

**DENTAL LABORATORY AGREEMENT**

**BETWEEN**

**FINE ARTS DENTAL LABORATORIES LTD.**

**AND**

**TEAMSTERS LOCAL UNION No. 213**

**February 1, 2004 - January 31, 2007**

**DON MCGILL  
Secretary-Treasurer**

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arrangements may be continued provided that company drivers are dispatched first for all available driving whenever possible.

## **2. TERM OF AGREEMENT**

This Agreement shall be in full force and effect from and including February 1<sup>st</sup>, 2004, to and including January 31<sup>st</sup>, 2007, and shall continue in full force and effect from year to year thereafter, subject to the right of either party to this Agreement within four (4) months immediately preceding the date of January 31<sup>st</sup>, 2007, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the collective agreement or a new collective agreement.

Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike and such strike has been implemented, or the Employer shall give notice of lockout and such lockout has been implemented, or the parties shall conclude a renewal or revision of the Agreement or a new collective agreement.

The operation of Section 50 (2) of the British Columbia Labour Relations Code is hereby excluded.

## **3. UNION SECURITY**

- (a) The Union recognizes the right of the Employer to hire whomever it chooses, subject to the Seniority provisions regarding hiring contained herein. The Employer shall, however, give the Union opportunity to refer suitable applicants for employment, and such applicants shall be given consideration for employment.
- (b) The Employer further agrees that it shall not employ, in any job coming under this Agreement, any person who is otherwise fully employed by another employer.
- (c) The Employer agrees that when he does hire new employees who are not referred by the Union, the Employer shall have such new employees fill in the required Union Membership and Death Benefit cards, which will be supplied to the Employer by the Union, and mail same in to the Union Office within five (5) working days.

All employees shall be required to be a member of the Union as a condition of employment with the Employer.

**4. DEDUCTION OF DUES, ETC.**

- (a) The Union, at the start of each month, shall send to the Employer a checkoff sheet in duplicate for that calendar month. The Employer shall delete the names of employees who have terminated since the previous list and shall also add the names of any new employees.
- (b) The Employer shall deduct and pay over to the Secretary-Treasurer of the Union, monthly dues, initiation fees, fines or assessments levied in accordance with the Union By-Laws owing by the employees to the Union. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union not later than the tenth (10<sup>th</sup>) day of the following month and shall be accompanied by a written statement of the names of the employees for whom the deductions were made and the amount of each deduction.
- (3) The Employer shall record on each employee's T-4 slip, the union dues deducted and submitted on behalf of the employee.

**5. UNION ACTIVITIES OF EMPLOYEES**

- (a) No employee shall be discharged or discriminated against for upholding the Union principles; no employee who serves on a committee shall lose his position, nor be discriminated against for that reason.
- (b) The Employer shall allow time off work, without pay, to any employee who is serving on a Union committee or as a delegate, provided all requests for time off are reasonable or do not interfere with the proper operation of the business. It is agreed that no more than one (1) employee at any given time shall be absent on Union business.
- (c) It is also agreed that employees shall not take part in Union activities during working hours, excepting Shop Stewards who shall have the right to discuss grievances with the Manager, and if necessary be accompanied by the employee involved. The Shop Steward shall also have the right to discuss work related matters with other employees to determine if there is a possible grievance.

## 6. LEAVE OF ABSENCE

- (a) When an employee suffers an injury, whether on the job or not, or suffers any illness preventing him from reporting to work for any reason, he will automatically be granted leave of absence without loss of seniority until such time as he can properly return to work. If the Employer considers the employee's absence to be excessive or unduly repetitive, the Employer shall discuss the situation with the employee and if not satisfied with the explanations given, may require the employee to substantiate subsequent absenteeism by the provision of a medical certificate.
- (b) The period of leave of absence will not exceed one (1) year unless by mutual consent of the parties. The parties agree, however, that when an employee goes off on leave of absence due to illness or an injury off of the job and that leave extends beyond six (6) months, such period of time shall not count toward vacation eligibility towards three (3), four (4), five (5), or six (6) weeks vacation. Employees shall not accumulate seniority after one (1) year.
- (c) If an employee desires a leave of absence for reasons other than those referred to above, he must obtain permission, in writing, for the same from the Employer. Circumstances permitting, no reasonable and legitimate request for a leave of absence will be denied. A copy of requests for leaves of absence and the Employer's response shall be forwarded to the Union.
- (d) In any instance where employees accept other employment, when off either through illness or accident or written leave of absence, their employment may be terminated.
- (e) Any employee suffering injury or illness at work shall report the injury or illness to the Employer as soon as possible, even if it does not require him to be absent from work.
- (f) Maternity leave shall be in accordance with the Employment Standards Act.
- (g) The Employer will grant Compassionate Leave in accordance with Employment Standards and/or in accordance with benefits payable through the Employment Insurance Act.
- (h) 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 being subpoenaed as a witness at a trial, shall be paid for at the rate of pay applicable to said employee. Any employee on Jury Duty shall, subject to this provision, make himself available for work before or after being required for such duty, wherever practicable. All Jury Duty pay or witness fees received by the employee from the Courts shall be reimbursed to the Employer.

