

COLLECTIVE AGREEMENT

BETWEEN:

MESSER CANADA INC.

- and -

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION
(on behalf of its Local 9042-106)**

January 1, 2026 – December 31, 2028

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COLLECTIVE AGREEMENT

between

**MESSER CANADA INC. in the Province of Ontario
(hereinafter called “the Company”)**

and

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION
(on behalf of its Local 9042-106)
(hereinafter called “the Union”)**

Article 1 Purpose

1.01 The general purpose of this agreement is to establish and maintain formal relations between the Company and its employees, provide the mechanism for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this agreement.

Article 2 Recognition

2.01 The Company recognizes the Union as the sole and exclusive collective bargaining agency for all its employees in the Brampton Plant save and except foreman, those above the rank of supervisor, office, staff and drivers and employees for whom any trade union held bargaining rights as of June 17, 2004. Should any of the processes (defined below) move (the “moved process”) to another Company location (the “second location”) within a 100 kilometre radius from the city centre of the City of Brampton and layoffs result therefrom, the parties agree that the moved process at the second location will be subject to the Union’s bargaining rights and will be subject to the terms and conditions of this collective agreement (all as clarified below).

2.02 Clarity Notes

- (i) A process is defined as any one of the following:
- Loading and unloading of cylinders
 - Filling of industrial and medical gases and mixtures
 - Filling of special gases
 - Cylinder maintenance
 - Service and maintenance of bulk gas storage tanks and equipment related thereto

- (ii) A move of a process means the entire discontinuance of that process at Brampton and a transfer of the work of that process to another Company location (*new or existing*) within a 100 kilometre radius from the city centre of the City of Brampton and in the case of bulk gases storage tanks it means all of the bulk gas storage tanks and not any single tank or tanks.
- (iii) Although the moved process at the new location is subject to the terms of this collective agreement, the second location will be a separate bargaining unit and the recognition clause of the collective agreement at the second location shall reflect that it applies only to the employees performing work of the moved process at the second location.
- (iv) The filling of any cylinders necessarily involves certain handling/loading work, which handling/loading work is not included in the loading and unloading of cylinders process in (i) above.

2.03 Whenever the male gender is used throughout the Articles within this Agreement, it is agreed that the feminine gender is an acceptable substitute whenever and wherever the feminine gender is applicable.

Article 3 Non Discrimination

3.01 Every employee has the right to equal treatment by the Company with respect to all aspects of the exercise of managerial authority by the Company, which equal treatment shall be without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, religion, political affiliation, gender, age, marital status, family status, handicap, sex, same sex status, record of offences, membership or office in the Union or any other ground protected at law.

3.02 The Union agrees that there will be no intimidation, interference, restraint or coercion exercised or practiced upon employees of the Company by any of its members or representatives, and that there will be no solicitation for membership, collection of dues or any other Union activity on the premises of the Company during an employee's working hours.

3.03 There shall be no discrimination, intimidation, interference, restraint, coercion or attempted coercion, by or on behalf of the Company or, by or on behalf of the Union, regarding any employee in the exercise of his right to bargain collectively through representatives of his own choosing.

Article 4 No Strikes or Lockouts

4.01 The Company agrees that it will not cause or direct any lockout of the employees covered by the agreement during the term of this Agreement or any extension thereof.

4.02 The Union agrees that there shall be no strikes, sit down, slow down or other collective action which will stop or interfere with productivity during the term of this Agreement or any extension thereof.

Article 5 Union Representation

5.01 The Company acknowledges the right of the Union to elect or otherwise appoint a Plant Committee to be composed of three (3) stewards, and at least one (1) to be working in the afternoon shift. If the company adds a shift or if the plant population exceeds 40 members, the company will bring back the 4th steward.

The Company will recognize and bargain with the said Committee on any matters properly arising from time to time, under the terms and during the continuance of this Agreement. When the company issues discipline to an employee the employee can elect to have one (1) Union representative only present at the discipline meeting and, on such election, management can have an **additional** representative present as a **witness**.

5.02 The Union recognizes and agrees that members of the Plant Committee have regular duties to perform in connection with their employment and therefore, the business of administrating this Agreement will be attended to with the least possible interference with production. Before leaving his regular Company duties, a Committeeperson must obtain permission of his Supervisor, or his delegate, to do so (such permission shall not be unreasonably withheld) and when resuming their regular duties, they will report to the Supervisor, or his delegate. The Company agrees to compensate Plant Committee members and grievors, at their current hourly rates and for a reasonable amount of time spent in dealing with grievances. This only to apply to time spent in dealing with grievances in the Plant during the employees' regular working hours and does not include time spent on grievances after they have reached the arbitration stage.

5.03 The Union agrees to supply the Company with the names of the members constituting the Plant Committee and will keep such lists up to date at all times.

5.04 The Company will recognize a negotiating committee comprised of three (3) members, and provide payment for regular time absent from work for the purpose of negotiations.

5.05 (a) A committee will be formed to ensure compliance with the Occupational Health and Safety Act. The committee will consist of equal number of Company representatives and Union representatives which will meet at the request of either party.

(b) The Company agrees to arrange and pay for the actual number of training days for union members who are active on the Joint Health & Safety Committee during the life of the collective agreement.

5.06 The Company recognizes the right of the Union to provide training to the Plant Committee person(s) and the Union agrees that no more than one (1) union representative will attend such training programs, meetings or seminars at the same time. The Union representative will provide a schedule of anticipated meetings.

seminars or training to be attended through the year **when the schedule is updated by the USW Education Department**. The Union representative shall, **15 business days** or more prior to attending such training programs, meetings or seminars, request, in writing, permission to attend such events. Permission will be granted within 3 working days from the request and the union representative shall not attend such event without such permission. The Company agrees that such permission will not be unnecessarily withheld and shall be granted provided it does not impact on production and operational demands.

5.07 In the event a Shop Steward is required in any of the shifts, the Union will consider filling the requirement with proper representatives.

