

COLLECTIVE AGREEMENT

BETWEEN

**640733 BRITISH COLUMBIA LTD.
(PRAXAIR DRY ICE & GASES)**

AND

TEAMSTERS LOCAL NO. 213

February 4th, 2003 – February 3rd, 2006

**DON MCGILL
Secretary-Treasurer**

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640733 British Columbia Ltd. (Praxair Dry Ice & Gases)

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THIS AGREEMENT entered into this _____ day of _____, 2003.

BETWEEN: 640733 BRITISH COLUMBIA LTD.
(Praxair Dry Ice & Gases)
2080 Clark Drive
Vancouver, British Columbia

(hereinafter referred to as “the Company”)

AND: Teamsters Local Union No. 213
affiliated with the International
Brotherhood of Teamsters,
of the city of Vancouver,
Province of British Columbia

(hereinafter referred to as “the Union”)

ARTICLE 1 – BARGAINING AGENCY AND DEFINITION

- 1.01 The Company recognizes the Union as the sole collective bargaining agency of all employees, at and from 2080 Clark Drive, Vancouver, B.C., except office and sales staff.
- 1.02 The term “employee” as used in this Agreement shall apply to any person performing work in any job which does not fall into the above exclusions.
- 1.03 All work within the bargaining unit shall be performed only by those persons coming within the bargaining unit who are members of the Union as prescribed herein, or who are eligible to become members under Article 3, herein.

The Company agrees that it will not subcontract out any work except in emergency situations or situations where employees are not available.

ARTICLE 2 – TERM OF AGREEMENT

- 2.01 This Agreement shall be for the period from and including February 4th, 2003 to and including February 3rd, 2006. Either party to this Agreement may within four (4) months immediately preceding February 3rd, 2006 give to the other party written notice to commence Collective Bargaining.
- 2.02 After expiry of the term of this Collective Agreement, and subject to the limitations necessarily resulting from the exercise of the rights of the parties under Part 5 of the *Labour Relations Code*, including the right to strike or

lockout, the terms and conditions of employment as set out in this Agreement will be observed and not varied, except by the parties mutual consent during the period that the Union remains the bargaining agent for employees identified in this Agreement.

- 2.03 It is mutually agreed that the operation of subsection 2 of Section 50 of the *Labour Relations Code* is specifically excluded from operation in this Agreement.

ARTICLE 3 – UNION SECURITY

- 3.01 The Company agrees that all employees shall become a member of the Union after thirty (30) calendar days as a condition of employment. The Union recognizes the right of the Company to hire whoever the Company chooses, subject to the seniority provisions contained herein. The Company shall, however, give the Union the equal opportunity to refer suitable applicants for new employment.

ARTICLE 4 – DEDUCTIONS OF DUES AND INITIATION FEES

- 4.01 All employees shall be required by the Company to sign a form authorizing the Company to deduct from each pay the equivalent of the amount authorized as Union dues, initiation fees, fines, or assessments by the Constitution of the Union. Such authorization shall be irrevocable during the term of this Agreement
- 4.02 The Union shall on the first (1st) day of each month for that month, send in duplicate to the Company a check-off statement setting out the names of employees and the amount of dues, initiation fees and fines or assessments they owe to this Union.
- 4.03 The Company shall then, during that month, deduct such amounts from the employees listed thereon and also from any new employee subject to Article 3.01 herein, who started employment that month, whether on a casual, part time or full time basis, an amount equivalent to the Union's dues and add that employee's name and the dues deducted for the same to the statement sent to the Company by the Union. The Company shall delete any names from such list of employees who have terminated since the previous list and shall add the names of any new employees.
- 4.04 The Company agrees to remit such deductions by cheque by the tenth (10th) of the month following the month in which the deductions are made to the Secretary-Treasurer of the Union, together with a written statement of the

names of the employees for who the deduction were made and the amount of each deduction.

ARTICLE 5 – UNION ACTIVITIES OF EMPLOYEES AND LEAVE OF ABSENCE

- 5.01 The Company shall allow time off work without pay to any employee or serving as a Union delegate to any conference or function, provided all request for time off are reasonable and do not interfere with the proper operation of the business, and there shall be no more than one (1) employee in the bargaining unit absent at any one (1) time.
- 5.02 Whenever an employee is unable to perform work as a result of an injury incurred either on or off the job or suffers an illness preventing him /her from reporting to work the Company will automatically grant leave of absence up to twelve (12) months on production of an appropriate doctor's certificate or for such further period of time if mutually agreed upon. Such an employee shall receive no pay during such leave of absence. The provisions of this clause shall not apply to any employee who is unable to perform work as the result of injuries sustained while committing a criminal offence for which the employee has been found guilty by the Courts.
- 5.03 If an employee desires a leave of absence for reasons other than those referred to above, the employee must obtain permission, in writing, for the same from the Company, with a copy to the Union. No leave of absence will be granted to accept employment or remuneration elsewhere. During such leave an employee will maintain and accumulate seniority for up to six (6) months. If more than six (6) months the employee will maintain but not accumulate seniority.
During authorized leave of absence, except as stated above, employees will maintain and accumulate seniority.
- 5.04 When an employee suffers an injury or illness that requires his absence, they shall report the fact to the Company as soon as possible, prior to their actual starting time, so adequate replacement may be made if necessary.
- 5.05 All time lost by an employee due to necessary attendance on Jury Duty or any Court proceedings arising out of his employment, or in completing driver's tests or doctor's examinations in connection therewith or subpoenaed as a witness to any trial or hearing, shall be paid for at the rate of pay applicable to said employee. Any employee on Jury Duty shall, subject to this provision, make himself available for work before or after being required for such duty whenever practicable. All Jury Duty pay received by the employee from the Courts shall be reimbursed to the Company.