- (i) In the case of death in the immediate family, the employee shall be granted leave of absence with full pay, for the purpose of arranging or attending the funeral, up to a maximum of three (3) consecutive working days. Abuse of this Section will render the employee liable to non-payment of this allowance. Immediate family shall include husband, wife, children, mother, father, sister, brother, father-in-law, mother-in-law, brother-in-law, or sister-in-law.

Any employee shall be entitled to leave for one (1) day with pay on the day of the funeral for grandparents.

An employee requesting bereavement leave shall complete and return to the Employer an application form, as provided by the Employer.

## **7. SHOP STEWARDS**

- (a) The Employer will recognize Shop Stewards selected in accordance with the Union rules and regulations, to deal with grievances or to fulfill any other function assigned to him by the Union, and the Manager shall meet with the same at their request.
- (b) The Union agrees to notify the Employer as to the identity of all Shop Stewards and the seniority list will clearly identify the Shop Stewards.
- (c) The Employer further agrees that the selection and/or removal from office of Shop Stewards is the function of the Union.
- (d) The Shop Stewards shall have no authority to alter, amend, or violate or otherwise change any part of this Agreement. The Shop Stewards shall report to the Union Officers and Management, any violation of this Agreement.

## **8. WORK CLOTHES**

- (a) The Employer shall provide to each employee covered by this Agreement, free of charge, coveralls, smocks, gloves or any other form of protective clothing as often as may be required for any particular job, and all necessary tools or appliances required on the job. All apparel, tools and appliances provided by the Employer shall receive reasonable care and maintenance on the part of the employee.
- (b) All coveralls or smocks provided by the Employer shall be serviced by a company having a contract with the Teamsters Union, provided such company offers equivalent service, quality and price.

- (c) If head coverings are required by the Employer on any job, then same shall be provided by the Employer. All items of apparel supplied by the Employer shall not be taken from the premises.

## **9. UNION NOTICES**

The Employer agrees to provide a Notice board that is readily accessible for the Union notices of direct interest to the employees. All said notices to be posted and removed by the Shop Stewards. The following items must be posted on said Notice Board:

- (i) A copy of this Agreement;
- (ii) A current seniority list with the classification and wage rate;
- (iii) Recommendations of the Safety Committee.
- (iv) Job Postings

The Employer shall provide the Union with a copy of the updated seniority list every six (6) months.

## **10. CONFLICTING AGREEMENT**

The Employer 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 will be null and void.

## **11. TRANSFER OF TITLE OR INTEREST**

- (a) This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event the entire operation or any part thereof which is covered by this Agreement is sold, leased, transferred, or taken over by sale, transfer, lease assignment, receivership or bankruptcy proceeding, or another limited company is set up to perform any of the functions previously performed by the Employer covered herein, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.
- (b) It is understood by this Section that the parties hereto shall not use any leasing device to a third party to evade this Agreement. Nor shall any employee, as a condition of continued employment, be required to purchase or assume any proprietary interest or other obligation in the business.

- (c) If at any time the Employer intends to sell, transfer, or lease the entire operation or any part thereof, it shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc. of the operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union not later than the effective date of sale.