Article 6 Management Rights

6.01 The Union acknowledges that nothing in this Agreement shall limit the Company in the exercise of its function of management under which it shall have, among others, the right to :

- (a) Maintain order, discipline, efficiency and safety;
- (b) Hire, retire, discharge, transfer, classify, promote, demote, layoff, recall or discipline employees, provided that a claim of discriminatory classification, promotion, demotion or transfer, or a claim that an employee has been discharged or disciplined without reasonable cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) Generally to manage the industrial enterprise in which the Company is engaged and without restricting the generality of the foregoing. To determine the number and location of plants, the products to be manufactured, the methods of manufacturing, the schedules of production, kind and location of machines and equipment to be used, processes of manufacturing, the formulating of its products and the control of materials to be incorporated in the products produced and establish standards of quality and quantity for all equipment and operations;

Article 7 Union Security

7.01 The Company shall, deduct union dues including, where applicable, initiation fees and assessments, on a weekly basis, from the wages of each employee covered by this agreement. The amount of dues shall be calculated in accordance with the union's constitution,

7.02 All dues, initiation fees and assessments shall be remitted to the union forthwith and in any event no later than 15 days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary treasurer of the United Steelworkers of America, AFL-CIO-CLC, P.O. Box 13083 Postal Station "A", Toronto, Ontario M5W 1V7 in such form as shall be directed by the union to the company along with a completed dues remittance form R-115. A

copy of the dues remittance form R-115 will also be sent to the Union office designated by the Area Coordinator.

- 7.03** The remittance and the R-115 form shall be accompanied by a statement containing the following information:
- (a) a list of the names of all employees from whom dues were deducted and the amount of dues deducted;
 - (b) a list of the names of all employees from whom no deductions have been made and reasons;
 - (c) this information shall be sent to both union addresses identified in Article .02 in such form as shall be directed by the union to the company.
- 7.04** The union shall indemnify and save the company harmless against all claims or other forms of liability that may arise out of any actions taken by the company in compliance with this Article.
- 7.05** The company, when preparing T-4 slips for the employees, will enter the amount of union dues paid to the employee during the previous year.
- 7.06** In the event that the company is experiencing shortage of workers due to members being off work for STD or any other type of Leave of Absence and/or company's requirements of special projects, the company will first offer the position to existing permanent employees.
- The parties agree that the company will hire up to two (2) Relief workers to fill these vacancies, without posting for permanent positions. However, if the Relief workers work more than 90 working days, their union seniority date will be the first day they started work at the Plant.
 - In the event that any of the Relief worker is released and recalled within a maximum period of twelve (12) months, their union seniority will continue from their last day of work.
 - The seniority date for Relief workers entering into permanent employment with the company, will be established on the actual date their company employment commences and the time served shall be considered part of the probationary period as per Article 12.01.
 - Notwithstanding the above, the company will first post any permanent vacancies, before applying the language summarized above.
 - The company will provide the Union with documentation as it relates to the Relief worker's status in writing.
 - Utilizing the Union's billing format, the Relief workers shall remit to the Union on a monthly basis an assessment fee equal to a month's union dues for each Relief worker utilized.

- Relief workers will be considered part of the Bargaining Unit. after 90 working days.

Article 8 Complaint and Grievance Procedure

8.01 A grievance is a dispute concerning the interpretation, application, administration or alleged violation of this Agreement, which has been submitted in writing.

8.02 It is the mutual desire of the parties hereto that complaints of employees will be addressed as quickly as possible. An employee who has a complaint relating to this Agreement, should first give his immediate supervisor the opportunity to settle the complaint before filing a formal grievance. The employee may request a shop steward at such discussion. The employee shall do so within five (5) working days of the incident giving rise to the complaint being known to the grievor or when the grievor ought reasonably to have known of the incident. The supervisor shall state his decision verbally within five (5) working days of receipt of the complaint. If the Supervisor's response does not resolve the complaint, then the following steps of the Grievance Procedure may be invoked:

8.03 Step 1

An employee, accompanied by a Shop Steward, will file a written grievance and meet with his immediate supervisor, or in his absence his designate, within three (3) working days of the employee's discussion with his supervisor. The supervisor, or in his absence his designate, will provide the employee and Shop Steward with a written reply to the grievance given within five (5) working days of such meeting.

Step 2

Failing resolution of the grievance at Step 1, the Shop Steward may within five (5) working days of receipt of reply from Step 1, refer such grievance to the Plant Manager, as appropriate, or in their absence, their designate. The Plant Manager or in their absence the Human Resources Partner will meet with the Shop Steward and the grievor in an attempt to settle the grievance. The Plant Manager, as appropriate, or in their absence their designate, will provide the employee and Shop Steward with a written reply to the grievance within five (5) working days of such meeting.

Step 3

In the event the grievance is not settled at Step 2, the Shop Steward or the Unit Chairperson may refer the grievance to the Director, HR within five (5) working days of the receipt of the written decision from Step 2. The Director, HR or in her absence her designate, will arrange a meeting to take place within ten (10) working days. The Director, HR or her designate and the Director, National Package Gases & Products Operations, as appropriate, will meet with the Shop Steward. A Staff Representative and Unit Chairperson of the Union may be present if requested by either party in addition to the Shop Steward. The grievor may attend the meeting if requested by

either the Company or the Union. The Director, HR or in her absence her designate, will provide the Unit Chairperson with a written reply to the grievance within five (5) working days of such meeting.

- 8.04** If the decision of the Director, HR, in conjunction with the Director, National PGP Operations, is unsatisfactory to the Union's Chairperson, then the grievance may be referred to arbitration hereinafter provided.
- 8.05** Subject to 8.02, it is mutually agreed that no grievance will be considered, the alleged circumstances of which originated or occurred no more than ten (10) working days.
- 8.06** Any of the times mentioned in the grievance or arbitration proceedings may be extended by mutual agreement.

Article 9 Special Grievances

- 9.01** A claim by an employee that he has been discharged without reasonable cause, will be treated as a grievance, if a written statement of the grievance is lodged with the Management within five (5) working days after the employee ceases to work for the Company. All such grievances shall proceed directly to Step 3 of the grievance procedure as outlined in Article 8.03.
- 9.02** Such special grievance may be settled by confirming the Management's action in dismissing the employee for time lost or by any other arrangement as to compensation which is just and equitable in the opinion of the conferring parties.
- 9.03** The special authority given to an Arbitrator by this section is by way of an exception and is not to be treated as a precedent when dealing with any type of claim other than when an employee has in the opinion of the Union, been discharged without just cause.
- 9.04** When an employee has been dismissed he will be given an opportunity of privately interviewing his Committee person at a place designated by the Company before he is requested to leave the Company premises.

Article 10 Management Grievances

- 10.01** It is understood that the Company may bring forward at any meeting held with the Plant Committee any complaint or grievance with respect to the conduct of the Union, its officers, Committeeperson, or with respect to the conduct of the employees generally, and that if such complaint of grievance is not settled to the mutual satisfaction of the conferring parties it may be referred to arbitration in the same way as a special grievance of employee (see section 9).

Article 11 Notice of Disciplinary Action

11.01 Any notice of disciplinary action which is to form part of an employee's employment record shall be given in the presence of the union steward.