- 5.06 Bereavement leave with pay shall be granted to a maximum of three (3) days for members of the employee's immediate family. Members of the "immediate family" are defined as father, mother, step-father, step-mother, father-in-law, mother-in-law, wife, husband, son, daughter, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law and grandparents. The Company shall grant Family Responsibility leave of up to five (5) days without pay as per Employment Standards.
- 5.07 The Company shall provide Pregnancy and Parental Leave as set out in the Praxair "Maternity Leave Policy" and "Parental Leave Policy" which shall meet or exceed the *Employment Standards Act of B.C.*
- 5.08 Employee to return to his/her former position following family leave.
- 5.09 When an employee hereunder is either elected or appointed to a full time job with the Union, he/she shall be granted a leave of absence for a period of up to one (1) year.

ARTICLE 6 – SHOP STEWARD

- 6.01 The Union shall appoint a Shop Steward. The Company will be notified of the name of the appointee.
- 6.02 The Shop Steward shall have no authority to alter, amend, violate, or otherwise change any part of this Agreement. The Shop Steward shall report to the Union Officers and Management any alleged violations of this Agreement.
- 6.03 The Supervisor or Manager shall recognize the Shop Steward as the representative of the Union locally.
- 6.04 The Shop Steward and/or an employee taking up grievances will be paid at their regular hourly rate for the time spent discussing a grievance with the appropriate Company representative, as provided by this Agreement, during his regular working hours, on Company premises.
- 6.05 The Company agrees that during negotiations, the Union may have a Shop Steward in attendance who will be paid up to a maximum of 40 hours of straight time hours on a basis of eight hours in any one day.

ARTICLE 7 – WORK CLOTHES

7.01 When and where required the Company shall provide, free of charge, a hard hat and gloves and aprons of a suitable type for employees to perform their job.

7.02 The Company agrees that if any employee is required to wear any kind of uniform as a condition of his continued employment, uniforms will purchased by the Company and furnished and maintained free of charge to the specified employees. Clothing issued to Drivers, Driver /Production and Installer / Technicians will be as follows:

ITEM	NEW ISSUE	ANNUAL REPLACEMENT
Shirts	4	2
Pants	3	1
All Season Jacket	1	Every other year

Garments destroyed through normal wear and tear, or due to unavoidable circumstances will be replaced by the Company at its discretion. Garments destroyed through negligence or carelessness shall be replaced at the employee's expense.

7.03 Upon presentation of a receipt for safety shoes, which are approved by the Company, the Company will pay one hundred percent (100%) of the cost of metatarsal type safety shoes or \$130.00 for each pair of non-metatarsal type safety shoes which in the opinion of management should be purchased to permit the continued safe performance of work. Employees must receive prior approval of Management before purchasing safety shoes. The wearing of all Personal Protective Equipment (PPE) including safety shoes shall be mandatory.

New employees will be entitled to retroactively receive the Company subsidy as noted above after they have completed their probationary period if they continue to remain in the employ of the Company.

7.04 The care of equipment furnished by the Company to an individual employee shall be the responsibility of that employee. Damage or loss through the employee's carelessness may be subject to disciplinary action.

The Company will supply reasonable rain wear protection for employees as required.

The Company agrees to supply one (1) pair of prescription safety glasses with side shields once every two (2) years to employees with corrective lenses whose job requires the use of safety glasses.

ARTICLE 8 – UNION NOTICES

8.01 The Company will provide an appropriate Notice Board exclusively for the display of Union related information.

The following items must be posted on said Notice Board:

1. a copy of this Agreement;
2. a valid seniority list to be revised every six (6) months with a copy to be sent to the Union.

ARTICLE 9 – CONFLICTING AGREEMENTS

9.01 The Company agrees not to enter into any agreement or contract with the employees covered by this agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement or any Statute of the Province of British Columbia or Canada. Any such agreement shall be null and void.

ARTICLE 10 – PROTECTION OF RIGHTS

10.01 It shall not be a violation of this Agreement and it shall not be cause for discharge if any employee or employees refuse to go through the legal picket line of a Union.

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

10.03 The Union agrees to support the safety programs of the Company and the employees agree to attend and participate in the Company's monthly safety meetings.

10.04 The Company is required by law to ensure that any employee who handles, offers for transport or transports dangerous goods is certified. Therefore, certification, through training provided by the Company, shall be a condition of employment.

ARTICLE 11 – TRANSFER OF TITLE OR INTEREST

- 11.01 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.
- 11.02 The Company shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, or assignee of all or any part of the business of the Company covered by this Agreement and shall advise any such purchaser, transferee, lessee, or assignee of the provisions of Section 53 of the British Columbia Labour Code. Within seven (7) days of the closing of any sale, transfer, lease, or assignment of all or any portion of the business of the Company covered by this Agreement, the Company shall notify the Union of such sale, transfer, lease, or assignment and provide the Union with a copy of the notice hereunder referred to.
- 11.03 In cases where an employee uses his own vehicle for Company business at the request of the Company, the employee shall maintain a record of the distance involved and will be reimbursed at the rate of thirty-three (33¢) per kilometre.