## **12. LABOUR DISPUTES**

- (a) The Employer agrees that in the event of a legal strike amongst the employees of a concern with which the Employer is doing business, it will not ask, require or in any way force or compel members of the Union to service such a strike bound firm by crossing any established legal picket line(s) established under applicable Labour Statutes, or make any products for that firm.
- (b) Should a question regarding "hot goods" arise, or where the Union is involved in a dispute with another company that may involve the Employer, it shall immediately be referred by the Union Representative to the Employer and the Employer shall not require its employees to unload, use or whatsoever such "hot goods".
- (c) The Union shall notify the Employer, as soon as possible, of an established picket line or placard line which could involve the Employer.
- (d) The Union agrees that, in the event the Employer becomes involved in a controversy with any other Union, the Union will do all in its power to help effect a fair settlement.

## **13. GRIEVANCE PROCEDURE**

- (a) Any complaint, disagreement or difference of opinion between the Employer, 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.

- (b) Any employee, the Union or the Employer may present a grievance. Any grievance which is not presented within ten (10) working days following the event giving rise to such grievance shall be forfeited and waived by the aggrieved party.
- (c) All grievances shall be submitted in writing and shall clearly set forth the issues and contentions of the aggrieved parties, and shall refer to the Article or Articles in dispute, only after the initial meeting of the parties as outlined in Section (d), Step (2) of this Article 14.
- (d) The steps of the Grievance Procedure shall be as follows:
  - (1) The employee, together with such person or persons employed by the Employer as he may wish, shall take his grievance up with the Company Manager.
  - (2) Should a solution not be reached by Step (1), then an Officer or Officers of the Union, accompanied by the employee, if he or they so wish, shall discuss the matter with the Company Manager. This shall in no way prevent the Union from taking up any grievance without any or all employees taking up the matter or matters for personal reasons. If a solution is reached this shall be final.
  - (3) If no solution is concluded by Step (2), the question shall be submitted to Arbitration. The Arbitration Board shall be made up of three (3) persons; one (1) appointed by the Employer 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 first party appointing a member for the Arbitration Board shall make its appointment within three (3) days of the 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.

The parties agree, however, that in cases of grievances involving job content to determine an employee's proper classification or any matter requiring technical knowledge of the grievance involved, the parties will accept a single Arbitrator to rule on the grievance.
  - (4) No person involved directly in the controversy under consideration shall be a member of the Board of Arbitration.

- (5) The Board of Arbitration shall receive and consider such material evidence and contentions as the parties may offer. In reaching its decision, the Arbitration Board shall be covered by the provisions of this Agreement.
  - (6) The Board of Arbitration shall not be vested with the power to change, modify or alter any of the terms of this Agreement. 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.
  - (7) It is the intention of the parties that this Article shall provide a peaceful method of adjusting grievances so that there shall be no suspension or interruption of normal operations as a result of any grievance. The parties shall act in good faith in proceeding to adjust grievances in accordance with the provisions of this Article.
  - (8) The expenses of the Chairman shall be borne equally by the parties to the Arbitration.
- (e) The Employer reserves the right to discipline or discharge any employee for just cause.
  - (f) If an employee is discharged, and the Union alleges such employee has been wrongfully discharged, the matter shall be taken up through the Grievance Procedure. In the event that a decision is made to reinstate any employee, he shall receive pay for time lost following dismissal and prior to reinstatement, in an amount sufficient to make up the difference between any monies received by that employee for other employment and his full pay, excepting that where the Arbitration Board feels there is a legitimate reason that an employee shall receive a lesser amount, the Board at its own discretion may so order.
  - (g) Any discharged or suspended employee, within seventy-two (72) hours of his discharge or suspension, shall be given by the Employer, in writing, the reasons for his discharge or suspension, with a copy to be sent to the Union. 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 to be argued before an Arbitration Board. Time shall be of the essence, and the seventy-two (72) hours referred to herein shall be exclusive of Saturdays, Sundays or General Holidays.

- (h) If adverse statements are to be put into an employee's personnel file, a copy of same will be given to the employee, with a copy to the Union, within ten (10) days of the event giving rise to the adverse statement, otherwise it cannot be subsequently used against him. Adverse statements shall be removed from the employee's personnel file one (1) year after the said event and shall not thereafter be used against the employee, provided there has been no further disciplinary action of a related nature in the aforementioned twelve (12) month period. Employees shall have the right to check their personnel files in the presence of a representative of the Employer. A Shop Steward may be in attendance, at the employee's request. Routine assessment of an employee in his job situation is excluded from this provision.

