.

The Company shall supply without charge any equipment as required by the Workers' Compensation Board.

- b) Should the Company require an employee to wear a uniform, the employee shall wear a uniform and the Company shall pay 100% of the cost of the uniform and 100% of the cost to clean same uniform. The Company will supply the required components of a uniform for compliance by employee.
- c) The Company will pay up to a maximum of \$155/year (effective 2003 ratification date) stipulated for CSA approved safety shoes required to be worn by regular full time gasfitters and truck drivers in the performance of their duties.

Reimbursement will be paid upon receipt of replacement safety shoes, but not more than once annually on the employee's anniversary date, provided he/she has 6 months seniority.

- d) Any subsequent safety clothing/equipment requiring replacement will be provided on an exchange basis. Employees will exercise a degree of personal responsibility and the Company's management will exercise a degree of reasonableness; however no reasonable request will be denied.

ARTICLE 6 - WORK CLOTHES, UNION PRODUCTS AND SERVICES - cont'd

- e) If available in the area, all vending machines of any type provided in the Company's sites for the exclusive use of the employees shall be provided by a company having an agreement with the Teamsters union and further, all products contained therein shall be union-made products. The Company shall have no responsibility for said machines or products.

ARTICLE 7 - UNION NOTICES

The Company will provide at each site, a bulletin board on which shall be posted a copy of this Agreement, the current seniority list, copies of the health and welfare and pension plans and Union notices of direct interest to the employees that are approved by a Union business agent.

ARTICLE 8 - CONFLICTING AGREEMENT

The Company agrees not to enter into any agreement or contract with employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement, or any statute of the Yukon Territory or Canada. Any such agreement will be null and void.

ARTICLE 9 - PROTECTION OF RIGHTS

Section 1 - Human Rights

The parties agree that they will not discriminate on the basis of any prohibited grounds of discrimination as provided in the Yukon Human Rights Act; and hereby vest an arbitrator with the power to apply this legislation.

Section 2 - Valuing Diversity

The parties value the diversity that employees bring to the workplace and recognize such diversity can provide a competitive advantage.

Section 3 - Workplace Environment

- (a) The parties recognize the right of all employees to work in an environment free from sexual or workplace harassment and to be treated fairly and with respect in the workplace. It is the intention of the parties to provide a workplace environment that is productive and promotes both the dignity and self-esteem of all employees.
- (i) For the purpose of this provision, Sexual Harassment means any unwelcome behaviour of a sexual nature that causes offense or humiliation to any employee or that might be perceived by the employee as placing a condition of a sexual nature on any employment relationship.
- (ii) For the purpose of this provision, Workplace Harassment means any unwelcome behaviour which creates an intimidating, threatening, or hostile work environment such that an employee's performance is impaired, the employment relationship is adversely affected or the employee's dignity or respect is denied.

Section 4 - Rights and Obligations

- (a) It shall not be a violation of this Agreement or cause for discipline, including discharge, of any employee in the performance of his/her duties to refuse to cross a legal picket line recognized by the Union.

Each party shall notify the other as soon as possible of the existence of any picket line(s).

- (b) In the event the Company becomes involved in a controversy with any other Union, the Union will do all in its power to help effect a fair settlement.
- (c) In the event of a strike by the employees of any other firm with which the Company does business, the Company will not ask its employees to perform any labour they do not ordinarily perform.
- (d) It is mutually agreed that there shall be no strike, lockout or slowdown whether sympathetic or otherwise during the term that this Agreement shall be in force.
- (e) All Union dues and Health and Welfare Plan contributions are to be trust monies and shall be paid to the party entitled thereto not later than ten (10) days after such deductions are made. If the Company defaults in its payment of Health and Welfare Plan contributions and Union dues, the Union may require the Company to post with the Union a bond in any amount, not exceeding the equivalent of three (3) months total contributions covering the items specified herein for the individual(s) involved.

ARTICLE 10 - TRANSFER OF TITLE OR INTEREST

- a) This Agreement shall be binding upon the Parties hereto, their successors, administrators, executors and assigns. In the event the entire operation or any part thereof is sold, leased, transferred or taken over by sale, transfer, lease assignment, receivership or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.
- b) The Parties hereto shall not use any leasing device to a third party to evade this Agreement except as expressly stated otherwise in this Agreement.
- c) The Company shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, or assignee of the operation covered by this Agreement or any part thereof. Such notice shall be in writing and a copy thereof shall be delivered to the Union prior to the time the Company executes the contract of sale, lease or transfer. The Union shall also be informed of the nature of the transaction, not including financial details.

In the event the Company fails to give notice as herein required or fails to provide the Union with particulars herein required, the Company shall be liable to the Union and to the employees covered by this Agreement, for all loss or damages sustained as a result of such failure.

- d) The Company shall not require, as a condition of continued employment, that any employee purchase any truck or other vehicular equipment or that any employee purchase or assume any proprietary interest or other obligation in the business.

ARTICLE III- GRIEVANCE PROCEDURE AND ARBITRATION

Any complaint, disagreement or difference of opinion between the Company, the Union or the employees covered by this Agreement, which concerns the interpretation or application of the terms and provisions of this Agreement, shall be considered a grievance. Before a grievance is formally lodged, the employee shall first discuss the matter with his/her Supervisor/Market Manager. This will not prevent the Union or Company from exercising its rights under paragraph (f) of this Article.

Any employee, the Union or the Company may present a grievance. Any grievance which is not presented within thirty (30) days following the event giving rise to such grievance shall be forfeited and waived. This provision shall not be used to deny any employee his or her rights under the applicable Labour Statutes.

STEP 1: The employee(s) involved, by themself(ves) or with the shop steward or with the Union representative, shall first take up the matter with the Supervisor/Market Manager, within thirty (30) days of the grievance arising.

STEP 2: If the question is not satisfactorily settled this way, the grievor and/or the shop steward with the Union representative shall discuss the matter with Market Manager. At this step, the grievance shall be put into writing and if a solution to the dispute is reached, it shall be final and binding.

STEP 3: If the procedures set forth in Step 1, and Step 2, above do not result in a solution being reached within seven (7) days of the first discussion between an officer of the Union and a management representative of the Company, or within such further period as the Company and the Union agree to in writing, the dispute shall be referred to Arbitration, as provided herein.

STEP 4: Failing settlement by the Parties under Step 3, either Party may refer the matter to an Arbitrator who will meet with the authorized representatives of the Union and the Company to hear both sides of the case.

- a) If the parties fail to agree upon an Arbitrator within five (5) days (excluding Saturdays, Sundays and General Holidays) after one (1) Party has served written notice on the other Party of its intention to refer the matter to an Arbitrator, the Minister of Labour will be requested to appoint an Arbitrator.
- b) If the Arbitrator finds (or if at any earlier stage of the Grievance Procedure it is found) that an employee has been unjustly suspended or discharged or laid off, that employee shall be reinstated by the Company without loss of pay and with all his/her rights, benefits and privileges which he/she would have enjoyed if the suspension, discharge or layoff had not taken place. However, if it is shown to the Arbitrator that the employee has been in receipt of wages from other jobs during the period of discharge or suspension or layoff and reinstatement, the amount so received shall be deducted from wages payable by the Company pursuant to this clause less any expenses which the employee has incurred in order to earn the wages so deducted. Also the Arbitrator, if circumstances are established before him/her, which in the opinion of the Arbitrator makes it just and equitable to do so, shall have the authority to order the Company to pay less than the full amount of wages lost.

ARTICLE 11 - GRIEVANCE PROCEDURE AND ARBITRATION - cont'd

The Arbitrator shall be required to hand down his/her decision within fourteen (14) days (excluding Saturdays, Sundays and General Holidays) following completion of the hearing and his/her decision will be final and binding on the two (2) Parties to the dispute and shall be applied forthwith. This time limit may be extended by agreement of the Parties.

- c) The Arbitrator shall have the authority to determine whether a particular issue is arbitrable under this Agreement. However, he/she shall not be vested with the power to change, modify or alter any of the terms of this Agreement, except where specifically permitted herein, but this shall not limit his/her other general powers as an Arbitrator.
- d) Each Party shall pay its own costs and expenses of Arbitration and one-half (1/2) of the compensation and other expenses of the Arbitrator.
- e) Any discharged or suspended employee may, within seventy-two (72) hours of his/her discharge or suspension, in writing, require the Company to give him/her reasons for his/her discharge or suspension, and the Company shall give such reasons to him/her, in writing, within seventy-two (72) hours of receiving such request. The seventy-two (72) hours shall be within three (3) working days excluding weekends. The Union will be copied on same. Only such reasons set forth may be used before the Arbitrator.
- f) An authorized agent of the Union or Company may invoke the grievance procedure contained in Article 11 herein at Step 3, as the grieving party on behalf of the Union or on behalf of both the employee or employees concerned and the Union.
- g) An employee will be entitled to receive a copy of any disciplinary record placed on his/her file, including written reprimands, with a copy to the Union. In any case two (2) years from the date of occurrence adverse statements shall be deleted from an employee's file.

ARTICLE 12 - SENIORITY

Section 1 - Principles

- (a) Each employee's seniority shall be Company wide within the geographic area of jurisdiction in which the employee is a Union member, excepting that there shall be two (2) separate areas within the jurisdiction of Local 31: (i) Vancouver Island; (ii) Northern BC including Yukon.
- b) The principle of seniority shall be maintained in the reduction and restoration of the working force, provided the senior person is qualified and capable of performing the remaining job.
- c) No employee shall have bumping rights to select the job or site he/she wishes to work at except as specifically permitted in this Article.
- d) Ability to perform a job shall be determined by the Supervisor/Market Manager, but it is subject to Article 1 ■ .
- e) Senior employee(s) shall be assigned and have the right of refusal but the Company has the right to direct the junior qualified employee(s) or fill the vacancy on a temporary basis.

Section 1 – Principles – cont'd

- f) For qualified employees, shifts shall be allotted according to seniority.