ARTICLE 12 – GRIEVANCE PROCEDURE

- 12.01 Any complaint, disagreement or difference of opinion between the Company and the Union or the employees covered by this Agreement, which concerns the interpretation or application of the terms and provisions of this Agreement shall be considered a grievance.
- 12.02 All grievances shall be resolved in accordance with the terms of this Agreement without stoppage of work, cessation of work, refusal to work or refusal to continue to work, or slowdown.
- 12.03 If any employee, who may request the assistance of a Shop Steward has a grievance, it may be taken up in the following manner and sequence:

STEP 1

The employee, who may request the assistance of a Shop Steward or spokesperson, shall discuss it personally with his immediate Supervisor within fifteen (15) working days after the circumstances giving rise to the grievance have occurred. The immediate Supervisor's decision shall be given within seven (7) working days. Failing settlement, then,

STEP 2

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

- 12.04 If no solution is concluded by Step No. 2, the grievance may be submitted to Arbitration and if no written request for Arbitration is received within ten (10) days after the decision under Step No. 2 is given, it shall be deemed to have been settled.
- 12.05 The Arbitration Board shall be made up of three (3) persons; one (1) appointed by the Company and one (1) appointed by the Union. The third member and Chairman to be selected by the appointees of the parties. Should the first two (2) members fail to select a Chairman and third member, application may be made by either party to the Labour Relations Board to appoint a person to be Chairman and third member. The second party appointing a member for the Arbitration Board shall make its appointment within five (5) days of service of such notice upon it. The decision of a majority of the Arbitration Board shall be the decision of the Board and the parties shall be bound thereby.
- 12.06 The proceedings of the Arbitration Board will be expedited by the parties hereto.
- 12.07 No person involved directly in the controversy under consideration shall be a member of the Arbitration Board.
- 12.08 The Arbitration Board shall not be vested with the power to change, modify or alter any of the terms of this Agreement with the exception of establishing rates of pay for new classifications where the pay question has been referred to an Arbitration Board. All grievances submitted shall present an arbitrable issue under this Agreement and shall not depend on or involve an issue or contention by either party which is contrary to any provision of this Agreement, or which involves the determination of a subject matter not covered by or arising during the term of this Agreement.

- 12.09 The expenses of the Chairman shall be borne equally by the parties to the Arbitration.
- 12.10 Notwithstanding the foregoing provision respecting the establishment and jurisdiction of an Arbitration Board, if the parties agree, a sole Arbitrator shall be chosen to act in the same capacity and having the same powers as an Arbitration board.
- 12.11 It is agreed that a grievance arising directly between the Company and the Union may be submitted in writing within five (5) working days, or at a date mutually agreed on between the Company and the Union, after the circumstances giving rise to the grievance have occurred, which shall be originated under Step No. 2, and the time limits set out with respect to that step shall appropriately apply.
- 12.12 In any grievance involving the dismissal or suspension of any employee who has completed his probationary period, such grievance may be settled under the Grievance and Arbitration procedures set out herein, by:
- (i) confirming the company's actions in dismissing or suspending the employee, or
 - (ii) reinstating the employee with full compensation for the time lost, reduced by any outside earnings, or
 - (iii) by any other lesser penalty or compensation which is reasonable in the opinion of the parties or the Arbitration Board, if appointed.
- 12.13 Any discharged or suspended employee shall, within seventy-two (72) hours of his/her discharge or suspension, receive in writing from the Company, the reasons for his/her discharge or suspension, and in the event of any dispute or difference as to whether or not there was proper cause for the discharge or suspension of an employee, only the reasons so set forth in writing shall constitute cause.
- 12.14
- (i) Upon the request of an employee who has received a suspension or discharge, the Company will allow him to consult with the Union Official for a reasonable length of time immediately following the discipline meeting in a place designated by the Company. In case of written reprimand, consultation will be at a time mutually convenient to the Company and the Union.
 - (ii) An employee shall be entitled to view his Personnel file as prearranged with the Company.

- (iii) A disciplinary notice in an employee's file will be disregarded after twenty-four (24) months, providing the employee does not in the meantime receive another disciplinary notice of the same nature during that twenty-four (24) month period. If any disciplinary notice is put in and employee's file, a copy of same will be given to the employee, with a copy to the Union within thirty (30) days of the event giving rise to such notice.

ARTICLE 13 - TECHNOLOGICAL CHANGE, RETRAINING & SEVERANCE

- 13.01 If the Company proposes the introduction of equipment in the Company's operations requiring specialized training, the Company agrees to give first opportunity to employees then on the payroll through the Job Posting procedures of this Agreement to operate this equipment and/or train to operate the equipment, provided the applicant qualifies with the requirements of an independent aptitude test, if required by the Company; cost of such test to be borne by the Company. Any employee taking such a test is entitled to know the result of such test.
- 13.02 The Company agrees to notify the Union no less than three (3) months in advance of the introduction of any new equipment that may result in a layoff.
- 13.03 Full time employees with one (1) year or more of service, whose employment is terminated as a result of technological change, or of closure of the whole or any part of the operation, shall receive termination pay of one (1) week's pay for each year of service with the Company.
- 13.04 Severance pay will not be applicable in the event of layoff of an employee unless the layoff without recall exceeds a period of six (6) months. However, the employee may choose to retain recall rights in six (6) month periods, up to a total of twelve (12) months, thereby delaying the collection of severance pay. Severance pay for the year in which an employee terminates shall be pro-rated.
- 13.05 Whenever there is a significant change in job content or working conditions, the Company will meet with the Union to discuss the appropriateness of a rate revision. If agreement cannot be reached, the matter may be processed through the Grievance Procedure.