#### **14. PAY DAY AND PAY STATEMENTS**

- (a) Payment of wages shall be made on a bi-weekly basis. The pay period and pay day shall not be changed without consent of the Union.
- (b) The Employer shall provide every employee covered by this Agreement with a separate or detachable written or printed itemized statement in respect of all wage payments made to such employee. Such statement shall set forth the hours worked and shall show all straight time hours worked, all time and one-half ( $\frac{1}{2}$ ) hours worked and all double time hours worked, with the pay rates for these hours listed and shown separately. It shall then show the total wages applicable and all deductions made from the gross amount of wages and net wages being paid.

#### **15. ANNUAL VACATIONS**

- (a) The Employer shall provide each employee with a statement of vacation entitlement and a blank vacation request form by March 15<sup>th</sup> of each year. Employees must submit completed vacation request forms to the Company Manager by April 15<sup>th</sup>. Any employee not having submitted his vacation request form by this date may be assigned a vacation period by the Employer. Employees will be allowed to choose weeks in which Holidays fall. Employees under clauses (c), (d), (e) and (f) shall be entitled to take three (3) consecutive weeks' vacation.
  - (1) Each employee shall then designate the dates they desire to have as their vacation period following the anniversary date of eligibility.
  - (2) Having regard to seniority of employees for each department or process, the Manager, in conjunction with the Process Supervisor, shall within fifteen (15) days allocate holidays. Adjustment of holiday dates will be made only where:

- (i) Requested time would interrupt proper operation of the process or unreasonably work to the detriment of employees in the process not on holidays.
  - (ii) For conflicting holidays, seniority provisions will apply.
  - (iii) The Employer shall post a completed vacation schedule by May 1<sup>st</sup>. Once the schedule is completed neither the Employer nor the employee may alter the arrangement except by mutual consent.
  - (iv) All employees shall take annual vacations due them within twelve (12) months of eligible date. However, vacations for two (2) consecutive years shall not be taken on a back to back basis.
- (b) Upon completion of one (1) calendar year and up to four (4) continuous years as an employee, employees shall receive two (2) consecutive weeks vacation with pay at four percent (4%) of their annual gross earnings for the calendar year for which they are receiving their vacations. A calendar year shall be twelve (12) months from the date an employee commenced work.
  - (c) Upon completion of four (4) years continuous service and thereafter as an employee, employees shall receive three (3) weeks vacation with pay at six percent (6%) of their annual gross earnings for that calendar year of service dating from their anniversary date prior to receiving said vacation.
  - (d) Upon completion of ten (10) years continuous service as an employee and thereafter as an employee, employees shall receive four (4) weeks vacation with pay at eight percent (8%) of their annual gross earnings for that calendar year of service dating from their anniversary date prior to receiving said vacation.
  - (e) Upon completion of fourteen (14) years continuous service as an employee and thereafter as an employee, employees shall receive five (5) weeks vacation with pay at ten percent (10%) of their gross annual earnings, for that calendar year of service dating from their anniversary date prior to receiving said vacation.
  - (f) In the event that an employee leaves the employ of the Employer before he is entitled to two (2) weeks vacation, he shall receive four percent (4%) of the gross earnings he received while in the employ of the Employer.
  - (g) In the event of an employee leaving the employ of the Employer after he had his vacation he earned for the previous year, he shall receive four percent

(4%), six percent (6%), eight percent (8%), or ten percent (10%), as the case may be, of his pay for the year in which he ends his employment for which no vacation has been paid.

- (h) Prior to an employee going on his vacation, the Employer shall furnish the employee with a statement showing the period for which the employee is receiving his or her vacation pay, how the vacation pay was calculated, and shall include all overtime payments, commissions, or anything of a monetary value on which the employee has to pay income tax, and also a separate cheque for the appropriate vacation pay the employee is entitled to.

**16. GENERAL HOLIDAYS**

- (a) It is agreed that all employees, having completed fifteen (15) calendar days of employment, shall be entitled to the following General Holidays with pay:

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

- (b) Employees who are required to work a shift which commences at any time during the General Holiday or a shift which carries over into a General Holiday, shall, in addition to their regular hourly rate, receive time and one-half (1½) their hourly rate for all hours worked during that shift (i.e. double time and one-half), but shall not be entitled to this for hours in both shifts which fall during the General Holiday period of twenty-four (24) hours. If shifts are worked in both of these days, then the shift which contains the majority of hours in the General Holiday shall be the shift paid for as the General Holiday.
- (c) The foregoing provision in (b) shall not apply when an employee does not work his regular shift containing hours either at the start or the end of the General Holiday.
- (d) Employees who are laid off within seven (7) working days prior to a General Holiday occurring shall be entitled to such General Holiday with pay. Also, employees who are absent either the day before or the day after a General Holiday shall be entitled to such General Holiday with pay provided they are absent for a legitimate illness or accident.
- (e) The day of the General Holiday shall be that as mutually agreed to by the parties and failing to agree shall be the date as established by the Provincial Government, and paid for as outlined herein.