Section 2 - Job Posting

- (a) Where a vacancy occurs or a new job is created, such job shall be posted for five (5) consecutive working days on the bulletin boards at each site within the geographic area of seniority in which the vacancy exists, and be sent by registered mail to all employees within the geographic area who are absent from work for any reason approved by this Agreement. The Company shall fax copy of the job posting to the Local Union office responsible for geographic area. The job posting shall include classification, shift schedule (ie 5 x 8/4 x 10), type of shift (day/afternoon) and rate of pay.
- (b) The senior applicant within the geographic area who has the ability to perform the job or who can acquire the ability to perform the job through a reasonable period of training not in excess of thirty (30) working days, shall be assigned to the job. The Company shall pay the tuition fees in instances where required training involves acquiring an air ticket, if available in the site area. The Company shall pay the tuition fees in instances where required training involves acquiring a Gasfitter Certificate. Intent is to provide opportunities for employees to upgrade in anticipation of applying for job postings but not to delay job postings.
- (c) Any employee transferring to a different classification shall be allowed a reasonable period of trial up to ninety (90) calendar days, including the thirty (30) working days period referred to in Section 2 (b), herein: and if found unsatisfactory by the company or the employee finds the job unsatisfactory within sixty (60) calendar days, shall be given the opportunity of going back to his/her former position without loss of seniority.
- d) The employee must immediately take up residence within reasonable commuting distance of the site to which he/she is transferring or being transferred to, provided that it does not adversely impact the employee's ability to perform their job and does not adversely impact customer service. If the Company feels that the employee is not making proper effort to move his/her residence in a reasonable time considering the housing situation, the Company shall contact the Union involved who will investigate the situation and consult the member as to what should be done. Failure to resolve the matters contained in this paragraph to everyone's satisfaction, the matter may be grieved.
- (e) The Company may hire whoever they wish to fill vacancies if no employee in the geographic area makes application subject to Article 2, Section (c) of this Agreement.
- (f) Copies of job postings along with the name of the successful applicant will be sent to the Union Office in the geographical area, and will be posted in the site.
- (g) For temporary vacancies in a site created by unplanned leaves of absences such as illness or injury which extend beyond 5 days, the Company will canvass all senior qualified employees (without job posting) in that site, who will fill the vacancy for the period of absence.

When the regular job incumbent returns to work, everyone reverts to their previously held job.

Section 2 – Job Posting – cont’d

- (h) Dual classification of Gasfitter/Truck Driver shall be implemented and posted only by mutual agreement between the Union and the Company.
- (i) Dual classification of Plant Operator/Truck Driver may be implemented in sites employing six (6) or less field employees.

Section 3 - Probationary Period

All newly hired employees shall be on probation for the first thirty (30) working days. The thirty (30) working days shall not extend beyond ninety (90) calendar days from the date of hire. However, these conditions shall not be used in any way to extend the probationary period beyond the foregoing.

Section 4 - Reduction and Recall of Forces

- (a) In the event of a layoff being necessary at a site, and the junior person laid off at that site chooses to exercise his/her seniority over another person at another site, subject to competency to perform that job, he/she shall then have the right to bump any junior employee within the geographical area. "Subject to competency" shall mean that the employee has previously held the job or is currently qualified. The Company shall provide orientation to update the employee if required.
- (b) If any employee moves to another site by his/her own decision to exercise his/her seniority as the result of a layoff, he/she shall pay his/her own moving expenses. However, if an employee is moved to another site at the request of the Company, the Company shall pay all costs attached in the moving of the employee and his/her family.
- (c) The employee must immediately take up residence within reasonable commuting distance of the site he/she is transferring to or being transferred to, provided that it does not adversely impact the employee's ability to perform their job and does not adversely impact customer service. If the Company feels that the employee is not making proper effort to move his/her residence in a reasonable time considering the housing situation, the Company shall contact the Union involved who will investigate the situation and consult the member as to what should be done. Failure to resolve the matters contained in this paragraph to everyone's satisfaction, the matter may be grieved.
- (d) If any employee does not use his/her seniority to go to work at another site, or if he/she does not have enough seniority to bump another employee, the laid off employee shall be given first (1st) recall rights to available work for a twelve (12) month period at any site within the geographical area. At the expiry of that time, the employee shall lose their seniority/recall rights, be terminated and shall receive their severance pay.

A laid off employee shall have first (1st) recall rights, in the event his/her job is re-introduced in the origin site that he/she previously held in the origin site, for a period of twelve (12) months following layoff, unless a more senior qualified employee on layoff in the geographical area applies for same. If an employee declines an opportunity provided to return to his/her site of origin he/she forfeits any remaining recall rights to his/her site of origin.

- (e) Seniority shall be lost if an employee after layoff fails to report for work within five (5) working days after being recalled by telephone and registered letter.

Section 4 - Reduction and Recall of Forces – cont'd

- (f) A senior Truck Driver will not suffer job loss due to a junior dual Gasfitter/Truck Driver within a site involving a reduction of forces.

Section 5 - Seniority List

A seniority list shall be prepared of all employees in the bargaining unit, within thirty (30) days of the signing of this Agreement, setting out the employee's name, starting date and classification. A copy of the seniority list shall be mailed to the Union and shall be revised once each six (6) months thereafter.

Section 6 - Reinstatement

Where an employee has been promoted by the Company to a position outside of the bargaining unit, or who is presently outside the bargaining unit, provided that he/she was previously in the bargaining unit, and at a later date ceases to hold this position and the Company desires to retain his/her services, it is agreed that the employee may be reinstated within the bargaining unit and placed in a job to which his/her competency and seniority previously in the bargaining unit would entitle him/her, provided he/she was not out of the bargaining unit more than ninety (90) days.

ARTICLE 13 - TECHNOLOGICAL AND MECHANICAL CHANGES

Section 1 - Definition

Technological and mechanical changes shall be defined to mean the introduction and utilization of vehicular and other equipment changes which have not previously been used within the Propane Industry as covered by the bargaining unit and the use of which results in the termination or the laying off of regular employees.

Section 2- Recognition by Parties

The Parties to this Agreement recognize that technological and mechanical changes that result in the increased efficiency and productivity must be encouraged and further, that all Parties have a direct responsibility to reduce to a minimum the adverse effects that may result from such changes.

Section 3 - Prior Notification

The Company shall advise the Union as far in advance as possible and not less than thirty (30) calendar days prior to the introduction of technological or mechanical changes and the matter shall immediately become the topic of general discussion and consultation between the Company and the Union, and particularly in regard to:

- a) The effect such changes will have on the number of employees within the bargaining unit.
- b) The probable effect on working conditions.
- c) Any changes in job classifications.

Section 4 - Dislocated Employees

In the event technological or mechanical changes result in a reduction in the work force or the demotion or promotion of employees, such reductions, demotions or promotions shall be done in accordance with the provisions of Article 12, Seniority, as contained herein and/or Article 24, Severance Pay, as contained herein.

Section 5 - Retraining and Upgrading

The Parties jointly and individually will undertake with the assistance of Human Resources Development Canada and through recognized provincial or local adult training programs, if necessary, to retrain and upgrade regular employees to enable them to become qualified and capable of performing new jobs resulting from or created by the technological or mechanical changes.

ARTICLE 14 - PAY DAY AND PAY STATEMENTS

- a) All employees covered by this Agreement shall be paid every second Friday all wages earned by such employees. All pay cheques shall be computed at hourly rates of pay and paid for as such.
- b) The Company shall provide every employee on each pay day, with a separate or detachable written or printed itemized statement in respect of all wage payments to such employee. Such statement shall set forth the total hours worked, total overtime hours worked (either time and one-half or double or triple time) the rate of wages applicable and all deductions made from the gross amount of wages.
- c) If, as and when an error occurs in an employee's pay cheque and the amount is the equivalent of one (1) day's pay or more, he/she shall be entitled, on request to a cheque being issued in favour of such employee as soon as possible and not later than the first (1st) Friday following the pay day on which the error was made, for such a shortage.

ARTICLE 15 - ANNUAL VACATIONS

Section I - General Provisions

- a) Reference to calendar year shall be the period between May 1st and April 30th.

The period used to calculate each employee's vacation pay shall be from May 1st of each year to April 30th of the following year. However, each employee's anniversary date shall be used to calculate actual vacations an employee is entitled to receive.

If an employee takes his/her vacation after April 30th of any year, he/she will only be paid up to April 30th and his/her earnings after April 30th shall be carried over to his/her next vacation year of May 1st to April 30th.

- b) For the purposes of determining a calendar year's employment to qualify an employee for vacations and vacation pay, the Parties agree that when an employee has worked a minimum of fifteen hundred (1500) hours from May 1st cut-off date to April 30th cut-off date, he/she shall be eligible for vacations as set forth and qualify for the "greater of" formula.

Section 1 - General Provisions - cont'd

- c) General Holidays will be considered as hours worked for the purpose of arriving at fifteen hundred (1500) hours.
- d) Employees working less than fifteen hundred (1500) hours per year or on leave of absence but excluding disability or Workers' Compensation, shall be eligible for vacations as set forth, but vacation pay shall only be at the percentage rate applicable to such employee that year and not on weekly earnings.
- e) Absence by reason of accident or illness shall be counted as hours worked in the intervening years between an employee's first year and final year of employment for a period not to exceed five hundred (500) hours if the employee has less than fifteen hundred (1500) hours of work in that year to qualify for a vacation herein stipulated.

In any year where an employee has not qualified for a full vacation as a result of accident or illness, he/she will still be credited with a year of service to determine future vacations.

- f) Following completion of the vacation administration year (after May 1) and prior to an employee going on vacation, the Company shall calculate vacation pay entitlement for the previous period taken versus earned, and pay any vacation adjustment monies owing on the employee's pay statement (annual vacation adjustment). An employee can contact payroll to request information about his/her vacation pay calculation. The Company will provide information, including making available a written statement to the employee upon request, which shall indicate the period for which vacation pay was calculated (i.e.: on percentage basis or weekly wages), and shall include all overtime, commissions or anything else of a monetary value on which an employee has to pay income tax.