ARTICLE 14 – JOB POSTING AND TEMPORARY JOBS

- 14.01 With respect to jobs performed by employees within the unit, in the event that any employee leaves a job or a new job is created or new equipment is installed, the Company shall post a notice on the bulletin board notifying that a vacancy exists in a particular job, giving details of the job, rates of pay, etc. Employees desiring such job shall then apply in writing within three (3) working days from the date the vacancy notice appeared on the bulletin board. Employees on vacation or leave of absence for sickness and/or illness shall have the privilege of applying within three (3) days of their return to work, providing they return to work within three (3) weeks from the date of posting. The senior employee applying who has the ability to do the job shall receive such job. If there is a dispute as to whether any employee has the ability to perform the job in question, he/she shall be placed on such job to determine whether or not he/she has the ability. The employee shall send their application directly to the individual listed on the job posting.
- 14.02 The successful applicant and /or new employee shall be given reasonable instructions regarding the job for which he/she has applied, and will be allowed a reasonable training period. He/she shall be notified every two (2) weeks of his/her progress and may be returned to their former position by the Company within thirty (30) days due to unsatisfactory progress.
- 14.03 Vacancies which occur due to vacation, leave of absence or maternity leave shall be filled by seniority, and providing the employee is able to do the work. Employees will receive adequate training for not less than four (4) working days but not more than fifteen (15) working days. If the employee is unsuccessful the employee shall be returned to his former position.

ARTICLE 15 – PAY DAY AND PAY STATEMENTS

- 15.01 All employees covered by this Agreement shall be paid on a weekly basis with the pay and work week being defined as commencing at 12:01 a.m. Thursday and ending 12:00 midnight Wednesday. Pay day will be Thursday for the previous week, as defined above, except for weeks on which Monday is a Holiday in which case it may be Friday.
- 15.02 The Company shall provide every employee covered by this Agreement 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 overtime hours worked, either time and one-half (x1½) or double time (x2), the rate of wages applicable and all deductions made from the gross amount of wages.

ARTICLE 16 – ANNUAL VACATIONS

- 16.01 No later than January 15th of each year, the Company shall post a vacation list on the bulletin board and each employee in order of seniority, shall make their initial two (2) week vacation selection and such request must be completed by February 15th of each year. Once this is done, each employee in order of seniority shall select their remaining entitlement with all selections to be completed by March 15th. During the weeks of July and August, employees will not be entitled to more than one (1) week of their vacation entitlement unless there is no conflict, or by agreement amongst other employees which is acceptable to the Company.
- 16.02 A week of vacation means five (5) consecutive regular eight (8) hour days or four (4) consecutive ten (10) hour days.
- 16.03 **Vacation Schedule**
Employees shall be entitled to vacation with pay as set out below:
- (i) An employee must complete one (1) year of Company Service Credit to attain initial vacation eligibility. After attainment of such eligibility and during the remainder of that calendar year, the employee shall receive two (2) weeks of vacation.
 - (ii) During the calendar years in which an employee completes from two (2) to four (4) years of Company Service Credit, the employee shall receive two (2) weeks of vacation.
 - (iii) During the calendar years in which an employee completes from five (5) to nine (9) years of Company Service Credit, the employee shall receive three (3) weeks of vacation.
 - (iv) During the calendar years in which an employee completes from ten (10) to nineteen (19) years of Company Service Credit, the employee shall receive four (4) weeks of vacation.
 - (v) During the calendar years in which an employee completes from twenty (20) to twenty-nine (29) years of Company Service Credit, the employee shall receive five (5) weeks of vacation.
 - (vi) During the calendar years in which an employee completes thirty (30) or more years of Company Service Credit, the employee shall receive six (6) weeks of vacation.

- (vii) An employee with ten (10) or more years of Company Service Credit may carry forward to a succeeding year one (1) full week of the employee's current year vacation; maximum carry over of vacation – one (1) week.
- (viii) An employee with twenty (20) or more years of Company Service Credit may carry forward to a succeeding year one (1) or two (2) full weeks of the employee's current year vacation; maximum carry over of vacation – three (3) weeks.

16.04 Vacation pay - The amount to be paid to an employee for a week of vacation will be the employee's classified rate of pay in effect at the time the employee goes on vacation. This amount shall in no case be less than 2% of gross wages paid to the employee during the period January 1st to December 31st of the year just prior, for each week of vacation due. If an employee would receive more vacation pay based on the percentage calculation, the Company will pay the difference on their next pay following their anniversary date.

16.05 At an employee's request, the Company shall furnish the employee, prior to going on his vacation, with a cheque for each week of vacation which the employee is taking. If an employee does not request vacation pay prior to going on vacation, the employee shall be paid the appropriate vacation pay upon his return to work.

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

16.07 On termination of employment, an employee will receive vacation pay, determined as mentioned above, for vacations earned but not taken.

For the purpose of this paragraph as set out in 16:05 above, vacation entitlement will be based on years of service from original date of hiring.

1. Once an employee's vacation date has been established, the Company and employee agree not to change this date, except by mutual agreement.
2. Once an employee's vacation has commenced, they shall not be called back, except in case of an emergency. If an employee is on vacation, or is off work for any other reason, and is called back to work, it shall be by mutual consent. Also, if the employee suffers any travel expense created by the call back, then the Company will reimburse such expenses.