- (f) Employees shall be paid for each General Holiday even if it falls on their weekly days off or their vacation. Where it falls on their weekly days off, the Employer shall specify an additional day off in conjunction with the employee's days off. Where it falls on the employee's vacation, the employee may choose to take an additional day off in conjunction with the vacation.
- (g) The Employer agrees that if during the life of this Agreement the Federal, Provincial or Municipal Government declares or proclaims any other day than those listed herein to be a legal General Holiday, then employees shall receive such day off with pay as set out herein.

Employees who have been continuously employed for a period of six (6) months shall receive one (1) additional day as a General Holiday to be received at a date and time to be mutually agreed upon between the Employer and the Employee . An employee who is eligible for a floating General Holiday and who wishes to observe a religious or cultural holiday shall be entitled to take such day as his extra Holiday.

## **17. SENIORITY**

- (a) Seniority shall be the length of continuous service excepting leaves of absence longer than one (1) year with the Employer within the bargaining unit. There shall be a seniority list for each recognized department, setting out each employee's name, date of employment, classification and wage rate. Such list must be kept current, and a copy must be supplied to the Shop Stewards and the Union every six (6) months, and one (1) copy posted on the Bulletin Board in each location.

The departments shall be:

1. Denture
2. Orthodontics
3. Cast Partial
4. Crown and Bridge
5. Esthetic Veneering
6. Implant
7. Delivery and Dispatch

- (b) Layoff and recall shall be based on seniority within the department concerned. That is to say, the last hired shall be the first laid off, and the last laid off shall be the first recalled, provided that the senior employee has the ability to satisfactorily perform the work available.

In case of a dispute as to the ability of the senior employee, he shall have the right to demonstrate, for a reasonable length of time, his ability to satisfactorily perform the work available.

In accordance with the above, when a senior employee is to be laid off and a junior employee retained, or a junior employee recalled before a senior employee, the senior employee shall be notified.

- (c) Seniority shall be lost if an employee:
- (1) Voluntarily leaves the employ of the Employer; or
  - (2) Is discharged for cause; or
  - (3) After a layoff, fails to report for work for five (5) working days after being recalled by telephone and registered letter; or
  - (4) Has been out of employment by the Employer for a period of twelve (12) months or longer without a leave of absence; or
  - (5) Performs work for another Dental Technician Laboratory or a Dental Mechanic, without the consent of the Employer, unless he is on layoff due to lack of work.
- (d) Any employee promoted to a different classification shall be allowed a reasonable period of trial, and if found unsatisfactory, shall be given the opportunity of going back to his former position without loss of seniority. In the event an employee transfers to another department pursuant to the Job Posting procedure, there shall be no loss of his seniority.
- (e) Where the Employer wishes to promote any employee to a position outside of the bargaining unit and the Employer wishes to return the employee to the bargaining unit within six (6) months of the appointment, there shall be no loss of seniority. If it is later than six (6) months, the seniority attained prior to the appointment only, shall apply.

If an employee does not return to the bargaining unit within 24 months of the appointment, the employee shall lose all bargaining unit seniority.

- (f) The Employer agrees when it is necessary to reduce the number of employees on a shift, senior employees will be given preference over junior employees for available work, provided they can satisfactorily perform the job.

- (g) When significant overtime work is required, employees concerned who can perform the function of the job, will have such overtime distributed as equally as possible between them. Except in emergencies, employees having a reasonable and legitimate excuse for not working overtime, shall be excused from working overtime.
- (h) New employees and those hired after a break in continuity of service will be on probation for forty-four (44) working days from the date the employee first reports for work, and will receive no continuous service credit during such period. The Employer shall not be obligated to recall employees laid off during their probationary period. After completion of the probationary period, employees shall receive continuous service credit from the date of original hiring of a new employee and date of rehire of a previous employee. The forty-four (44) working day probationary period may be extended by mutual agreement between the Employer and the Union.
- (i) In the event there are no laid off employees in a department and extra personnel are required in said department, the Employer shall offer the work to laid off employees in the other departments in order of their Company seniority before new employees are hired, provided that the senior employee has the necessary qualifications, skill and ability to satisfactorily perform the work available.