11.02 All records of discipline will be removed after eighteen (18) months from the incident giving rise to such discipline, provided a directly related incident has not occurred during that eighteen (18) month period. Incidents covered under the same Company policy are considered directly related.

Article 12 Seniority

12.01 A new employee after completing ninety (90) working days' (excluding sick days) service shall become a regular employee, entitled to full privileges with his seniority dating from the date he actually started work for the Company. A probationary employee who is discharged, may discuss the matter with the proper Company officials, but his release cannot be taken to arbitration. Seniority standing shall be deemed to mean length of continuous service with the Company excepting as qualified in other parts of this Agreement.

12.02 An employee shall lose his seniority standing (subject to grievance procedure) and his name shall be removed from all seniority lists for any of the following reasons:

- a. If the employee voluntarily quits.
- b. If the employee is discharged and is not reinstated pursuant to the provisions of the grievance procedure herein.
- c. If the employee has been laid off and fails to return within five (5) working days after he has been notified to do so by the Company through **courier and email** addressed to the last address on record with the Company. (Note: It is the employee's responsibility at all times to keep the Company informed of his correct home **and email** address).
- d. If the employee overstays a leave of absence granted by the Company without securing an extension of such leave in writing.
- e. If the employee is absent from work without good reason for more than three (3) consecutive working days without securing leave of absence.
- f. If the employee accepts other employment while on leave of absence, except if the employee is on medical leave and such employment is required by WSIB or under provisions of the Company's Long Term Disability Plan.
- g. If an employee with less than four (4) years' seniority is laid off for a period in excess of twelve (12) consecutive months; if the employee with four (4) or more years seniority is laid off for a period in excess of twenty-four consecutive months.
- h. If an employee waives the employee's recall rights or the employee's recall rights expire pursuant to Article 32 (Enhanced Rights on Move of a Process) or Article 33 (Enhanced Employee Rights on Certain Types of Layoff).

12.03 a. Where it becomes necessary to reduce the working force, seniority will become a guiding factor as long as it does not prevent the Company from maintaining a working force of employees who possess the skill and ability to do the work, can be trained to perform the work within a two week period, except as mutually

agreed upon to extend the period of training time. An assessment may be conducted by the Company to determine the skill and ability.

- b. The Union Plant Chairperson and the Chief Steward shall be retained at work regardless of seniority as long as there is work available that they are capable of performing and they have the required skills and abilities. This section applies during the current Agreement. Plant Chairperson shall be assigned to the day shift.
- c. an employee who bumps a junior employee shall have two weeks to elect to bump into another position, in accordance with this Article;
- d. an employee who cannot perform the duties of the first position into which the employee bumped, shall be able to elect to bump into another position based on skills and abilities determined through an assessment, in accordance with this Article, or be laid off. If there is no available position into which the employee can bump, the employee shall be laid off. If the employee cannot perform the duties of the second position into which the employee bumped, the employee shall be laid off;
- e. employees shall be recalled in reverse order of lay off subject to (a) above;
- f. employees to be recalled will be notified by **courier** at the last known address and last e-mail address on file and given three (3) working days to respond after the recall notice has been mailed and the employee must report to work on the date specified in the recall notice.
- g. This section shall not apply to any lay-offs covered under Articles 32 and 33.

12.04

- a. (1) In the event new jobs are created or vacancies occur, the Company will post such new jobs or vacancies for a period of (3) working days before new employees are hired in order to allow employees with seniority to apply. The Company will provide the Union with a copy of the posting.

(2) In the event that 2 or more employees apply, the Company shall consider the skill and ability and physical fitness of the applicants. As between two of equal standing, seniority shall govern.

(3) The successful applicant will be entitled to a period of three (3) months (after completion of any training period) to demonstrate their ability to (to be efficient and safe) satisfactorily perform the job. The successful applicant has 30 days from the date of awarding of the posting to decide to return to the employee's previous classification. The Company may do an assessment to determine skills and abilities.

(4) It is agreed that the successful applicants of the job bidding procedure must remain in the position and cannot bid out for a period of twelve (12) months. This

employee can still apply for a posting for a training opportunity during this twelve month period.

(5) The Company will advise the unsuccessful applicant of the reason for not being selected.

(6) Employees who, after appropriate training has been provided cannot perform the duties of the job shall be returned to their former position and cannot reapply to the position for twelve (12) month period. The applicant may have his Union Steward present.

(7) The company will post a vacancy within five (5) days of the vacancy arising and the applicants will be advised the outcome within six (6) days of the posting. The Union will be advised of the names of the successful applicant.

(8) It is understood that stewards may enter the name of employees on the posting who are absent at the time jobs are posted. Senior employee who is inactive and bids for the position will be considered for the position upon their return to work. In the mean time parties agree to consider the second senior employee on the bidding list who will then revert to their original position.

- b. In the event that employees applying for such positions are required to pass aptitude, skills and/or physical performance tests, the Company agrees that such testing will be at the Company's expense and that employees will be given appropriate feedback. The Company and the Union agree to meet and discuss the testing requirements/criteria.
- c. When the Company elects to provide training preparation for a potential vacancy, the training position will be posted indicating that a training position is available. To meet business needs the Company can, at any time, choose to train one or more employees who have applied to a posting opportunity without regard for seniority so long as, in addition, the Company trains an equal number of employees who have applied for the posting, which employees are chosen on the basis of seniority. While an employee is training he will be paid the rate for the classification for which he is training subject to Rate Progression. Should the employee be returned to his former classification to await a specific vacancy in the classification for which he trained, then he will revert to his former rate.

12.05 The Company may hire students, to the limit allowed as per the vacation policy, and to remain consistent throughout the summer months, to replace regular employees during vacation. Summer months will be April 1 to Labour Day. The Union and the Company agree that summer students will be primarily assigned to the latest shift. This will allow the most senior bargaining unit member plant wide, to be transferred to the first shift for the period April to September, as long as this does not prevent the Company from maintaining a work force of employees capable of doing the work, efficiently and safely.

12.06 Seniority lists will be posted in the plant when the manpower in the bargaining unit changes. The Company will post such seniority lists.

- 12.07 The Company shall provide the Local 9042 with a list of the employee's names, addresses and telephone numbers once per year.

Article 13 Leave of Absence

- 13.01 a. The Company may grant a leave of absence without pay to any employee for legitimate personal reasons, including illness and accidents. Any person who is absent, with written permission, shall not be considered to be laid off and his seniority shall continue to accumulate during his absence. An employee who has been granted leave of absence and who is found to be absent on leave of absence for reasons other than those for which the leave was granted, will be subject to discipline, up to and including termination.
- b. The Company shall grant a leave of absence, without pay, for up to a two-week period, to not more than two (2) employees to serve as delegates for the Local Union for the transaction of Union business (excluding contract negotiations). Such leave shall be provided as long as it does not unduly interfere with production. The workers will be transferred to the day shift for the affected time. This will not occur more than three (3) times per year.