Section 2 - Vacation Time

- a) The Company shall post a blank holiday schedule on the bulletin board at each site by January 15th of each year. The employees must have completed posting their vacation request before March 15th. Any employee not having posted his/her request by this date will be assigned a vacation period by the Supervisor/Market Manager. Employees will be allowed to choose weeks in which General Holidays fall. The holiday schedule shall only contain the names of employees covered by this Agreement who are members of the Union or who shall become members of the Union.
 - i) Each employee, in order of seniority, shall then designate the date they desire to have as their vacation period.
 - ii) No other employee of the Company shall be allowed to have his/her vacation period interfere with the vacation period of an employee covered by this Agreement.
 - iii) Once an employee establishes the dates for his/her vacation, the Company may not alter those dates without the consent of the employee, nor may the employee alter such dates without consent of the Company.

Section 2 - Vacation Time - cont'd

- iv) If an employee is unable to take his/her vacation as a result of illness or injury, he/she shall be entitled to reschedule his/her vacation during any available vacation period. Such rescheduled vacation shall not affect other employees' vacations that have been scheduled in accordance with sub-section (a).
- b) A maximum of twenty percent (20%) (minimum of 1) in each classification shall be allowed off on vacation at any one time; however the total number away at any one time on Vacation, Floater, Banked Overtime, Leave of Absence shall not exceed the maximum of twenty percent (20%) (minimum of 1) allowed off on vacation at any one time, except by mutual agreement.
- c) Classifications are Driver, Gasfitter, Clerical.
- d) Numbers will fluctuate depending on number of employees working in classifications. Anything over 0.5 goes to whole number.
- e) Employees entitled to more than three (3) weeks may take them off consecutively by mutual agreement between the Company and the employee.

Section 3 - Entitlement

- a) Upon completion of one (1) year and up to three (3) continuous years as an employee, employees shall receive two (2) consecutive weeks' vacation with eighty (80) hours' pay at their then applicable rate, or four percent (4%) of their annual gross earnings for the calendar year for which they are receiving their vacation, whichever is the greater.
- b) Upon completion of three (3) years continuous service as an employee and thereafter as an employee, employees shall receive three (3) consecutive weeks' vacation with one hundred and twenty (120) hours' pay at their then applicable rate, or six percent (6%) of their annual gross earnings for that calendar year of service dating from their cut-off date, prior to receiving said vacation, whichever is greater.
- c) Upon completion of nine (9) years continuous service as an employee and thereafter as an employee, employees shall receive four (4) weeks' vacation with one hundred sixty (160) hours' pay at their then applicable rate, or eight percent (8%) of their annual gross earnings for that calendar year of service dating from their cut-off date, prior to receiving said vacation, whichever is the greater.
- d) Upon completion of fifteen (15) years continuous service as an employee and thereafter as an employee, employees shall receive five (5) weeks' vacation with two hundred (200) hours' pay at their then applicable rate, or ten percent (10%) of their annual gross earnings for that calendar year of service dating from their cut-off date, prior to receiving said vacation, whichever is the greater.
- e) Upon completion of twenty (20) years continuous service as an employee and thereafter as an employee, employees shall receive six (6) weeks' vacation with two hundred and forty (240) hours' pay at their then applicable rate, or twelve percent (12%) of their annual gross earnings for that calendar year of service dating from their cut-off date, prior to receiving said vacation, whichever is the greater.

Section 3 – Entitlement- cont'd

- f) Part time employees shall be entitled to vacations based on the calendar years of service they have with the Company, regardless of the hours they work in each of any calendar year during their employment. Their holiday pay shall only be calculated on the percentage basis and entitlement as set out in sub-section a), b), c), d), and e) herein.

Section 4 - Payment on Termination

- a) In the event that an employee leaves the employ of the Company before he/she is entitled to two (2) weeks' vacation, he/she shall receive four percent (4%) of the gross earnings he/she received while in the employ of the Company.
- b) In the event that an employee leaves the employ of the Company after he/she had his/her vacation he/she earned for the previous year, he/she shall receive four percent (4%), six percent (6%), eight percent (8%), ten percent (10%), or twelve percent (12%), as the case may be, of his/her pay for the year in which he/she ends his employment for which no vacation has been paid.

ARTICLE 16 - GENERAL HOLIDAYS

Section 1 - General Holidays

- a) It is agreed that all employees shall be entitled to the following General Holidays, with pay, based on eight (8) hours at their applicable rate of pay. Employees will not be entitled to General Holiday pay until they have completed their probationary period.

New Year's Day	Discovery Day	Remembrance Day
Good Friday	Labour Day	Christmas Day
Victoria Day	Thanksgiving Day	Boxing Day
Canada Day		

- b) If the Federal or Territorial Governments declare or proclaim any other day than those listed herein as a General Holiday, then the employees covered by this Agreement shall receive such day off with pay as set out herein for such other days.
- c) Employees who are required to work a shift which commences at any time during a General Holiday, or a shift which carries over into a General Holiday shall in addition to their regular Holiday pay, receive double their hourly rate for all hours worked during that shift (triple time).
- d) It is agreed that the General Holiday shall take place when specified or proclaimed as a legal Holiday by the Federal or Territorial Governments.
- e) Employees who are laid off within seven (7) working days prior to a General Holiday occurring shall be entitled to such General Holiday with pay. Employees who are eligible for General Holidays with pay who are absent either the day before or the day after a General Holiday shall be entitled to such General Holiday with pay provided they are absent for a legitimate illness or accident.

Employees who are absent in receipt of Workers' Compensation benefits will not receive pay, but employees who are absent due to illness or in receipt of Weekly Indemnity benefits will receive pay, for any General Holidays that fall during such absence for up to six (6) months, at the regular straight time rate of pay then applicable on the date of such General Holidays.

- f) Should a General Holiday fall on a non-working day and/or an employee's day off, the employee will be entitled to an alternate day off with pay which shall be a day immediately preceding or immediately following his/her regular weekly days off; or by mutual agreement with the Company, one extra day's pay.

Section 2 - Personal Floating Holiday

Employees shall be granted a Floating Holiday, with twenty-eight (28) days' prior notice given to the Supervisor/Market Manager if the holiday is taken between December 15 and January 5, and 14 days prior notice if the holiday is taken at any other time of year.

No more than twenty percent (20%) of staff, to a minimum of one employee, shall be allowed to take the same day off.

ARTICLE 17 - SEPARATION OF EMPLOYMENT

- a) If an employee is discharged by the Company, he/she shall be paid in full for all monies owing to him/her by the Company on his/her last working day.
- b) If an employee terminates of his/her own accord, the Company shall pay all monies due the employee within six (6) days.
- c) When an employee leaves the employ of the Company for any reason, the Company shall immediately give to the employee his/her Record of Employment Certificate.

ARTICLE 18 - DAYS AND HOURS OF WORK AND OVERTIME

Section 1 – Eight (8) Hour Work Day and Overtime

- a) The regular work week for regular employees will consist of five (5) consecutive working days of eight (8) consecutive hours over a seven (7) day working week, (work schedules will be Monday to Friday/Tuesday to Saturday/Sunday to Thursday).
- b) Saturday and Sunday are straight time unless they are sixth (6th) and seventh (7th) day worked in a seven (7) day working week, in which case appropriate overtime rate (time and one half (1.5x) or double time (2x) respectively) shall apply. Appropriate overtime rate - time and one half (1.5x) shall apply in excess of eight (8) hours per day worked and double time (2x) shall apply in excess of ten (10) hours per day worked, or appropriate overtime rate – time and one half (1.5x) shall apply in excess of forty (40) hours worked per week and double time (2x) shall apply in excess of forty-eight (48) hours worked per week in a seven (7) day working week (exclusive of daily overtime).
- c) Any regular employee who is called out on a regular work day shall be paid not less than eight (8) hours' pay.
- d) Employees who do not receive a minimum of eight (8) hours break between the completion of one shift and the start of the next shift shall be paid double time (2X) rates of pay.
- e) Any hourly rated employee reporting for duty on a call out or call back basis inconsistent with his/her regular scheduled work day or shift shall be guaranteed a minimum of four (4) hours' pay at double time (2X), but after completion of the duty he/she was called for, he/she may book off work with a minimum of two (2) hours' pay at double time (2X).

Section 1 – Eight (8) Hour Work Day and Overtime - cont'd

- f) Any employee required to commence his/her shift prior to 6:00 a.m. or later than 2:00 p.m., shall only work eight (8) hours and shall receive an hourly premium of \$1.50 for each hour worked. The Company shall deliver to the Union semi-annually, a list of the names of such employees, the shifts worked and the amounts paid.
- g) By mutual agreement in writing between the Company and its employee, arrangements may be made for the duration of the contract, to bank accumulated overtime. The employee may then request his/her overtime in time off. However, he/she must inform the Company as to his/her request. Upon request by the employee, such time off will be taken as mutually agreed between the Company and the employee. The minimum unit of banked overtime to be utilized is equivalent to eight (8) regular hours. In the event the Company does not agree to the arrangements for banking accumulated overtime, the Union may take the failure to agree directly to the last step (Arbitration) of the Grievance Procedure under Article 11.
 - i) It is intended that employees will sign up annually for banked overtime. There will be no banking of overtime during the month of December.
 - ii) Where an employee desires to bank his/her overtime he/she shall request in writing indicating same. When the annual maximum of one hundred (100) hours are accumulated, the time off shall be taken during any open period from May 1 to April 30, excluding the month of December.
 - iii) The Company will keep a record of all banked overtime which will be available for perusal by the employee.
 - iv) 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 Company, all banked hours shall be paid out in total.
 - v) Example of banked hours:
 - 1 hour at 1 1/2 times - 1 1/2 hours banked
 - 1 hour at double time - 2 hours banked
 - vi) Overtime credits in a banked status on April 1st (or at termination of employment) shall be paid out as earnings on or before April 30th.
- h) Any employee who feels he/she is required to work excessive overtime shall have the right to speak to his/her Supervisor/Market Manager about this, to enable the employee to have enough time off so that he/she will receive adequate rest to allow him/her to perform his/her job at proper standards. The Supervisor/Market Manager shall see that this is done.