ARTICLE 17 – GENERAL HOLIDAYS

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

New Year's Day	Labour Day	Christmas Day
Good Friday	Victoria Day	Remembrance Day
Thanksgiving Day	B.C. Day	Canada Day
Boxing Day	½ day Christmas Eve	½ day New Years Eve

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

17.03 Employees who are required to work a shift which commences at any time during the General Holiday shall be paid the holiday pay plus double time (x2) for all hours worked during that day.

17.04 It is agreed that the General Holiday will take place on the date specified as the legal holiday by the Federal or Provincial Government.

17.05 In order to qualify for the General Holiday Pay, the employee must work his full scheduled shift on each of his working days immediately preceding the General Holiday and immediately following the General Holiday concerned. However, if absence is due to illness or an accident which commences or terminates within thirteen (13) weeks preceding or following the General Holiday, substantiated by a medical certificate, the employee will be paid for the General Holiday if the employee is not entitled to payment under Workers' Compensation, Weekly Indemnity program or Sick Leave Plan. General Holiday pay will also be paid if failure to return to work is beyond the control of the employee or if the employee is laid off within seven (7) days of the General Holiday.

17.06 Any employee who worked a minimum of eighty (80) hours in the four (4) week period prior to the week in which the General Holiday occurs shall receive the General Holiday at their highest rate of pay, providing the Holiday falls on what would normally be his work day.

17.07 In the event that a General Holiday falls within an employee's vacation period, the employee will be granted an extra day's holiday with pay.

- 17.08 If during the life of this Agreement, the Federal or Provincial Governments declare or proclaim any other day than those listed herein as a Holiday, then employees shall receive such day off with pay as set out herein in above.

ARTICLE 18 – SENIORITY

The Company recognizes the principle of seniority.

- 18.01 The Company shall immediately and every six (6) months thereafter supply the Union and Shop Steward with a Seniority List setting out the name, classification and date of employment of all employees. A copy of this list will also be posted on the bulletin board as per Article 8.
- 18.02 For the purpose of determining the greater seniority between two (2) or more employees hired on the same date, the employee with the lowest payroll number shall be considered to have greater seniority.
- 18.03 An employee will be considered on probation and will not be subject to the seniority provisions of this Agreement until after the employee has completed ninety (90) working days of employment. Upon completion of such probationary period, or the equivalent time if a part time or temporary employee, the employee's name will be placed on the seniority list, with seniority dating from the date they commenced employment in the bargaining unit.
- 18.04 In the event of a work shortage, for the purpose of layoffs, senior employees who are laid off shall bump the most junior employee in the bargaining unit.
- (i) To qualify to bump a more junior employee, an employee must be able to perform the work they are bumping into.
 - (ii) If there is a dispute as to whether or not an employee has the ability to perform a job, they will be given a reasonable period of time, not to exceed (20) working days on the job, to demonstrate that they have the ability. In the event that the employee is not successful, they can be required to go on layoff and the Company can recall the less senior employee who was bumped.
 - (iii) An employee can exercise the bumping provisions only once during any period layoff. Under normal operating conditions, the effective date of layoffs shall be the last day of the employee's work week.
- 18.05 Seniority shall be lost if an employee:

- (i) voluntarily leaves the employ of the Company
- (ii) is discharged for just cause, or
- (iii) after a layoff, fails to report for work for five (5) working days after being recalled by telephone and registered letter.
- (iv) has been on layoff due to lack of work for a period in excess of twelve (12) consecutive months.

ARTICLE 19 – DAYS AND HOURS OF WORK AND OVERTIME

- 19.01 The normal work week shall be Monday through Saturday inclusive and the normal working hours shall be eight (8) hours per day for five (5) days or ten (10) hours per day for four (4) days.
- 19.02 The normal working hours shall be:

Week Days

8 Hours – Day Shift

Start: 6:00 a.m. – 9:00 a.m.
Finish 2:30 p.m. – 5:30 p.m.
With one half (½) hour unpaid lunch period.

10 Hours – Day Shift

Start 6:00 a.m. – 9:00 a.m.
Finish 4:30 p.m. – 7:30 p.m.
With one half (½) hour unpaid lunch period.

- 19.03 When an employee reports for work on the employee’s regular shift and has not been notified by the Company not to so report, the employee shall work and receive pay for his/her regularly scheduled straight time hours or shall be paid for his/her regularly scheduled straight time hours.
- 19.04 If an employee fails to keep his Supervisor informed of the employee’s correct address and phone number, the Company shall be relieved of its responsibility with the guarantee outlined above as it applies to the employees concerned.
- 19.05 Any changes to the hours of work shall be negotiated with the Union before being added to the Agreement.
- 19.06 Shift Premium

Any employee who commences work between 5:30 p.m. and 5:00 a.m. shall receive seventy-five cents (75¢) per hour with no duplication or pyramiding of premium pay effective with the start of such shift and for all hours worked during such shift.

19.07 Overtime

On an eight (8) hour shift, any hours worked in excess of eight (8) and up to ten (10) in any one (1) day shall be paid for at the rate of time and one half (x1½). Any hours worked in excess of ten (10) hours in any one (1) day shall be paid at the rate of double time (x2). On a ten (10) hour shift, all hours worked in excess of ten (10) hours shall be paid at the rate of double time (x2).

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

19.09 Overtime shall be distributed as equally as possible amongst those employees concerned who normally perform such work.

19.10 Any employee required to work on his/her first scheduled day off shall be paid at the rate of time and one half (x1½) for the first four (4) hours and double time (x2) thereafter.