- 13.02 When bereavement occurs in the immediate family of an active employee, the employee will be permitted up to three (3) consecutive scheduled workdays off with pay at the time of the bereavement. If an employee has to travel five hundred (500KM) or more to attend a service, they shall receive an additional one (1) day bereavement leave.

An employee's immediate family shall mean spouse, common-law spouse (declared as such by the employee and recognized as such in accordance with Company policy of common law living for a period of 12 months or more) father, mother, son, daughter, children living under guardianship arrangements with employee, brother, sister, current stepparents, current stepson, current stepdaughter, father-in-law, mother-in-law, grandparent or grandchild.

In the case of the death of brother-in-law, sister-in-law, an active employee will be permitted up to one (1) day with pay at the time of bereavement. The Company may require proof of death before granting bereavement pay.

- 13.03 a. An employee who is selected as a juror or subpoenaed as a crown witness will be compensated for earnings lost due to such service. This compensation will be based on the number of hours provided by his regularly scheduled hours at the normal hourly rate less the fee received for his services as juror. However, should the employee present himself for selection as juror and not be selected, then he is required to return to the Plant to complete his remaining normally scheduled work day.
- b. Any employee called for jury or witness duty shall be transferred to the day shift during the period that he is required to serve.

Article 14 Union Notice Boards

14.01 The Company agrees to establish one (1) Notice Boards for the posting of official union notices. All such notices must bear the signature of the President or the Recording Secretary of the Local Union. The Notice Boards are to be placed in a satisfactory and unobstructed location. Before posting, the notice must receive the signature of the Plant Supervisor of the Company, or his delegate.

Article 15 Non-Bargaining Unit Individuals

15.01 Non-Bargaining Unit individuals shall not be permitted to perform work on the job of employees covered hereby, except in the following situations:

- a. In emergencies when regular employees are not immediately available.
- b. In the instruction or training of employees.
- c. In the performance of necessary work when production difficulties are encountered on the job.
- d. Specialized projects such as installation of new equipment and piping that require a skill set outside of the local union member capabilities.

Article 16 Hours of Work

16.01 The hours of work are stated solely for the purpose of calculating overtime and Shall not be construed as a guarantee of any minimum nor as a restriction of any maximum number of hours to be worked.

16.02 The standard hours of work for the Brampton Plant employees shall be forty (40) hours per week consisting of five (5) shifts of eight (8) hours each Monday to Friday inclusive. The parties agree that a Monday shift can start on a Sunday and a Friday shift can finish on a Saturday. The parties agree that the standard start times for shifts are as follows:

Day Shift: Between 5am and 7am

Afternoon Shift: Between 1:30pm and 3:30pm

On Fridays, the scheduled shift will end no later than midnight.

Night Shift: Between 9pm and 12am

Any changes to the standard work week or the standard starting times for shifts shall only be by mutual agreement of the parties. The parties agree to meet and discuss any changes to the standard work week or standard starting times for shifts at the request of either party.

Members are required to scan-out at the end of a shift with a five (5) minute wash-up time. E.g: If the shift ends at 2:30pm, members will leave the floor at 2:25pm for wash-up, and then scan out anytime after 2:30pm.

- 16.03** In the event the Company determines that it needs to introduce a weekend shift, it will discuss the issue in advance with the Union.
- 16.04** Employees will have one half (1/2) hour unpaid lunch break and two (2) paid rest periods, not to exceed fifteen (15) minutes, once in the first half and one in the second half of their shift.
- 16:05** Weekend work on Saturday and Sunday and holidays, will typically be an eight (8) hour shift, which will include two (2) fifteen minute paid breaks only. For shifts with eight (8) hours or more in duration, the employee shall also be entitled to a half (1/2) hour unpaid lunch.

Article 17 Overtime

- 17.01** When the Company requires employees to perform overtime work in excess of their standard hours of work, the Company shall give as much advance notice as is possible when such overtime work is required. The Company will make every attempt to distribute normal overtime as equally as possible within a shift, and among those that normally perform the work (based first on classification and then seniority).
- 17.02** Any hours worked over and above the standard work day shall be considered as overtime and paid for at the rate of time and one-half.
- 17.03** Double time will be paid for all work performed in excess of twelve (12) consecutive hours per day.
- 17.04** The Company agrees to pay the overtime premium at time and one-half for unscheduled Saturday work and double time for all unscheduled Sunday work.
- 17.05** (a) If an employee is required to report to work more than four (4) hours before the start of the employee's regularly scheduled shift, the employee will be paid time and one-half (1 ½) the employee's normal rate for those hours worked prior to the start of his regularly scheduled shift so long as the employee works a total of eight (8) consecutive hours. In the event that the employee does not complete his eight (8) consecutive hours, the hours paid at time and one-half (1 ½) will be reduced by the hours not worked.
- 17.06** The Company agrees that any plant employees sent out of town will be paid straight time for his regular eight (8) hours and time and one-half thereafter whether working or driving his own or a Company vehicle. If required to ride as a passenger on a public owned or private owned vehicle he will be paid at straight time for such hours. This clause is designed for use in the Province of Ontario. For Trans-Canada trips, special arrangements would have to be made.

17.07 Expenses incurred during a trip referred to in 17.06 will be paid for against receipts only. Employees required to take a two (2) or more day trip shall be provided adequate funds in advance and in U.S. funds where required. Receipts and expense claims must be submitted weekly and shall be paid at the time they are submitted.

Article 18 Shift Premium

18.01 Employees required to work on the second shift and third shift as outlined in Article 16.02 shall receive premiums as follows (effective day after ratification):

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
2nd Shift (Afternoon)	\$1.30	\$1.30	\$1.30
3 rd Shift (Mid-night)	\$1.35	\$1.35	\$1.35

Such premium shall not be added to the employee's rate in calculating overtime (will be strictly implemented). An employee required to work by the employer outside his normal shift will receive shift premium for the shift to which he is normally assigned, not to exceed eight hours per shift.

Article 19 Call-in and On-Call pay

19.01 Employees called back to work after regular working hours shall receive a minimum of four (4) hours at time and one-half their day rate.

19.02 The required on-call duty for emergency service will be distributed equally among the Service Technicians on a weekly basis. When on-call for one week the Service Technician shall receive an additional three (3) hours pay at time and one half.