In the event an extra overtime shift becomes available in a site, and providing it can be done at no extra cost, and without violation of statutory limitations, that shift shall be assigned to the senior qualified employee who applies and is available within the site and familiar with the equipment and/or the route, to work the extra overtime shift. An employee so assigned is required to work the extra overtime shift. In the event that no employee is available to work the extra overtime shift, the Company will direct the junior qualified employee.

Section 1 – Eight (8) Hour Work Day and Overtime - cont'd

Where an employee has a previous legitimate commitment or illness in the family provided he/she informs his/her Supervisor/Market manager in advance or as soon as possible, said Supervisor/Market Manager will avoid having that employee work overtime.

- i) All employees engaged in dirty work shall receive an adequate wash-up period as part of their work time. Where gasfitters in their duties of either repairing faulty installations or making a new installation are required to go under buildings or into areas which are filthy or dirty in nature as compared to their normal type of duties, shall receive time and one-quarter (1 1/4X) of the rate applicable at that time, **i.e.** either straight time rates, or if on overtime, of the overtime rates. The employee shall claim for such dirty money on his/her time sheet.
- j) Employees required to report for work which necessitates them being absent from their home overnight, shall be paid traveling time at a maximum of eight (8) hours in each twenty-four (24) hours required to travel to and from the job, plus all transportation, hotel and meal expenses. In addition, a premium bonus of thirty-five cents (35c) per hour shall be paid to the employee(s) for all time actually spent on the job.
If any employee is required to travel on a General Holiday, then such traveling time shall be at double time (2X) rates.
- k) Any shift exchanges between employees must be without additional cost or penalty to the Company.

Section 2 - Ten (10) Hour Work Day and Overtime

- a) The Company shall have the right at any time to operate any business site on a ten (10) hour consecutive work days(s) over a seven (7) day working week for regular employees, at straight time rates. Employees can be assigned to work either Saturday or Sunday, and by mutual agreement Saturday and Sunday at straight time.
- b) Overtime pay at the rate of double time (2x) shall be paid for all hours worked in excess of ten (10) hours per day, or forty (40) hours per week (exclusive of daily overtime)
- c) Sick pay and general holiday pay will be paid based on ten (10) consecutive hours per day.
- d) The banking of overtime and the pay out of same will be recorded in units of ten (10) hours at the applicable classification rates as provided for in Appendices A & B, and Article 18, Section 1 (g).
- e) Employees called out to work a regularly scheduled ten (10) hour work day will be guaranteed ten (10) hours pay.
- f) Any shift exchanges between employees must be without additional cost or penalty to the Company.

Section 3 – Alternate Shift Schedules

In the event the Company requires alternate shift schedules that fall outside the work schedules set out in Article 18, the Company and the Union will meet and cooperate to implement such schedules to meet business needs.

Section 4 - Office Employees

- a) It was agreed between the Parties during the 2003 Collective Bargaining to incorporate Office employees within the Collective Agreement.
- b) The terms and conditions of this Collective Agreement shall apply equally to the employees in the classifications contained in the attached Appendix B.

ARTICLE 19 - EATING AND REST PERIODS

- a) No employee shall be worked longer than four (4) hours without at least one-half (1/2) hour nor more than one (1) hour off for the purpose of eating lunch. Employees eating lunch shall not be interrupted during such lunch period. An afternoon lunch break will not be allowed except as provided for in item c) below.
- b) All employees shall be entitled to a fifteen (15) minute break in the forenoon and afternoon without loss of pay. The first break in the forenoon must not be taken before at least one and one-half (1 1/2) hours have been worked that day.
- c) If an employee is to work more than one (1) hour overtime, a rest break shall be allowed before commencement of the overtime. If overtime worked goes beyond two and one-half (2 1/2) hours after normal working hours, then the employee shall be allowed one-half (1/2) hour eating time at overtime rate and up to \$15.00 allowance amount for a meal, upon producing receipt.

Employees traveling to remote areas will be reimbursed actual expenses and will not be limited to the aforementioned meal allowance amount.

ARTICLE 20 - COMPENSATION COVERAGE

- a) When an employee is injured at work and goes on Workers' Compensation, he/she shall, when his/her doctor signifies that the employee may go to work, be returned to the payroll at his/ her previous job and rate of pay for a period of up to one (1) week, to see if he/she is able to do the job he/she held at the time of injury.
- c) If the employee is unable to do the job the employee held at the time of injury, the Company will try to place the employee in a job which the employee can do. If this is impractical and the employee's services are terminated, then the employee shall be entitled to one (1) weeks full pay based on the employee's pay at the time of severance, for each year of service commencing after the first (1st) year of service. Entitlement to severance is due to job loss provided the employee is no longer eligible for continuing entitlement to Workers' Compensation/Health & Welfare benefits.

ARTICLE 21 - INVALID PROVISIONS & REPLACEMENT THEREOF

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

ARTICLE 21 - INVALID PROVISIONS & REPLACEMENT THEREOF – cont'd

- b) In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either Party, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the procedure as outlined in Article 11 herein.

ARTICLE 22 - INSPECTION PRIVILEGES

After informing the Company, an authorized agent of the union shall receive access to the Company's sites during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided there shall be no interruption of the working schedule excepting as set out in the Grievance Procedure.

ARTICLE 23 - SANITARY FACILITIES

Except as otherwise mutually agreed between the Parties hereto, the Company agrees to maintain clean, sanitary washrooms, having hot and cold running water and waterless hand cleanser and towels, serviced by a Teamster company where such is available, in sufficient quantity with toilet facilities, clothes closets or lockers of a suitable size for the protection of employees' clothes and personal belongings, and employees shall observe the simple rules of cleanliness and good housekeeping in these facilities.

ARTICLE 24 - SEVERANCE PAY

- a) Severance pay shall apply to any employee who is covered by the terms of this Agreement, provided that his/her termination arises out of or is attributable to:
- i) A decrease in the number of jobs due to loss of business,
 - or
 - ii) The introduction of equipment or any method of operation which reduces the number of employees as defined in Article 13 (Section 1), herein, provided he/she has one (1) year or more continuous service with the Company.
- b) Severance pay shall accrue at the rate of two and one half (2.5) weeks' full pay based on an employees' pay at the time of the severance, for each year of service commencing after the first (1st) year of service, to a maximum of sixty-five (65) weeks pay, excepting in instances where the employee chooses to retain his/her seniority recall rights as provided in Article 12, Section 4 (d) herein; however, if the employee is not recalled to work within the stipulated period of twelve (12) months, the employee shall receive severance pay as accrued.

ARTICLE 25 - SAFETY AND HEALTH

- a) The Company shall make reasonable provisions for the safety and health of its employees during the hours of their employment including a proper first aid kit in each service and delivery vehicle.

ARTICLE 25 - SAFETY AND HEALTH – cont'd

- b) Any employee suffering any injury or illness while in the employ of the Company must report same to his/her Supervisor/Market Manager immediately, or as soon thereafter as practicable, and a complete record of all such cases must be kept by the first-aid attendant, or the Company in the absence of a first-aid attendant. No employee shall be refused the right to medical attention.
- c) If an employee is required to take time off during working hours to receive medical treatment in regard to any compensable illness or compensable injury he/she has received or incurred on the job, he/she shall not suffer a reduction in regular pay to a maximum of eight (8) or ten (10) hours, as the case may be, for each such day.
- d) Any employee who considers that any practice being carried out within the premises is unsafe or detrimental to the health of any person working therein, shall have the right to speak to his/her Supervisor/Market Manager about the matter. If the situation is not corrected in a reasonable period of time, the matter may be considered cause for a grievance to be handled through the Grievance Procedure.
- e) The Company may make safety regulations in keeping with the requirements of the business. Failure on the part of an employee to comply with such regulations may warrant suspension or dismissal depending upon the severity of the neglect.
- f) The Company agrees to abide by all Workers' Compensation Board regulations as they apply.

ARTICLE 26 - MANAGEMENT RIGHTS

Subject to the terms of this Agreement, the Union agrees that the Company has the exclusive right to manage the Company's operations, to direct the working force and to hire, promote as set out in this Agreement, demote for just cause, discipline and dismiss for just cause, or lay-off employees, to assign to jobs, and to increase and decrease the working forces, to determine the products to be handled, produced or manufactured, the schedule of products and the methods of processing and means of production and handling and to make rules and regulations to be filed with the Union and such rules shall in no way be discriminatory in nature.

ARTICLE 27 - BONDING AND LICENSING

- a) If at any time the Company requires any employee thereunder to be bonded, it is agreed that the Company shall then request the employee to fill in an application, approved by the Union, to a recognized bonding firm selected by the Company, and the cost of such bonding shall be paid for by the Company. A copy of such application shall be provided to the Union.
- b) Each prospective employee shall be required to complete the approved application form and an insurance form as required by the Company's insurers; however, subsequently, no employee shall be required to give further information for any reason, either verbally or in writing, about their personal vehicles or insurance, unless such vehicle is used on Company business, and the employee receives mileage for same. The Company shall have the right to request employees who are required to drive Company vehicles, to prove at any time that they have a valid driver's license. Failure to produce same, or to inform the Company of loss of same may subject the employee to immediate suspension or dismissal.

ARTICLE 28 - UNION LABEL

It shall not be a violation of the Agreement for an employee to post the Teamster's Union Label in a conspicuous place on the vehicle or equipment operated by the Union members.

ARTICLE 29 - ARTICLE HEADINGS

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

ARTICLE 30 - TRANSPORTATION

No employee shall be required to use his/her vehicle on Company business.

ARTICLE 31 - MEDICAL EXAMINATIONS

- a) Any Company required physical or medical examinations shall be promptly complied with by all employees, provided however, the Company shall pay for all such physical or medical examinations and for any time lost as a result thereof during working hours.