19.11 Any employee required to work on his/her second and/or third scheduled day off shall be paid at the rate of double time (x2) for all hours worked on that day.

19.12 Employees called out on a scheduled day off shall receive a minimum of four (4) hours pay at the applicable overtime rates of pay, and senior employees in the applicable categories shall be given first choice of such overtime work.

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

ARTICLE 20 – COMPENSATION COVERAGE

20.01 When an employee is injured at work and goes on Compensation, he or she shall, when the Compensation Board 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 fifteen (15) working days to see if he or she is able to do the job he or she held at the time of injury.

- 20.02 If, after that time, it is proven to the Company 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 within the unit which said employee can do. If this is impractical, and all reasonable options have been exhausted, then the employee shall be entitled to two (2) week's notice plus one (1) week of severance for every year of service. This section is subject to the Grievance Procedure.

ARTICLE 21 – TRUCK MAINTENANCE AND SAFETY

- 21.01 It is to the mutual advantage of both the Company and the employees that employees should not operate vehicles that are not in safe operating condition.
- 21.02 The Company therefore agrees to maintain vehicles in safe operating condition and equipped with the safety appliances required by Law. No employee shall be required to take out on the streets or highways any vehicle that is in unsafe operating condition or not equipped with the safety appliances prescribed by Law.
- 21.03 It is the responsibility of the employee to report any safety or mechanical defects in equipment, and it shall be the responsibility of the Company to have the necessary repairs made to conform with the safe operation of the equipment.
- 21.04 It is mutually agreed that a form shall be supplied 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, the employee 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 tags or other marking devices. This tag to be left on the vehicle in order to show the work has been completed and shall be removed by the outgoing Driver.

Company vehicles to have regular scheduled maintenance checks.

- 21.05 Wherever reasonably possible, vehicles shall have installed steps or devices to allow reasonable access to the body.
- 21.06 The Company shall not require drivers to drive vehicles loaded beyond the legal load limits.

ARTICLE 22 – KEEP PROPER RECORDS

22.01 Each employee shall, subject to the control of the Company, keep proper records and make due and correct entries therein, of all transactions and dealings of and in reference to the business of the Company, insofar as the same comes under 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 23 – INSPECTION PRIVILEGES

23.01 Authorized Agents of the Union shall have access to the Company's establishments during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to. However, it is understood that prior to their arrival at the Company's premises, such Agents will immediately contact the Manager or his Delegate.

ARTICLE 24 – UNION LABEL

24.01 It shall not be a violation of this Agreement for an employee to post the Teamster's label in a conspicuous place on the vehicle or equipment he is operating, providing that it is not permanently affixed, and that he receives Management's permission as to size and location of said Union label.

ARTICLE 25 – SAVINGS CLAUSE

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

25.02 In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected shall enter into immediate collective bargaining negotiations for a satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the procedure as outlined in Article 12 herein.

ARTICLE 26 – BONDING

26.01 If, at any time, the Company requires any employee hereunder to be bonded, it is agreed that the Company shall then request the employee to fill in an application to a recognized bonding firm selected by the Company. If such bonding company selected by the Company refuses to bond the employee, such employee may select any bonding company licensed to do business in the Province of British Columbia. It is further agreed that the costs of such bonding shall be paid by the Company. If an employee cannot be bonded, the Company may discharge the employee forthwith.

ARTICLE 27 – CLASSIFICATIONS AND WAGE RATES.

27.01	Classifications	Rates per Hour		
		Ratification	Jan1/04	Jan1/05
	Installer / Technician	\$17.00	\$17.51	\$18.04
	Driver*	17.00	17.51	18.04
	Driver/Production	16.50	17.00	17.50
	Dry Ice Cutter	11.50	11.85	12.20

*Terry Dubasov – 18.39 Red Circled

Progressive Wage Rates for New Employees

Start Rate	85% of maximum
After 6 months	90% of maximum
After 9 months	100% of maximum

Progressive wage rates shall not apply to Dry Ice Cutter Classification.

27.02 No employee shall suffer a wage reduction transferring from one classification to another.

27.03 When an employee works in a higher hourly wage classification for eight (8) or more hours, the employee shall be paid the higher rate for all hours worked on that shift. A Dry Ice cutter who temporarily works for four (4) or more hours in a higher wage classification during the day will be paid at the rate of pay for the higher classification for all hours on that shift.

ARTICLE 28 – MEDICAL EXAMINATIONS

28.01 Any medical examination requested by the Company shall be promptly complied with by all employees, provided however, that the Company shall pay for all such examinations. The Company reserves the right to select its

own medical examiner or physician and the Union may, if in its opinion it thinks an injustice has been done an employee, have said employee re-examined at the Union's expense.

When a medical examination is required by the Company, the following conditions shall apply:

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

28.02 If, following a Company requested medical examination, any employee is deemed to be physically incapable of carrying out his regularly assigned duties, the following procedure shall be followed:

- (i) The Company shall notify the Union of the medical findings in respect to the employee. Should the Union or the employee disagree with said findings, the employee at his own expense shall have the right to be examined by his personal physician.
- (ii) Where there is no agreement between the Company appointed physician and the employee's physician on the condition of the employee, the two (2) physicians shall select a medical consultant to examine the employee with respect to the dispute.
- (iii) The finds of the consultant shall be final and binding upon all parties.
- (iv) The remuneration of the consultant shall be borne equally by the Company and the Union.
- (v) Should the consultant deem the employee to be capable of carrying on his assigned duties, then the employee shall not suffer any loss of earnings caused by his having been removed from or temporarily suspended from his regularly assigned duties.