19.03 Service Technicians assigned to the Plant shall be responsible for all on-call emergency service related to the Plant. In such circumstances, when Service Technicians are called back to work after their regular working hours, they shall receive a minimum of four (4) hours pay at time and one-half of their day rate. Emergency service on-call duty for the Plant shall be distributed equally among the Service Technicians assigned to the Plant on a weekly basis. When on call for one week, the Service Technician shall receive an additional three (3) hours pay at time and one-half their regular day rate.

Article 20 Shunt Truck Drivers

20.01 Employees who are assigned to perform shunt truck duties during a shift, shall receive a premium of \$0.80 per hour. The company's current practice of utilizing other third party contractor drivers to do shunt truck duties can continue.

20.02 Employees who are assigned to moving of straight trucks during a shift shall receive a premium of \$0.75 p/hour. In the event that no qualified employee is available to

perform the straight truck duties, the company reserves the right to utilize Route Sales/Night drivers for assistance.

Article 21 Reporting Allowance

- 21.01** Employees who are regularly scheduled and have not received twenty-four (24) hours notice not to report to work, and those who are notified to report for work and having reported are prevented from working through conditions within the Company's control, shall be paid for a minimum of four (4) hours at their day rate. As a condition of payment, the employee shall perform any available work requested of him by the Company during the four (4) hour period.
- 21.02** The expression "conditions within the Company's control" as used in the preceding paragraph, shall not be construed to include work stoppages in connection with labour disputes, breakdown of any items of equipment, **force majeure** or Governmental requirements.

Article 22 Meal Allowance (Plant & CES)

- 22.01** After completion of three (3) consecutive hours overtime at the end of a shift, the Company will pay \$13.00 on an after-tax basis.

If an employee other than the CES Technician travels for company purposes, expenses will be submitted through the On-line Expense Reimbursement System and will follow the Messer Expense Policy Guidelines.

- 22.02 a.** CES Service Technicians shall receive their meal allowance payments **through the online Expense Reimbursement system.**

CES Service Technicians on out of town trips shall receive a credit card and the following meal allowance:

One Day Trip

In excess of 10 hours on duty* : **\$15.00**

In excess of 14 hours on duty* : **\$15.00 + \$25.00 = \$40.00**

In excess of 18 hours on duty* : **\$15.00 + \$15.00 + \$25.00 = \$55.00**

For trips greater than one day

First day Dinner* : **\$30.00**

Second & Subsequent Days

Breakfast* : **\$15.00**

Lunch* : **\$15.00**

Dinner* : **\$30.00**

In excess of 14 hours on duty* : **\$45.00 + \$15.00 = \$60.00**

In excess of 18 hours on duty* : **\$45.00 + \$25.00 = \$70.00**

***up to a maximum**

Article 23 Insurance

- 23.01** The Company will continue to pay one hundred percent (100%) of the premiums presently being paid to the Group Insurance Plan. The Company agrees to continue to provide Group Benefits and Weekly Indemnity.

Article 24 Tool Allowance

- 24.01** The Company will pay up to **three hundred (\$300.00)** dollars per calendar year as a tool allowance to each CES Service Technician and CES Service Technician Apprentice. Before being eligible for the tool allowance the employee must work for one year in the aforementioned classifications.

The Company will supply the required tools to the Plant Service Technician and the Plant Service Apprentice.

Article 25 Safety Boots and Clothing

- 25.01** The wearing of metatarsal support type safety boots acceptable to the Company is mandatory and is a condition of employment for all employees.

The Company will supply safety boots at no cost to the employee as requested on the understanding that boots will be replaced at the discretion of the supervisor upon return of the worn out pair.

The footwear must be purchased from a Messer approved vendor and must comply with all Messer Policies at the time of purchase.

- 25.02** Upon completion of a probationary period, the Company shall provide, free of charge, to all employees covered by this Agreement with **Messer** work clothes, as required by Company standards. Employees must wear this clothing at work and ensure that it is properly cleaned at all times. **Where employees receive Safety boots and/or uniform prior to the completion of their probationary period and leave employment, the uniform is to be returned and the cost of the Safety boots, and uniform if not returned, shall be deducted from the final pay(s).**

Article 26 Holidays

- 26.01** The Company agrees to pay each employee, other than part-time workers for each of the holidays listed hereunder, the celebration of which falls on his regular scheduled work day which he would otherwise have worked had it not been a holiday. Remuneration will be a sum equivalent to his current hourly day rate for the number of hours he would have worked on such day, provided he completes the regularly assigned hours of work on the day immediately prior to, and following the day of the celebration of the holiday.

26.02 The only exception to the above will be for leave of absence granted in writing or proven illness either the day before or the day after the holiday.

26.03 The holidays are:

- | | |
|-------------------|--|
| 1. New Year's Day | 9. Christmas Eve Day |
| 2. Good Friday | 10. Christmas Day |
| 3. Family Day | 11. Boxing Day |
| 4. Victoria Day | 12. New Year's Eve |
| 5. Canada Day | 13. Heritage Day if proclaimed by the Federal government |
| 6. Civic Holiday | |
| 7. Labour Day | |
| 8. Thanksgiving | |

26.04 Shift employees who are off schedule on a statutory holiday will receive eight (8) hours pay.

26.05 Employees who work on any of the aforementioned statutory holidays will be paid at the rate of time and one-half for all hours worked, in addition to which they will receive eight (8) hours pay. In lieu of the holiday pay employees may have the time off at their hourly day rate at a time mutually agreed on.

26.06 An employee who is scheduled to work on any of the statutory holidays and without reasonable excuse fails to report to work shall forfeit his right to holiday pay.

26.07 Statutory holidays falling within the period of an employee's annual vacation will be credited to his vacation period, i.e. an extra day with pay.

26.08 Should any of the Statutory holidays fall on a Saturday or Sunday, the following Monday will be considered to be the holiday for the purpose of this Agreement, except Christmas Eve and New Year's Eve, which would be the last working day prior to Christmas Day and New Year's Day.

26.09 All bargaining unit members at the date of ratification in February 2017 will receive the Family Day and one floater day in each calendar year. The floater holiday shall be scheduled in accordance with the scheduling terms of the vacation policy.

All new hires after the ratification date of February 2017, will have the holidays stated in 26:03, and no additional floater day.

Article 27 Vacations

27.01 The vacation year coincides with the fiscal year and runs from January 1st through December 31st. Vacation is to be taken during the calendar year in which it is earned. Employees are advanced their annual vacation entitlement at January 1st of each year. If a holiday falls during the vacation period, the holiday will not be counted as a vacation day used. Vacation schedules and entitlement are listed below.