Where a regular employee is required by the Company to take a medical outside of his/her regular hours of work, the Company shall pay, to a maximum of two (2) hours straight time wages for such time spent, excepting in instances where an employee is returning to work or is about to return to work following illness or disability.

- b) If, following a medical examination under (a) of this Article, the employee is dissatisfied with the decision of the Company doctor, the employee may seek a decision from his/her personal doctor. Should the decision of the Company's doctor and the employee's doctor differ, the Company or the Union is entitled to direct that the employee be examined by a medical specialist whose specialty covers the disability. The Company's doctor and the employee's doctor, together, shall then select such a specialist, however, failing agreement within five (5) days, the College of Physicians and Surgeons shall be requested to make such appointment. The decision of the medical specialist shall be final and binding upon the parties involved. In all cases, the employee involved shall be entitled to copies of the medical reports.
- c) An employee who has been absent from work because of illness or accident shall not suffer a reduction of his/her regular wages only because the Company requires a medical examination prior to the employee resuming work.
- d) Whenever it becomes necessary for an employee to undertake tests for renewal of licences or tickets, the Company shall, upon request, provide appropriate equipment for this purpose. Time taken off for such purpose shall be paid for at the employee's regular rate.

Any driver with two (2) or more years of seniority who is required under the Motor Vehicle Regulations to undertake a physical examination as a condition of continuing to hold a valid driver's licence shall be reimbursed one hundred percent (100%) of the cost of the examination by the Company, provided a receipt is submitted to the Company.

- e) When a regular employee is referred by his/her doctor to a medical specialist involving travel outside the Yukon, the Company shall pay one (1) day's straight time wages. The employee will provide a medical referral certificate in advance to his Supervisor/Market Manager indicating the date so adequate replacement may be made if necessary.

ARTICLE 32 - TRUCK MAINTENANCE AND SAFETY

It is to the mutual advantage of both the Company and the employees that employees should not operate vehicles which are not in safe operating condition and not equipped with the safety appliances required by law. The maintenance of equipment in a sound operating condition is not only a function but a responsibility of the Company and in respect thereto the following is agreed:

- a) The Company shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances or stickers prescribed by law. It shall not be a violation of this Agreement if employees refuse to operate such equipment.
- b) All trucks owned or leased by the Company must have steps or other similar devices to enable drivers to get in and out of the body for safety purposes and all newly purchased equipment shall also be fitted with safety belts.
- c) All units shall have adequate heaters, windshield wipers and defrosters installed.
- d) A form shall be supplied to the driver on which to report defects in equipment with sufficient copies so that the driver may retain a copy and so that the head office of the Company will have a copy of this report on file.

When a driver reports a defect in equipment, he/she must tag or mark the vehicle involved in such a manner so that any other employee will notice the defective equipment. It shall be the Company's responsibility to supply such tag or other marking devices. This tag is to be left on the vehicle in order to show the work has been completed and shall be removed by the outgoing driver.

- e) The Company shall not compel any driver to operate a vehicle in excess of the legal load limit.
- f) In the event that a driver shall suffer revocation of his/her driver's license and other employment is not available with the Company, he/she shall be granted a leave of absence and it shall not be a violation of this Agreement for him/her to accept employment elsewhere, however, this shall not interfere with the Company's right to discipline or discharge such employee.

ARTICLE 33 - LEGAL ACTION

- a) When an employee in charge of a Company vehicle is charged with a traffic violation (excluding a speeding charge) and is found not guilty in Police or Magistrate's Court, the Company shall pay one hundred percent (100%) of the employee's legal fees and shall pay the employee's wages for the time required due to such Court appearances, to a maximum of eight (8) or ten (10) hours daily, as the case may be, for each regular work day of presence in court.

However, if the employee is found guilty, he/she shall pay his/her entire legal fees and shall not be entitled to be remunerated for loss of wages due to such Court appearances.

ARTICLE 33 - LEGAL ACTION – cont'd

Notwithstanding the foregoing, an employee before proceeding with any aforementioned court case shall make a complete written report to an official of the Company designated by the Company. Where there is doubt in the Company's mind as to the legitimacy of a driver's claim, the matter shall be discussed between the Company and the Union as to what course of action should be taken.

- b) Employees must report forthwith to the Company any accidents involving Company equipment.

ARTICLE 34 - PAID ELECTION TIME OFF

The Company shall not alter the regular or normal hours of employment of any employee to circumvent either this Agreement or the requirements of Section 48 of the Canada Elections Act and/or Section 200 of the Territorial Elections Act.

ARTICLE 35 - CLASSIFICATIONS AND WAGE RATES

- a) The classifications, wage rates and job descriptions for the effective period of this Agreement shall be those as set out in the Appendices attached hereto and forming part of this Agreement.
- b) When an employee from a higher rated classification is requested to work, temporarily or until permanently reclassified at a lower rated classification, he/she shall continue to be paid at the rate of pay for the higher rated classification. Where an employee from a lower rated classification is requested to work in a higher rated classification for two (2) or more hours, he/she shall be paid for the entire day at the rate paid for the higher rated classification.
- c) Where new categories of employment for which rates of pay are not established by this Agreement are put into use, rates governing such categories of employment shall be subject to negotiations between the Parties. The rate established shall be retroactive to the date of implementation. Failure by the Parties to resolve the matter, the Grievance Procedure may be invoked by either Party.

ARTICLE 36 - PROPER RECORDS KEPT

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

ARTICLE 37- PERFORMANCE OF DUTY

Each employee, while on duty shall devote the whole of his/her time, attention and energies to the performance of his/her duties and shall not, during the term of his/her employment at any time, alone or in partnership or in association be connected with or concerned with or concerned in any other propane business.

ARTICLE 38 - TOOL AND CONTENT INSURANCE AND REPLACEMENT

The Company agrees to replace all tools, stolen, burnt, or broken while in Company vehicles or on Company premises. The employee will be responsible to provide the Company annually with a complete inventory of his/her tools.

ARTICLE 39 - SUB-CONTRACTING -- (Also Refer to Letter of Understanding)

- a) The Company may sub-contract the hauling of propane or butane gas from the refinery to the Company's bulk storage facilities. In areas where Teamster Union firms do not operate or cannot provide the required type of equipment, this may be done by non-union firms but where a Teamster Union firm or Teamster owner-operator can provide such equipment the work shall be done by them.
- b) Notwithstanding anything else contained herein, the Company will have the right to use outside Teamster trucking for the following purposes:
 - i) during peak winter seasons when the volume is too great to be handled by the Company's own vehicles, and
 - ii) when the Company has accounts which require large bulk deliveries in one (1) drop and none of the Company vehicles are large enough to handle such single delivery, PROVIDED HOWEVER, that the following conditions are met:
 - 1) as a result of such use, no employee of the Company will be laid off while such vehicles are used;
 - 2) that a record of the volume and frequency of such deliveries are made available to the Union upon request, and further, when the volume reaches the point where a vehicle could be used by the Company, the Company shall purchase or lease equipment for this purpose and put an employee of the Company on *the* same.
- c) Where the Company does not have suitable equipment for picking up various types of cylinders or delivering same to sites of installation, the persons driving such equipment shall either be employees who are members of the Union, or be employed by a Company having a valid agreement with a Teamster Local.
- d) When the Company implements a new configuration of vehicle with reference to Truck Driver (over 80,000 GVW - 36,300 kg.) classification, it will meet with the union to establish conditions and rates.

ARTICLE 40 - HEALTH AND WELFARE PLAN

It is agreed that a Health and Welfare Plan be instituted in accordance with the principles herein set out in Appendix D.

ARTICLE 41 - PENSION PLAN

It is agreed that a Pension Plan be instituted in accordance with the principles herein set out in Appendix E.

ARTICLE 42 - MANAGED REHABILITATION CARE

The Company is committed to Health and Safety, and returning employees from illness and injury back to work in a safe manner. To this end, the Managed Rehabilitation Care process will be co-ordinated by health care professionals who work with the employee's health care professional and supervisor, to return an employee to work in a safe and timely manner, including modified work if it is available.

ARTICLE 43 - APPRENTICESHIP

The Company shall be allowed to use apprentices at any site, according to law, provided the following conditions are met:

- a) Such apprentice is properly indentured to the Company on a signed contract of apprenticeship through the Apprenticeship Branch of Yukon Ministry of Labour.
- b) That such apprentice is under the control of a fully licensed Gasfitter employed by the Company to ensure full training.
- c) That he/she receives a minimum wage set out on the following percentages of the Gasfitter B (Domestic Ticket) that is applicable to that category during the life of this Agreement.
 - 1st year - 60%
 - 2nd year - 70%
 - 3rd year - 80%
 - 4th year - 90%
- d) That all other conditions and benefits of this Agreement apply to said apprentice.

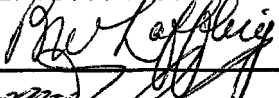
ARTICLE 44 - DURATION OF AGREEMENT


- a) This Agreement shall be in full force and effect from and including January 1st, 2001, to and including December 31, 2005, 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 expiry date, 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 of the Collective Agreement or a new Collective Agreement.
- b) Should either Party give written notice to the other Party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike and such strike has been implemented or the Company shall give notice of lockout and such lockout has been implemented, or the Parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.
- c) Chapter L-2, Section 67 (1) of the Canada Labour Code is hereby excluded.

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

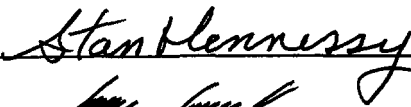
DATED AT Whitehorse, Yukon, this 11 th day of December, 2003.