28.03 In addition to the above procedure on Company required medical examinations, the Company agrees that where any employee who drives a motor vehicle in the course of his employment coming under Section 1 to 5 of the Motor Vehicle classification licenses, is required by an agency, insurance or whatsoever to take a medical examination to verify his right to drive such

motor vehicle coming under the aforesaid Sections 1 to 5 or to obtain an Air Ticket, the Company hereunder shall, where same is not paid for by any part of the Welfare Plan under which the employee is covered, pay for such medical examinations.

ARTICLE 29 – MANAGEMENT RIGHTS

- 29.01 The Union recognizes the management of the plant and direction of the working forces are fixed exclusively in the Company, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Company to:
- (i) maintain order and efficiency;
 - (ii) Hire, retire, discharge, direct, classify, transfer, layoff, recall and suspend or otherwise discipline employees, provided that if an employee has been discharged or disciplined without just cause, a grievance may be filed and dealt with in accordance with the Grievance Procedure;
 - (iii) Make and enforce and alter from time to time rules and regulations to be observed by the employees;
 - (iv) Determine the nature and kind of business conducted by the Company, the kinds and locations of equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the schedule of work, number of personnel to be employed, the extension, limitation, curtailment or cessation of operations, and to determine all other functions and prerogatives hereinbefore vested in and exercised by the Company which shall remain solely with the Company except as specifically limited by the express provisions of this Agreement.
- 29.02 The Company agrees that any exercising of these rights and powers in conflict with any provisions of this Agreement shall be subject to the provisions of the Grievance Procedure.

ARTICLE 30 - OUTSIDE EMPLOYMENT

- 30.01 The Union and the Company agree that any full time employee employed by 640733 British Columbia Ltd, and covered by this Agreement shall devote his services exclusively to 640733 British Columbia Ltd., and shall not engage in any other employment activity which results, or may result in remuneration to that employee, without receiving the prior written consent of the Company.

Upon full disclosure concerning the proposed employment by the employee, where the Company grants consent, the Company may revoke same upon thirty (30) days notice to the employee requesting that such employee cease employment activity outside 640733 British Columbia Ltd.

Upon receiving such notice, the employee shall elect to continue outside employment and resign from 640733 British Columbia Ltd., or cease such outside employment.

ARTICLE 31 – EATING AND REST PERIOD

31.01 No employee shall be worked longer than five (5) hours without at least one half (½) hour off for the purpose of eating a meal. Any employee who works a minimum of two (2) hours overtime immediately following the normal work day shall receive a meal allowance of ten dollars (\$10.00). This allowance shall be paid on the regular pay days. Employees shall not be paid for time off for purposes of eating a meal. All employees shall receive two (2) coffee breaks of fifteen (15) minutes duration each day.

ARTICLE 32 – EXPENSES

32.01 Employees required to stay away from home overnight shall be reimbursed within seven (7) days for all expenses incurred (i.e. fares, meals, lodging, or other reasonable expenses).

ARTICLE 33 – WELFARE PLAN

33.01 As attached in Appendix “A” herein.

ARTICLE 34 – JOINT CONSULTATION COMMITTEE

34.01 There shall be a joint consultation committee made up of Management and the Union employees as per Article 53 Section 3 of the *Labour Relations Code of British Columbia*. On the request of either party, the parties shall meet at least once every two (2) months until this Agreement is terminated for the purposes of discussing issues relating to the workplace that affect the parties bound by this Agreement.

ARTICLE 35 – MINIMUM STANDARDS

35.01 It is intended that the provisions in the *Employment Standards Act and Regulations (Act)*, presently in effect for unionized employees and from time to time amended, are minimum standards.

35.02 In the event a dispute arises respecting the application or interpretation of any provision of the *Act* which is deemed to be part of the terms of this

Collective Agreement, the grievance procedure contained in this Collective Agreement, including Arbitration if necessary, shall apply for resolution of the dispute.

ARTICLE 36 – ARTICLE HEADINGS

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

ARTICLE 37 – APPENDICES

37.01 The attached Appendix shall form and be an integral part of this Agreement.

IN WITNESS WHEREOF the Company has hereunto affixed its signature(s) in the presence of its Officers duly authorized therefor, and the Union has hereunto affixed its signature(s) and seal by its Officers duly authorized therefor.

DATED AT VANCOUVER, THIS DAY OF , 2003.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

APPENDIX “A”

BENEFIT PLAN

In order for employees to qualify for the benefit plan employees must be employed as full time regular employees or scheduled to work twenty (20) or more of regular hours per week. Employees can access the benefit coverage on the first day of the second month following hire except for LTD coverage which would commence six (6) months from the date of hire.

COVERAGE:	COST SHARING:
B.C. Medical	100% Company
Weekly Indemnity	100% Company

Weekly Indemnity, 75% of employee’s earnings, up to a maximum of seventeen (17) weeks, on the first day of an accident or the fourth day of an illness (subject to a medical certificate). In case of illness claims, the company will pay a maximum of four (4) sick days per year.

The Company shall pay the full premium cost to provide the above coverage for all employees.

All other benefits shall be as per the proposed flex plan.