Employees shall be entitled to annual vacations in accordance with the following schedule of continuous service:

<u>Years of Service</u>	<u>Vacation Entitlement</u>
0 to 4 years	Three Weeks (prorated for new employees in their year of hire)
5 to 19 years	Four Weeks
20 to 29 years	Five Weeks
30 years or more	Six Weeks

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

27.02 Vacations will be granted as far as possible at a time desired by employees at any time throughout the year. Every effort will be made to comply with their desires consistent with the proper operation of the Plant. Seniority shall prevail in the event that two or more employees request the same vacation period. Vacations must be taken during the vacation period (calendar year).

27.03 Vacation pay will be the employee's applicable percentage (6% - 8% - 10% or 12%) of gross earnings in the period of January 1 to December 31 of the current year. There shall be no carry over of vacation days.

The Company will complete an annual vacation reconciliation and where the percent of gross earnings is greater than actual vacation pay, the Company shall pay the employee the difference in the second pay period in February of the following year.

27.04 In any vacation period (calendar year) when an employee's applicable percentage increases, the new percentage will be calculated as of January 1. Should the employee fail to complete the service applicable for the new percentage, the company will deduct any vacation pay overpayment from the employee's termination pay.

Article 28 Humanity Fund

28.01 It is agreed by both parties that all employees in the bargaining unit will have a deduction from their vacation pay cheque of \$21.10 to be forwarded on the employee's behalf to United Steelworkers as a contribution to the International Aid and Development (Humanity Fund). The Company will submit one cheque with a list of the contributing employee's names and the Humanity Fund will issue receipts for tax purposes.

Article 29 Labour Management Committee

29.01 The parties will establish a labour management committee which **will consist of equal number of Company representatives and Union representation who will meet twice** a year for the purpose of discussing problems of mutual interest including

the effect of technological changes and to review the matrix of all jobs in the bargaining unit and training requirements

Article 30 Schedules

30.01 Attached hereto and forming part of this Agreement are:
Schedule "A" - Schedule of Wages
Wage Increase: - Y1:3.00%, Y2:2.00% & Y3:2.00%

Job classifications under Schedule 'A' revised as follows:

Lead Hand

Cylinder Maintenance

Cylinder Filler

Cylinder Loader

Student Labour

Plant Service Technician

CES Service Technician

Plant Service Technician Apprentice)

CES Service Technician Apprentice) See Schedule "B"

Schedule "B" - Apprenticeship Programme Service Technician

Article 31 Term of Agreement

31.01 This Agreement shall be in full force and effect from the 1st day of January 2026 until the 31st day of December 2028. Written notice to amend the Agreement shall be given within 90 days prior to the termination date of this Agreement. The parties agree to meet within 15 days or as soon thereafter as mutually agreed to commence negotiations.

Article 32 Enhanced Employee Rights on Move of a Process and Certain Types of Layoffs

32.01 An employee who has been given notice of layoff as a result of any one of the following:

- (a) a moved process (as defined in Article 2.02) outside the 100 kilometre radius from the city centre of the City of Brampton; or
- (b) a reorganization of the Company's distribution or supply chain networks or a reorganization of work amongst Company locations in Ontario;

shall be entitled to:

- A. an offer of employment to a position at any other Company location on the following terms:

- (i) for all positions excluding driver, service technician, lab technician and special gases filler, the Company shall provide a maximum of thirty (30) days training to the employee on the skills and qualifications necessary for the employee to perform the job duties of the position to which the employee is transferred;
- (ii) for the position of special gases filler, the Company shall provide a maximum of sixty (60) days training to the employee on the skills and qualifications necessary for the employee to perform the job duties of the position to which the employee is transferred;
- (iii) for the position of service technician, the employee must have the present skill and ability to perform all of the job duties and have the present ability to satisfy all of the technical and/or certification requirements of the position
- (iv) during the time limits set out in (i) and (ii) above, the Company shall also arrange for the employee to take any external training or courses required for the employee to be able to perform the job duties of the position to which the employee is transferred; and
- (v) in the event that the employee does not successfully complete all of the training and certification requirements of the position to which the employee transfers within the time limits set out in (i) and (ii) above, the employee will receive the severance package set out in B. below;
- (vi) an employee who accepts an offer of employment shall retain and accumulate seniority shall retain recall rights for a period of twelve (12) months from the date of the transfer; and
- (vii) the offer of employment shall be on the terms and conditions of employment that exist at the Company location to which the employee is transferred except as modified herein and such offer:
 - (i) shall be set out in writing indicating the position and applicable rate of pay and expected date of commencement; and,
 - (ii) will only involve positions to which an employee can be reasonably trained in accordance with the time limits contained herein; and,

- (iii) shall protect an employee's rate of pay such that the rate of pay of the position that is offered to the employee:
 - (a) is higher than the rate of pay the employee was being paid as at the date of the employee's layoff, the employee shall be paid the higher rate of pay;
 - (b) is lower than the rate of pay the employee was being paid as at the date of the employee's layoff, the Company will maintain the employee's rate of pay at the higher rate for a period of twenty four (24) months from the date of transfer; and,
 - (c) in the event that there is a progression rate of pay based on service in existence at the location in the job offer to the employee, the employee's pay under such system shall be determined based on the employee's years of service and integrated into such progression provided he suffers no loss of rate of pay as a result; and,
- (viii) the Company guarantees that, if the employee accepts the offer of employment, so long as the employee successfully completes the training required to satisfy the job duties of the position, as set out in (i) and (ii), the Company shall not terminate the employment of the employee other than for cause for a period of twelve (12) months from the employee's date of transfer and that, thereafter, if the employment of the employee is terminated for reasons other than for cause, the Company shall provide a severance package to the employee in accordance with the Company's general practice on the termination of employment of non-union employees;

B. refuse the offer of employment set out in A. above and elect to waive the employee's recall rights in return for:

- (i) a severance payment equal to 2.0 weeks pay for each completed year of employment to a maximum of 52 weeks;
- (ii) a letter of reference; and,

(iii) retraining and job search assistance at the Union's Job Action Centre at the Company's cost (\$500.00 per employee)

C. an employee's decision hereunder shall be made within seven (7) days of receipt of the notice of layoff and the effective date of the transfer shall be no sooner than 14 days following the employee's decision unless otherwise agreed to in writing between the employee and the company.

Article 33 Severance Pay on Plant Closure

33.01 In the event of a Plant closure, employees shall be paid one (1) week's pay for each year of service to a maximum of thirty (30) weeks.

In the event of Plant closure or move part or whole of its operations, the impacted employees will be paid severance as per Article 34.01.

Article 34 Employment Insurance Rebate


34.01 The parties agree that the company can apply any employment insurance rebate as the company determines


Article 35 Copies of Collective Agreement

35.01 The Company shall provide a copy of the collective agreement to all members of the bargaining unit and to Union staff.