SIGNED ON BEHALF OF
SUPERIOR PROPANE





SIGNED ON BEHALF OF
TEAMSTERS LOCAL UNION NO. 31





APPENDIX "A"

**SUPERIOR PROPANE
&
TEAMSTERS LOCAL UNION NO. 31**

WAGE RATES – YUKON FIELD EMPLOYEES

<u>CLASSIFICATION</u>	<u>EFFECTIVE PER HOUR 1st PAYDAY IN JANUARY</u>				
	January 2001	January 2002	January 2003	January 2004	January 2005
Gasfitter A					
Start	\$23.94	\$23.94	\$23.94	\$23.94	\$23.94
Six Months	25.65	26.03	26.42	26.82	27.36
Gasfitter B					
Start	22.51	22.51	22.51	22.51	22.51
Six Months	24.18	24.54	24.91	25.28	25.79
Truck Driver (over 80,000 GVW-36,300 kg)					
Start	20.58	20.58	20.58	20.58	20.58
Six Months	22.21	22.54	22.88	23.22	23.69
Truck Driver (50,000 to 80,000 GVW-36,300 kg)					
Start	20.39	20.39	20.39	20.39	20.39
Six Months	22.10	22.43	22.77	23.11	23.57
Truck Driver (40,000 to 50,000 GVW-22,700 kg)					
Start	20.29	20.29	20.29	20.29	20.29
Six Months	21.90	22.23	22.56	22.90	23.36
Truck Driver (30,000 to 40,000 GVW-18,180 kg)					
Start	20.15	20.15	20.15	20.15	20.15
Six Months	21.76	22.09	22.42	22.75	23.21
Truck Driver (Up to 30,000 GVW -13,630 kg)					
Start	18.83	18.83	18.83	18.83	18.83
Six Months	20.44	20.75	21.06	21.37	21.80
Labourer					
Start	16.02	16.02	16.02	16.02	16.02
Six Months	17.54	17.80	18.07	18.34	18.71

*A cash payment of \$800 for year 1 – 2001, \$600 for year 2 – 2002, \$600 for year 3 - 2003 will be paid in lieu of percentage increases to employees on the payroll effective date of ratification

APPENDIX "B"

**SUPERIOR PROPANE
&
TEAMSTERS LOCAL UNION NO. 31**

WAGE RATES – YUKON OFFICE EMPLOYEES

<u>CLASSIFICATION</u>	<u>EFFECTIVE PER HOUR 1st PAYDAY IN JANUARY</u>				
	January 2001	January 2002	January 2003	January 2004	January 2005
Plant Shipper Clerk					
Start	\$18.50	\$18.50	\$18.50	\$18.50	\$18.50
Six Months	20.49	20.80	21.11	21.43	21.85
Shipper Clerk					
Start	17.28	17.28	17.28	17.28	17.28
Six Months	19.22	19.51	19.80	20.10	20.50
Clerk 1					
Start	16.21	16.21	16.21	16.21	16.21
Six Months	18.13	18.40	18.68	18.96	19.34
Clerk 2					
Start	16.01	16.01	16.01	16.01	16.01
Six Months	17.96	18.23	18.50	18.78	19.16
Clerk 3					
Start	15.33	15.33	15.33	15.33	15.33
Six Months	17.27	17.53	17.79	18.06	18.42

Section 2

At any Site where there is only one clerical person employed with or without a Plant Shipper Clerk they shall be paid at the minimum rate of Clerk 1.

Effective date of 2003 ratification:

Employees classified as Clerk 2 will be reclassified to Clerk 1. Thereafter Clerk 2 classification will be eliminated. Clerk 3 to Clerk I after 18 months from their start date as Clerk 3, subject to satisfactory performance.

*A cash payment of \$800 for year 1 – 2001, \$600 for year 2 – 2002, \$600 for year 3 - 2003 will be paid in lieu of percentage increases to employees on the payroll effective date of ratification

APPENDIX "C"
YUKON TERRITORIES

This Agreement shall cover the sites of the Company in the Yukon Territories.

ARTICLE - TRANSPORTATION ALLOWANCE

During each year of the Agreement the employees will be entitled to the following transportation allowance to be taken with vacation scheduled outside the Yukon Territories.

- a) After one (1) year of continuous employment with the Company, an employee will be eligible for one (1) transportation allowance in the amount of \$1200 for a trip.
- b) After three (3) years of continuous service with the Company, an employee will be eligible for one (1) transportation allowance in the amount of \$2400 for a trip for him/herself and one (1) dependent.
- c) Transportation allowances as detailed in Subsections a) and b) will be made available to eligible employees on written request provided a minimum of fourteen (14) days notice is given to the Company.
- d) The vacation allowance, as referred to herein, will affect only those employees who are on the payroll as of the 2003 date of the signing of this Agreement and to apply starting 2004 vacation year.

HEALTH AND WELFARE PLAN - LOCAL 31 MEMBERS

Section 1 - Participation

- a) It is agreed that the Company will abide by the terms and conditions and participate in the Teamsters - Transport Health and Welfare Trust Plan (the Plan) instituted July 1, 1971, and operated under an Agreement and Declaration of Trust (the Trust Agreement) revised on November 26, 1990 for all eligible Local Union No. 31 members employed by the Company. Effective July 1, 2002 has been renamed to Teamsters' National Benefit Plan.
- b) The Company's participation in the Plan will continue throughout the life of the Collective Agreement.

Section 2 - Board of Trustees

A Board of Trustees will be constituted of those persons provided for in the Agreement and Declaration of Trust and will include no less than three (3) members appointed by the Teamsters Local Union No. 31.

Section 3 - Plan Administration

- a) The terms of the Plan and it's administration shall be entirely the responsibility of the Board of Trustees, provided the Plan is administered in accordance with the Collective Agreement and any applicable government law or regulation.
- b) The Plan and the activities of the Board of Trustees will be governed by an Agreement and Declaration of Trust, and benefit entitlement will be subject to such rules, limitations and exceptions contained in Plan documents and insurance contracts as are established and accepted by the Trustees from time to time.

Section 4 - Eligibility

- a) Any member of the Union who is a regular employee in the employ of the Company on the effective date of the Collective Agreement shall join the Plan on the date of this Agreement.
- b) Any member of the Union who is hired by the Company after the date of this Agreement, and who becomes a regular employee, shall join the plan on the first (1st) day of the month coincident with or immediately following the date which is ninety (90) days after his/her date of hire.
- c) Notwithstanding paragraph (b) above, any member of the Union who is hired by the Company after the date of this agreement who has been covered under the Plan within the thirty (30) day period immediately prior to the date on which he/she commences work with the Company, and who becomes a regular employee, shall join the Plan on the later of his/her date of hire or the day following termination of his/her previous coverage.

APPENDIX "D" - cont'd

HEALTH AND WELFARE PLAN - LOCAL 31 MEMBERS

Section 4 - Eligibility - cont'd

- d) If an employee whose coverage has been terminated due to lay-off, is recalled and works a minimum of one full shift, coverage for the Weekly Indemnity and Long Term Disability benefits will commence on the date of return to work, and all other benefits will be reinstated as of the first day of the month in which return to work occurs.

Section 5 - Rehabilitative Employment

- a) Any employee who, immediately following a period of disability for which benefits were payable under the Plan, may, with the approval of the Union, the Board of Trustees and the Company, return to work on a trial basis, either on full or limited duties without right or entitlement to coverage under the Plan other than would have been provided had such return to work not have occurred.
- b) During such periods of "rehabilitative employment", it is agreed that:
 - i) the employee will be paid by the Company at his/her normal rate of pay for hours worked.
 - ii) the duration of such rehabilitative employment shall exceed thirty (30) days only by mutual consent of all parties.

Section 6 - Benefits

- a) Benefits provided by the Plan are established by the Board of Trustees. Benefits currently provided are:
 - i) Group Life Insurance
 - ii) Accidental Death and Dismemberment Insurance
 - iii) Weekly Indemnity
 - iv) Long Term Disability
 - v) Dental
 - vi) Extended Health
 - vii) Yukon Hospital Insurance Plan
- b) The amounts of coverage and details of each benefit are established by the Board of Trustees, and are subject to amendment by them from time to time.
- c) It is understood that, should the provision of Yukon Hospital Insurance Plan coverage be removed from the Plan for those members resident in Yukon, the Company will be fully responsible for providing such coverage, and that the cost of such coverage will be paid for by the Company. It is further understood that entitlement to coverage for Yukon Hospital Insurance Plan coverage will be identical to entitlement to coverage under the Plan.

APPENDIX "D" - cont'd

HEALTH AND WELFARE PLAN - LOCAL 31 MEMBERS

Section 7 - Cost

- a) The Company shall contribute one hundred percent (100%) of the contribution rate established by the Board of Trustees for any month in which any employee is covered by the Teamsters' National Benefit Plan of one (1) day or more.
- b) Definition: The Company agrees to the contribution rate established by the Board of Trustees from time to time and also any increase in the premium rates of Yukon Hospital Care Plan.

Section 8 - Payment of Contributions

- a) The Company agrees to hold in trust, until remitted, all contributions payable in respect of the Health and Welfare Plan and shall be liable, as such, for failure to remit for any reason including, but not limited to liquidation, assignment or bankruptcy of the Company.
- b) Contributions will be made on a calendar month basis for each eligible employee and the Company shall remit the total contribution to the Trust aforesaid, not later than the twentieth (20th) day of the month for which coverage is required.
- c) The Company agrees to make contributions to the Trustees of the Health and Welfare Plan within the time limits specified in this Agreement and further agrees that, if such contributions are not received by the Plan Administrator within the agreed time period (or postmark on the envelope enclosing the contributions is not within the agreed time period), then the Company shall be liable for the payment of such contributions plus interest on the contributions at a rate determined by the Trustees with respect to the Health and Welfare Plan, but not to exceed two percent (2%) per month, from the date such contributions were due to the date of receipt by the Plan Administrator.
- d) The Company acknowledges that the Trustees of the Health and Welfare Plan shall have the right to take legal action against the Company to obtain payment of all contributions and interest thereon due pursuant to this Agreement.
- e) The Company agrees that, if the Union or the Trustees of the Health and Welfare Plan to which the Company is required to make contributions pursuant to this Agreement, incurs any legal or other costs to recover contributions due and payable by the Company, the Company shall be liable to reimburse the Union or the Trustees for such costs provided it is resolved that the Company owes such contributions.