The level of “Flex Dollar” allocation will not be reduced during the life of this Collective Agreement and shall be sufficient to provide a minimum coverage under the Praxair Flex Benefit Plan as follows:

Extended Health	-	Moderate
Dental	-	Moderate
Long Term Disability	-	Employee paid
Accidental Death and dismemberment	-	2x Flex salary
Employee Life Insurance	-	2x Flex salary

BETWEEN: **640733 BRITISH COLUMBIA LTD.**
 (Praxair Dry Ice & Gases)
 2080 Clark Drive
 Vancouver, British Columbia

(hereinafter referred to as "the Company")

AND: **Teamsters Local Union No. 213**
 affiliated with the International
 Brotherhood of Teamsters,
 of the City of Vancouver,
 Province of British Columbia

(hereinafter referred to as "the Union")

The Union will recognize past historical practices whereby management has performed bargaining unit work in emergency situations when other employees are not available on short notice.

The exemption is for the efficient operation of the plant and is in no way intended to eliminate any full or part time employment.

DATED at VANCOUVER, British Columbia, this day of , 2003.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

LETTER OF UNDERSTANDING No. 2

BETWEEN: **640733 BRITISH COLUMBIA LTD.**
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AND: **Teamsters Local Union No. 213**
 affiliated with the International
 Brotherhood of Teamsters,
 of the city of Vancouver,
 Province of British Columbia

(hereinafter referred to as "the Union")

The Company will recognize past historical practices whereby bargaining unit members have provided relief for Counter Sales staff when necessary, and agree to continue this practice at their discretion. The Union acknowledges that this in no way lays claim to Counter Sales as bargaining unit work.

Employees performing such duties shall be paid at a minimum of Driver/Production rate of pay.

DATED AT VANCOUVER, THIS DAY OF , 2003.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

LETTER OF UNDERSTANDING No. 3

BETWEEN: **640733 BRITISH COLUMBIA LTD.**
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AND: **Teamsters Local Union No. 213**
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 Province of British Columbia

(hereinafter referred to as “the Union”)

Re: Drivers License Suspension

It is agreed by and between the parties to the following:

Any person employed in a job classification requiring a driver’s license who has such license suspended will be reclassified to other work if available, and provided the employee is willing and capable of performing such work, and further provided it will not result in the displacement of any employee in another job classification. If no reclassification is made, the employee will be granted a leave of absence without pay or benefits for a period not to exceed nine (9) months.

The above reclassification or leave of absence will not be granted if an employee is discharged and the reason(s) for such discharge is related to the reason(s) the driver’s license was suspended.

DATED AT VANCOUVER, THIS DAY OF , 2003.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

LETTER OF UNDERSTANDING No. 4

BETWEEN: **640733 BRITISH COLUMBIA LTD.**
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AND: **Teamsters Local Union No. 213**
affiliated with the International
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of the city of Vancouver,
Province of British Columbia

(hereinafter referred to as “the Union”)

Re: On Call Allowance

When it is necessary to have employees “on Call” during their off duty hours, the Company will pay a daily On Call Allowance of ten (\$10.00) dollars whether the employee is called out or not. The On Call Allowance is in addition to the overtime rates in Article 19.

On Call will be the responsibility of the Technician/Installer. When the Technician/Installer is not available, with prior approval of Management, On Call will be distributed equally amongst the employees who have demonstrated their ability to perform such work.

DATED AT VANCOUVER, THIS DAY OF , 2003.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

LETTER OF UNDERSTANDING No. 5

BETWEEN: 640733 BRITISH COLUMBIA LTD.
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AND: Teamsters Local Union No. 213
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Province of British Columbia

(hereinafter referred to as "the Union")

Re: Driver Overtime

For the mutual benefit of employees and the Company, drivers assigned out of town duties for three (3) or more days in a week will be paid at the rate of time and one-half (x1½) for hours paid in excess of forty (40) per week and double time (x2) for hours paid in excess of forty-five (45) per week.

DATED AT VANCOUVER, THIS DAY OF , 2003.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

LETTER OF UNDERSTANDING No. 6

BETWEEN: 640733 BRITISH COLUMBIA LTD.

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AND: Teamsters Local Union No. 213
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Re: Loss of Benefits

No employee who, prior to the date of this Agreement, was receiving more than the rate of wages set out herein or working less hours than stipulated in this Agreement shall suffer a reduction in wages or increase in hours worked per week because of the adoption of this agreement.

DATED AT VANCOUVER, THIS DAY OF , 2003.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

LETTER OF UNDERSTANDING No. 7

BETWEEN: 640733 BRITISH COLUMBIA LTD.
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AND: Teamsters Local Union No. 213
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(hereinafter referred to as "the Union")

Re: Terry Dubasov

Terry Dubasov's vacation entitlement shall continue to be based on the following schedule that is in effect for employees employed by Praxair Canada Inc. prior to September 1, 1998

1 year of service	10 days	16 years of service	24 days
2 years of service	12 days	17 years of service	25 days
3 years of service	15 days	18 years of service	25 days
4 years of service	16 days	19 years of service	26 days
5 years of service	17 days	20 years of service	26 days
6 years of service	18 days	21 years of service	26 days
7 years of service	19 days	22 years of service	27 days
8 years of service	20 days	23 years of service	27 days
9 years of service	21 days	24 years of service	27 days
10 years of service	21 days	25 years of service	28 days
11 years of service	22 days	26 years of service	28 days
12 years of service	22 days	27 years of service	28 days
13 years of service	23 days	28 years of service	29 days
14 years of service	23 days	29 years of service	29 days
15 years of service	24 days	30 years of service	30 days

All other provisions of Article 16 Annual Vacations will apply to Terry Dubasov

DATED AT VANCOUVER, THIS DAY OF , 2003.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