Duly executed by the parties hereto this 6th day of FEBRUARY, 2026 AD

SIGNED ON BEHALF OF THE COMPANY





SIGNED ON BEHALF OF THE UNION









SCHEDULE "A" – Schedule of Wages

		1-Jan-26	1-Jan-27	1-Jan-28
Cylinder Loader / Cylinder Filler / Cylinder Maintenance				
Starting wage (probationary period)	80%	\$29.05	\$29.63	\$30.22
After completion of 90 working days	85%	\$30.86	\$31.48	\$32.11
After completion of Year 1	90%	\$32.68	\$33.33	\$34.00
After completion of Year 2	95%	\$34.49	\$35.18	\$35.89
After completion of Year 3	100%	\$36.31	\$37.03	\$37.77

		1-Jan-26	1-Jan-27	1-Jan-28
Lead Hand	100%	\$37.64	\$38.39	\$39.16
Plant Service Technician	100%	\$41.10	\$41.92	\$42.76
CES Service Technician	100%	\$41.10	\$41.92	\$42.76
Student Labour	100%	\$21.66	\$22.09	\$22.54

NOTE: External CES Technicians with specialized skills can be brought on board at the full CES Technician rate per the CBA.

Plant Service Technician Apprentice)
CES Service Technician Apprentice) See Schedule "B"

For the sake of clarity, shift selection shall be on the basis of seniority.

There shall be **two (2)** primary assignments; **cylinder** filler and loader. While employees hired before January 11, 2006 are expected to have the skill and ability to perform the duties of all the primary assignments, they shall have the skill and ability to perform the duties of at least one of the primary assignments.

An employee hired before January 11, 2006 can refuse to perform the work of a primary assignment, or the Employer can choose not to assign the duties of a primary assignment to such employee, where the employee does not have the skill and ability to perform the duties of such primary assignment. For the sake of clarity, such an employee who does not have the skill and ability to perform the duties of at least one primary assignment, will be laid off from those primary duties.

Employees hired on or after January 11, 2006 must have the skill and ability to perform the duties of all of the primary assignments. Scheduling of primary assignments will be on the basis of seniority (so long as the employee is trained and has the skill and ability to perform the duties of the primary assignment); however, the assignment of primary assignment or duties on a shift may be done without regard for seniority for purposes of skills maintenance, cross-training and production issues.

For the sake of clarity, "production issues" means emergencies or unplanned or unanticipated events, circumstances or production demands. In the event of a grievance by the Union alleging that the Company has scheduled or assigned work out of seniority for "production reasons" in violation of this provision, the Company agrees that it bears the onus of proving the production reason(s).

Plant employees will be eligible to participate in the Plant Performance Incentive as outlined in the Plant Performance Incentive Plan.

New or Changed Jobs

The Company agrees to negotiate with the Union, the rate of pay for any new or changed job prior to the rate being installed. However, if the Parties fail to agree on the new rate they shall install the new rate proposed by the Company and the Union shall have the right to grieve whether or not the rate is properly based on its relationship to related or similar jobs presently in existence.

SCHEDULE “B” – Apprenticeship Program – Service Technician

An apprenticeship Programme for the purpose of training employees to meet the requirements of the classification of Service Technician will be part of this Agreement. Apprentices will work with Service Technicians and on their own up to the level of their ability. During the term of the programme they will strengthen their skills with on-the-job experience and be expected to perform productive work.

Employees in the apprenticeship program will be subject to the conditions of this Agreement with the following additional provisions.

1. The program will be for a period of three years with a pay rate tied to the conditions of this Agreement with the following additional provisions.

- 1st Year - Current Service Technician rate less \$3.00/hour
- 2nd Year - Current Service Technician rate less \$2.00/hour
- 3rd Year - Current Service Technician rate less \$1.00/hour

On completion of the three (3) year program, the rate will be the current hourly rate for Service Technicians.

2. New employees hired into the Apprenticeship program will be subject to Article 12.01 except that the probationary period will be six months from date of hire.

Regular employees transferred into the Apprenticeship program from other classifications will be subject to probationary period of six months from the date of transfer. If, in the opinion of the Company, the Regular employee’s performance within the probationary period does not meet the Company’s requirement full seniority rights in Article 12 will apply giving the employee the right to claim the job he was transferred from.

3. Entry into the apprenticeship program will be subject to the job posting procedure as outlined in Article 12.04.

Required Skills:

- 2 year technical diploma minimum, in the area of electrical, mechanical, refrigeration or related.
- Strong analytical/trouble shooting skills
- Basic electrical knowledge
- Health & safety focused.

Required Education:

- College Diploma – Electrical, mechanical, refrigeration or related.

These requirements will not be applicable to current Bargaining Unit members in various job classifications. but will be applicable to new members joining the bargaining unit, after the ratification date.

**LETTER OF UNDERSTANDING NO. 1 – Short Term Disability (STD)
which is made part of this agreement**

Between:

Messer Canada Inc.

-and-


**United Steelworkers
(on behalf of its Local 9042-106)**


Re: Short Term Disability (STD)

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

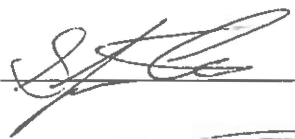
It is agreed that employees who serve a (3) day waiting period for STD may not be required to complete another waiting period for absences due to any reoccurrence of the same illness or disability, provided it is as per the terms of the company's benefits contract with the insurance company. The employer will issue STD forms as requested. Members going on STD must submit a doctor's note to the Plant Manager.


For the Company







For the Union









**LETTER OF UNDERSTANDING NO. 2 – New Shifts
which is made part of this agreement**

Between:

Messer Canada Inc.

-and-

**United Steelworkers
(on behalf of its Local 9042-106)**

Re: New Shifts

The Parties agree that operational and business needs may require the implementation of different shift scheduling including extended hours shifts. When the total number of plant employees equals or exceeds 35, the Company has the right to implement such new shift scheduling as is required to meet operational and business needs. At that time, the parties will meet and negotiate premiums, overtime protocol and shift posting provisions.

For the Company

Brook



For the Union






**LETTER OF UNDERSTANDING NO. 3 – Unplanned Events/ Overtime
which is made part of this agreement**

Between:

Messer Canada Inc.

-and-



**United Steelworkers
(on behalf of its Local 9042-106)**

Re: Unplanned events/overtime

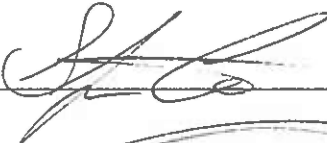



The parties agree that, to meet business needs arising out of unplanned events circumstances or emergencies employees can perform duties outside that employee's classification. Wherever possible, when moving from a higher to lower classification the most junior employee shall be asked first and when moving from a lower to a higher classification the most senior employee shall be asked first.