APPENDIX "D" - cont'd

HEALTH AND WELFARE PLAN - LOCAL 31 MEMBERS

Section 8 - Payment of Contributions - cont'd

- f) It is agreed that, if the Company fails to remit contributions due under this Agreement on behalf of any eligible employee, the Company shall be liable for the payment of all benefits the employee does not receive from the Health and Welfare Plan but would have received had the Company remitted the required contributions.

Section 9 - Termination of Coverage

- a) All coverage's under the Plan will terminate at the end of the month in which lay-off or any other temporary interruption of employment commences.
- b) If employment is terminated, coverage for the Weekly Indemnity and Long Term Disability benefits will terminate immediately upon termination of employment and all other coverage's will terminate at the end of the month in which termination of employment occurs.
- c) It shall be the responsibility of the Company to advise the Administrator of the Plan in a timely fashion of termination of a member's coverage and the Company will be held responsible for any costs incurred by the Board of Trustees that result from late notification of termination of coverage.
- d) When an employee goes off work ill or on compensation, or a grievance is invoked on his/her discharge, the Company shall continue to pay both his/her Health and Welfare contributions and Union dues, so that the employee shall be protected to the utmost, provided:
 - i) The employee reimburses the Company for Union dues contributions made on his/her behalf and is at no time more than five (5) months in arrears, and,
 - ii) The period of such coverage shall exceed twelve (12) months only by mutual agreement of the two parties.
 - iii) When an employee returns to work, the Company shall deduct from his/her earnings any monies the Company has paid out that were payable by the employee.
 - iv) In the event an employee does not return to work, and the employee refuses or neglects on demand, at his/her last known address, to make restitution for Union dues paid out, the Union shall then reimburse the Company for said amount of such Union dues.

APPENDIX "D" - cont'd

HEALTH AND WELFARE PLAN - LOCAL 31 MEMBERS

Section 10 - General

- a) It shall be the responsibility of the Trustees of the Plan to provide all necessary enrollment and administrative forms to the Company.
- b) It shall be the responsibility of the Company to provide to the employee the necessary forms to enroll in and make claim under the Plan.
- c) It shall be the responsibility of the employee to cause such forms to be completed.
- d) It is agreed that Financial Reports will be made available to the Company upon request.

APPENDIX "E"

PENSION PLAN - LOCAL 31 MEMBERS

Section 1 - Trust Plan

The Teamsters' National Pension Plan is designed to supplement other forms of pension an employee may have.

The Company together with other companies signing a collective agreement that is the same or substantially the same as the B.C. Master Freight and Cartage Agreement on the one Part, and the Teamsters Local Union No. 31 on the other Part, have together established a pension plan dated January 1, 1982 to be known and described as: Teamster - B.C. Master Employees Pension Plan; and effective January 1, 2002 has been renamed to Teamsters' National Pension Plan.

The Company will participate through the life of the collective agreement.

The Plan will operate under the supervision and guidance of the Companies represented on the one Part, and the Union on the other Part, through the Trustees appointed by the Company and the Union. The plan and the activities of the Trustees will be governed by a Trust Agreement, and shall include representation by the propane gas industry (1), western freight companies (1), and the cartage segment (3).

Section 2 - Eligibility

- a) Any member of the Union who is a regular employee in the employ of the Company on the effective date of the Collective Agreement shall join the Plan on the date of this Agreement.
- b) Any member of the Union who is hired by the Company after the date of this Agreement, and who becomes a regular employee, shall join the plan on the first (1st) day of the month coincident with or immediately following the date which is ninety (90) days after his/her date of hire.
- c) Notwithstanding paragraph (b) above, any member of the Union who is hired by the Company after the date of this Agreement who has been covered under the Plan within the thirty (30) day period immediately prior to the date on which he/she commences work with the Company, and who becomes a regular employee, shall join the plan on the later of his/her date of hire or the day following termination of his/her previous coverage.

Section 3 - Responsibilities

The Trustees shall establish benefits from time to time in conformity with the sound financial applications of the negotiated contributions.

Section 4 - General Principles

- a) The Company shall contribute 100% of the contribution rate established by the Board of Trustees to the Teamsters' National Pension Plan on behalf of all regular employees who are members of Local 31.

PENSION PLAN - LOCAL 31 MEMBERS

- b) The Company agrees to hold in trust, until remitted, all contributions payable in respect of the Pension Plan and shall be liable, as such for failure to remit for any reason including, but not limited to liquidation, assignment or bankruptcy of the Company.
- c) Contributions shall be made on a calendar month basis for each regular employee and the Company shall submit the total contributions to the Trust aforesaid not later than the twentieth (20th) day of the following calendar month as follows:

Effective Date of Contribution Rates

Effective first payday in January 2001 - \$1.65 per hour to a maximum of \$13.20 per 8 hour day or \$16.50 per 10 hour day for all days worked to a maximum monthly contribution of \$277.20.

Effective first payday in January 2002 - \$1.75 per hour to a maximum of \$14.00 per 8 hour day or \$17.50 per 10 hour day for all days worked to a maximum monthly contribution of \$294.00.

Effective first payday in January 2003 - \$1.85 per hour to a maximum of \$14.80 per 8 hour day or \$18.50 per 10 hour day for all days worked to a maximum monthly contribution of \$310.80.

Effective first payday in January 2004 - \$1.95 per hour to a maximum of \$15.60 per 8 hour day or \$19.50 per 10 hour day for all days worked to a maximum monthly contribution of \$327.60.

Effective first payday in January 2005 - \$2.05 per hour to a maximum of \$16.40 per 8 hour day or \$20.50 per 10 hour day for all days worked to a maximum monthly contribution of \$344.40.

- d) The Company agrees to make contributions to the Trustees of the Pension Plan within the time limits specified in this Agreement and further agrees that , if such contributions are not received by the Plan Administrator within the agreed time period (or postmark on the envelope enclosing the contributions is not within the agreed time period), then the Company shall be liable for the payment of such contributions plus interest on the contributions at a rate determined by the Trustees with respect to the Pension Plan, but not to exceed two percent (2%) per month, from the date such contributions were due to the date of receipt by the Plan Administrator.
- e) The Company acknowledges that the Trustees of the Pension Plan shall have the right to take legal action against the Company to obtain payment of all contributions and interest thereon due pursuant to this Agreement.
- f) The Company agrees that, if the Union or the Trustees of the Pension Plan to which the Company is required to make contributions pursuant to this Agreement, incurs any legal or other costs to recover contributions due and payable by the Company shall be liable to reimburse the Union or the Trustees for such costs provided it is resolved that the Company owes such contributions.

APPENDIX "E" - cont'd.

PENSION PLAN - LOCAL 31 MEMBERS

- g) It is agreed Financial Reports will be made available to the Company upon request.

Section 5 - Benefits Coverages

Benefits which the foregoing contribution schedule would support are as outlined in the Pension Plan Booklet which shall be provided to each employee member by the Plan.

APPENDIX "F"
JOB DESCRIPTIONS

PLANT SHIPPER CLERK

6/1/01

Under supervision, performs accounting duties associated with handling customer accounts such as:

- sign up new customers/accounts
- handle credit applications/cheques/approvals
- receive and sort payments
- record and total collections
- collect accounts in arrears
- process accounts receivables
- recap customer accounts to ensure proper invoicing
- adjust trial balance and prepare performance days listing.

Performs customer service functions such as:

- counter and floor sales
- order, receive, ship parts and fittings or petroleum products
- inventory control merchandise and assembly
- cylinder inspection/re-qualification/filling and auto propane dispensing
- answer inquiries.

Performs rail car unloading and monitoring.

Operates office equipment and performs general office/clerical duties to ensure efficient site operations such as:

- process and collect customer invoices and receipts
- month end statements and reports
- batched or computerized information processing and reviewing for accuracy
- balance cash daily
- prepare bank deposit and reconcile
- tank contract reconciliations/cancellations
- accounts payable
- compile information and stats for reports
- housekeeping
- mail/courier services
- updating customer information
- keyboarding and filing.

May perform other duties as directed by Supervisor/Market Manager from time to time.

APPENDIX "F" cont'd.

JOB DESCRIPTIONS

SHIPPER CLERK

6/1/01

Under supervision, performs accounting duties associated with handling customer accounts such as:

- sign up new customers/accounts
- handle credit applications/cheques/approvals
- receive and sort payments
- record and total collections
- collect accounts in arrears
- process accounts receivables
- recap customer accounts to ensure proper invoicing
- adjust trial balance and prepare performance days listing.

Performs customer service functions such as:

- counter and floor sales
- order, receive, ship parts and fittings or petroleum products
- inventory control merchandise and assembly
- cylinder inspection/re-qualification//filling and auto propane dispensing
- answer inquiries.

Operates office equipment and performs general office/clerical duties to ensure efficient site operations such as:

- process and collect customer invoices and receipts
- month end statements and reports
- batched or computerized information processing and reviewing for accuracy
- balance cash daily
- prepare bank deposit and reconcile
- tank contract reconciliations/cancellations
- accounts payable
- compile information and stats for reports
- housekeeping
- mail/courier services
- updating customer information
- keyboarding and filing.

May perform other duties as directed by Supervisor/Market Manager from time to time.

APPENDIX "F" cont'd.

JOB DESCRIPTIONS

CLERK I

6/1/01

Under supervision, performs accounting duties associated with handling customer accounts such as:

- sign up new customers/accounts
- handle credit applications/cheques/approvals
- receive and sort payments
- record and total collections
- collect accounts in arrears
- process accounts receivables
- recap customer accounts to ensure proper invoicing
- adjust trial balance and prepare performance days listing.

Performs administrative duties to ensure efficient site operations such as:

- balance cash daily
- prepare bank deposit and reconcile
- assist with customer service functions
- tank contract reconciliations/cancellations
- answer inquiries.

Operates office equipment and performs general office/clerical duties to ensure efficient site operations such as:

- accounts payable
- process and collect customer invoices and receipts
- month end statements and reports
- batched or computerized information processing and reviewing for accuracy
- compile information and stats for reports
- order and receive office supplies
- housekeeping
- secretarial/receptionist duties
- mail/courier services
- updating customer information
- keyboarding and filing

May perform other duties as directed by Supervisor/Market Manager from time to time.

APPENDIX "F" - cont'd

JOB DESCRIPTIONS

LABOURER (Base rate)

12/14/90

Classification of "casual labourer" is changed to "labourer". The classification of labourer applies only to a person employed to work in the yard or with Gasfitters, with hours of work in accordance with Article 18.

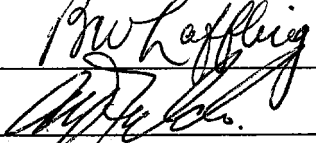
LETTER OF UNDERSTANDING
BETWEEN
SUPERIOR PROPANE
AND
TEAMSTERS LOCAL UNION NO. 31
TRUCKS - G.V.W.

It is agreed by and between the Parties that for the purposes of hourly rates of pay that the classifications of Truck Drivers in the B.C. Propane Gas Industry Agreement based on G.V.W. will be compared to Truck Drivers based on Carry Capacity (C.C.) in the Master Freight and Cartage in the following way.

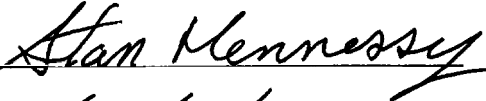
<u>Propane Truck Driver</u>	<u>Master Freight Truck Operator</u>
Up to 30,000 GVW (13,360 kg)	C.C. Over 2,000 lbs. Up to 13,600 lbs.
30,000 up to 40,000 G.V.W. (18,180 kg)	C.C. Over 13,600 lbs. Up to 18,200 lbs.
40,000 up to 50,000 G.V.W. (22,700 kg)	C.C. Over 18,200 lbs. Up to 22,700 lbs.
50,000 up to 80,000 G.V.W. (G.V.W.) (22,700 kg)	C.C. Over 22,700 lbs. Up to 36,300 lbs.
Over 80,000 G.V.W.	C.C. Over 36,300 lbs.

DATED AT Whitehorse, Yukon, this 11th day of December, 2003.

SIGNED ON BEHALF OF
SUPERIOR PROPANE



SIGNED ON BEHALF OF
TEAMSTERS LOCAL UNION NO. 31



LETTER OF UNDERSTANDING

BETWEEN

SUPERIOR PROPANE

AND

TEAMSTERS LOCAL UNION NO. 31

ARTICLE 35 - CLASSIFICATION AND WAGE RATES

The parties understand and mutually agree to pay ticket premiums for Occupational First Aid Attendants designated in the following manner:

Where an Occupational First Aid Attendant is required to be designated by the Workers' Compensation Board (WCB), the Company will pay the costs (course and exam fees) of training and re-training for Occupational First Aid Certificate required in accordance with WCB - Occupational First Aid Regulations, including lost time wages to the designated Occupational First Aid Attendant.


Designated Occupational First Aid Attendant only shall receive their job classification rate of pay, plus the ticket premium rate as set forth.

Occupational "2" Ticket \$0.50 Effective June 11, 1996
Occupational "3" Ticket \$0.75 Effective June 11, 1996

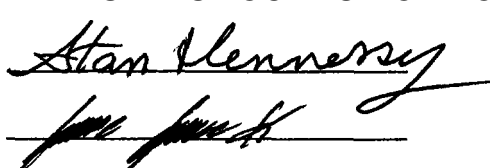
There shall be no stacking or pyramiding of premiums.

DATED AT Whitehorse, Yukon, this 11th day of December, 2003.

SIGNED ON BEHALF OF
SUPERIOR PROPANE



SIGNED ON BEHALF OF
TEAMSTERS LOCAL UNION NO. 31



LETTER OF UNDERSTANDING
BETWEEN
SUPERIOR PROPANE
AND
TEAMSTERS LOCAL UNION NO. 31
INDUSTRY ADVANCEMENT FUND

The Industry Advancement Fund shall be used for the enhancement of all persons dependent upon any industry represented by the Teamsters Local Union 31 .


The Company shall make contributions of five cents (5¢) per hour for which wages are payable hereunder for each employee covered by the collective agreement.

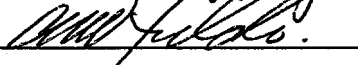
Payment of said funds shall be made to the respective Union's Industry Advancement Fund by the fifteenth (15th) day of the month following that to which they refer.

This payment will be independent and separate from any other payment made to the Teamsters Union, and will not be used to the detriment of Superior Propane.

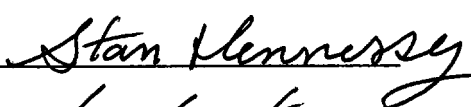
DATED AT Whitehorse, Yukon, this 11th day of December, 2003.


SIGNED ON BEHALF OF
SUPERIOR PROPANE





SIGNED ON BEHALF OF
TEAMSTERS LOCAL UNION NO. 31





LETTER OF UNDERSTANDING
BETWEEN
SUPERIOR PROPANE
AND
TEAMSTERS LOCAL UNION NO. 31

STANDBY

This Letter of Understanding shall apply to employees in the Yukon Territory.

In the event an employee is required to be on "Standby for callouts" outside of the employee's normal work schedule, such employee shall receive a payment of 1 hour's pay per day at straight time rate if required for a 5 day period - 24 hours per day, or 2 hours' pay per day at straight time rate, if required for weekends or long weekends - 24 hours per day. The Supervisor/Market Manager will determine the need for standby, schedule standby, and assign equipment from site(s) and employees to the standby schedule.

Standby time pay will apply once standby is scheduled in advance:

- whether employee is called out or not.
- be in addition to the overtime rates of pay for time worked when an employee is called out in accordance with Article 18, Sec. 1(e).

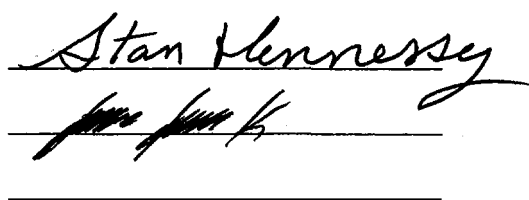
An employee on Standby who is contacted to respond to a callout, is expected to respond to the callout, and is not expected to assign other employees to the callout. However, if the employee who is called is not qualified to answer the callout, then the employee shall pass the call onto a qualified individual.

DATED AT Whitehorse, Yukon, this 11th day of December, 2003

SIGNED ON BEHALF OF
SUPERIOR PROPANE



SIGNED ON BEHALF OF
TEAMSTERS LOCAL UNION NO. 31



LETTER OF UNDERSTANDING

BETWEEN

SUPERIOR PROPANE
AND
TEAMSTERS LOCAL UNION NO. 31

SUB-CONTRACTING

Where sub-contracting is allowed under Article 39, the parties hereby agree that the Company will award new or renewed contracts using the following guidelines:

1. Contracts will be awarded based on candidate contractors being qualified and meeting all Company and regulatory performance requirements.
2. Contracts will be awarded based on candidate contractors bidding a competitive rate. Competitive is defined as being within 5% of the lowest qualified bidder.
3. Based on the candidates meeting the above criteria, contracts will be awarded in the following order of preference:

First:	Teamster
Second:	Union
Third:	Other

Details of bids shall be made available to the Teamsters Local Union Representative.


4. It is expressly recognized that any current sub-contracting commitments will be recognized by both parties until the expiry dates of the contracts governing them. Any such contract will not be renewed, except where they meet the above criteria.
5. The following example is illustrative of the intended application of this language:

<u>Company</u>	<u>Bid Rate per Litre</u>
A. Teamster Firm	\$1.07
B. Union Firm	\$1.05
C. Teamster Firm	\$1.03
D. Other Firm	\$1.02
E. Union Firm	\$1.01
F. Union Firm	\$1.00

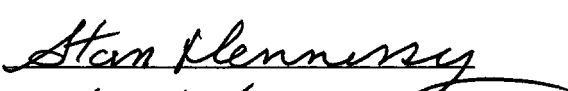
- Note:
- i) Company A is not eligible as bid is not within 5% of lowest bid.
 - ii) The winning firm is Company C as bid is within the 5% zone.
 - iii) The cost per litre in this example reflects the total cost of a contract converted to a cost per litre basis.

DATED AT Whitehorse, Yukon, this 11 th day of December, 2003.

SIGNED ON BEHALF OF
SUPERIOR PROPANE



SIGNED ON BEHALF OF
TEAMSTERS LOCAL UNION NO. 31



ADDENDUM

ARTICLE 15 - ANNUAL VACATIONS

Section 1 is clarified with respect to application of 1500 hours minimum worked during vacation administration year (May 1 to April 30) in conjunction with an employee's anniversary date to qualify for vacation entitlement effective May 1, 1990.

Employee must work more than 1500 hours to qualify for "greater of" formula.

Every intervening year of less than 1500 hours worked extends entitlement one year in calculation of "greater of" formula and qualifying for extra week at 2% (i.e. could take 12 years to receive extra week's entitlement at 9 years).

Example 1

Vacation Entitlement/Pay

- a) 1500 hours worked 1st year greater of 10 days pay or 4% of annual gross earnings
- b) 1500 hours worked intervening years qualifies for "greater of" formula
- c) 1500 hours worked 3rd/9th/15th/20th year extra week @ 2% of earnings from anniversary date to May 1st cutoff date

Example 2

Vacation Entitlement/Pay

- a) 1200 hours worked 1st year 6 days pay @ 4% of annual gross earnings
- b) 1200 hours worked intervening years regular % of annual gross earnings
- c) 1200 hours worked 3rd/9th/15th/20th year no extra week @ 2%

Example 3

Vacation Entitlement/Pay

- a) 1500 hours worked 1st year greater of 10 days pay or 4% of annual gross earnings
- b) 1200 hours worked in a year regular % of annual gross earnings

OR

- 1200 hours worked in 3rd/9th/15th/20th year no extra week @ 2%

SD