In addition, during any shift an employee who is then operating a forklift can continue to operate the forklift operations to perform loading, unloading and other forklift operations to meet unplanned events, circumstances and emergencies. When overtime situations arise out of unplanned events, circumstances or emergencies, the awarding of any such overtime is not seen as the shifting of overtime between classifications. In such instances, overtime shall still be awarded in accordance with the collective agreement.

For the Company

For the Union

**LETTER OF UNDERSTANDING NO. 4 – Shunt Trucks
which is made part of this agreement**

Between:

Messer Canada Inc.

-and-


**United Steelworkers
(on behalf of its Local 9042-106)**


Re: Shunt Trucks

The parties agree to post for **one (1)** position of shunt truck driver per shift, allowing the Loaders that are competent, capable and trained to perform this task to apply first, followed by any employee on the shift who has similar qualifications. The successful candidates will be paid the premium provided for under Article 20.01 during the term of this collective agreement if they are assigned shunt truck duties on their shift and if the driver performs those duties on his shift. Any additional employees asked to perform shunt truck duties will be paid the premium provided for in Article 20.01 only when they are assigned shunt truck duties during a shift.

For the Company

For the Union













An employee must submit supporting medical notes / reports for absences of three (3) consecutive days or more to receive either sick pay or STD benefits. The STD process will not commence unless the employee submits medical notes/reports.

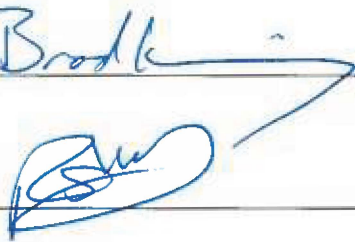
For the sake of clarity, there is a three (3) day waiting period before STD can commence. Payment of STD benefit is dependent on adjudication and approval of employee's claim by the insurance company.

The Company reserves its right to require employees to submit medical notes / reports as required by the Company when the Company is addressing an attendance / performance issue with an employee.

The company agrees that the Vision Care allowance (\$400.00 every 24 months) can be used by the employees to purchase eyeglasses and to pay for eye examinations. The company will continue its practice of paying for the cost of prescription safety glasses and for any eye examination related thereto.

If the company moves to providing its employees with a drug card, then the members of this bargaining unit shall also be provided with a drug card.

For the Company

Brook


For the Union






**LETTER OF UNDERSTANDING NO. 6 – Pregnancy or Parental Leave
which is made part of this agreement**

Between:

Messer Canada Inc.


-and-


**United Steelworkers
(on behalf of its Local 9042-106)**

Re: Pregnancy or Parental Leave

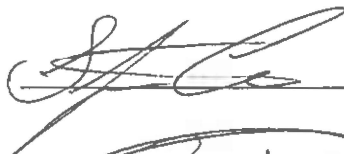
Job vacancies posted to replace employees on **Pregnancy or Parental leave** shall be fixed term contracts. **Members will be given the first opportunity to apply for the position, and gain new skills and experience, provided they have the current qualification required for the position. If the position remains open and needs to be filled with an external candidate, he/she will not accumulate seniority with the union or benefits through the company. If the candidate is hired permanent into this vacancy, he/she shall accumulate seniority from the original contract date.**

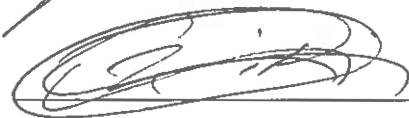
For the Company

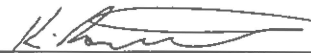





For the Union









**LETTER OF UNDERSTANDING NO. 7 – Retirement Program Changes
which is made part of this agreement**

Between:

Messer Canada Limited

-and-

**United Steelworkers
(on behalf of its Local 9042-106)**

Re: Retirement Program Changes

Effective July 1, 2019 all employees currently participating in the Messer Canada Inc. Defined Benefit Pension Plan will cease to accrue Credited Service in the Plan, and start to participate in the Messer Canada Inc. Defined Contribution Pension Plan. Employees will continue to accrue pay increases under the Defined Benefit Pension Plan until they retire.

For clarification the Defined Benefit Pension Plan is a Final Average Earnings plan providing the following benefits:

- Final Average Earnings: Average of the best 36 months of Pensionable Earnings during the last 60 months preceding retirement, death or termination.
- Eligibility for plan membership was closed to employees hired after January 1, 2005.
- Basic Annual Pension:
 - o 0.8% of Final Average Earnings up to the Final average YMPE, plus 1.3% of Final Average earnings in excess of the Final Average YMPE for each year of credited service prior to January 1, 1985. PLUS
 - o 1% of Final Average Earnings up to the Final Average YMPE, plus 1.5% of Final Average Earnings in excess of the Final Average YMPE for each year of Credited Service subsequent to December 31, 1984.
- If Company Service is at least 40 years, accrued normal retirement pension is unreduced.

The above summary is subject to the official plan document provisions.

Contributions to the Messer Canada Inc. Defined Contribution Pension Plan will be made as follows for all current Defined Contribution Pension Plan members and all Defined Benefit Plan members effective July 1, 2019.

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

Completed Years of Service	Contribution
----------------------------	--------------


Less than 1	Not Eligible
1 – 4	2%
5 – 9	4%
10 or more	6%


2. For Employees transitioning from in the Defined Benefit Pension Plan there will be an additional Transition Contribution payable as a percentage of Pensionable Earnings effective July 1, 2019 for the next ten (10) years based on a combination factor of age and service.

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

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


For the Company







For the Union









**LETTER OF UNDERSTANDING NO. 8 – Enhanced Transition Protection
which is made part of this agreement**

Between:

Messer Canada Inc.

-and-

**United Steelworkers
(on behalf of its Local 9042-106)**

Re: Enhanced Transition Protection

1. If the Company ceases or relocates all or part of its operations during the term of this agreement, impacted employees shall be paid two (2) weeks' pay for each year of service to a maximum of 70 weeks' pay, inclusive of all statutory payments, and contingent upon working through a release date to be determined by the company in its sole discretion.

If an employee finds employment after the announcement but prior to the release date and gives the Company two weeks' notice in writing, said employee shall be entitled to the severance as outlined above.

This provision is also all inclusive of any other severance related provisions of the collective agreement.

2. The company further agrees to provide a lump sum payment of \$1,500 (gross) to those impacted employees with a combined age and service factor of 100 points or more.

For the Company

For the Union