## **18. DAYS AND HOURS OF WORK AND OVERTIME**

- (a) The normal working day for each employee shall be eight (8) hours and the normal work week shall be a consecutive five (5) days, forty (40) hours per week, providing work is available for each employee. When Employees report for work at a specified time, they shall be paid from that time even though there may be no work for them to do. Regular full time employees who commence work in any day shall be guaranteed six (6) hours work or pay. Temporary employees who commence work in any day shall be guaranteed four (4) hours of work or pay. However, if an employee's regular work is finished, the employee may leave if it is mutually agreeable between the Employer and the employee, and the guarantee shall not then apply.

The Employer shall not hire a new employee in a classification in a department until and unless every employee in that classification of that department is working eight (8) hours on a regular basis, except as contained in the Letter of Understanding No. 2, Re: Part-Time Employees.

- (b) Any hours worked in excess of eight (8) hours and up to ten (10) hours in any one (1) day shall be paid for at the rate of time and one-half (1½). Any hours worked in excess of ten (10) hours in any one (1) day shall be paid at the rate of double time.
- (3) All time worked on the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) day shall be paid at the rate of double time, with a four (4) hour guarantee on each day so worked.
- (d) If overtime of more than two (2) hours is worked at one (1) time immediately following the normal work day, there will be a non-paid meal break of thirty (30) minutes and the employee shall receive, upon ratification, eight dollars and fifty cent (\$8.50) supper money. Supper money will increase to eight dollars and seventy-five cents (\$8.75) on February 1, 2005 and nine dollars (\$9.00) on February 1, 2006.
- (e) Any employee called to work in any emergency after his working day has been completed and he has gone home shall be paid a minimum of three (3) hours pay at the rate of double time.
- (f) In order that an accurate record of hours worked is kept, the Employer shall install a time clock and time cards. Each employee upon commencing work for the Employer shall be issued a time card and a time card number pertaining to the department in which he is employed and his seniority. Said time cards shall be punched by the employee immediately prior to proceeding to the bench and immediately following leaving the bench. Where hours other than the regular working hours are worked, the employee shall obtain prior authorization from the Department Manager before proceeding to work such hours and shall obtain his initial on the time card as sole authority for payment. Lateness shall be considered absence without leave where it is unreasonable in occurrence and in any event will reduce the guaranteed hours of work outlined in (a) above. Supervisors shall have the right to approve their own overtime in the event that the Manager is not reasonably available to approve same.
- (g) Time and overtime shall be calculated to the nearest fifteen (15) minute mark (i.e. less than seven (7) minutes will not be paid; over seven (7) minutes shall be paid for fifteen (15) minutes).
- (h) All overtime in excess of two (2) hours in any one day shall be voluntary. If an employee is required to work more than one half (½) hour of overtime continuous to the end of his/her shift, the Employer must notify him/her at least one half (½) hour prior to the end of his/her regular shift or the employee may refuse to work such overtime.
- (i) Work performed on a shift between 7:00 a.m. and 6:00 p.m. shall be paid at the regular rate; and for each hour any employee works between 6:00 p.m. and 7:00 a.m., that employee shall be paid fifty cents (50¢) per hour in addition to his regular rate of pay.

- (j) In the event the Employer wishes to institute a Tuesday to Saturday work week, it shall seek volunteers from the employees in the order of seniority subject to their ability to satisfactorily perform the work available. Employees selected to work on Saturdays may perform work in all departments without regard to the department seniority lists. Should such shift be instituted, all regular hours worked on Saturdays will be paid at their regular straight time rate of pay.

Should there be no volunteer, Management reserves the right to assign such work to the most junior qualified employee, or to call in anyone else on an emergency basis as laid out in Article 1(c).

- (k) In the event an employee working the Tuesday to Saturday work week is transferred to the Monday to Friday work week, the Monday shall then be the first (1<sup>st</sup>) day of the week and shall not be the seventh (7<sup>th</sup>) day.
- (l) Overtime work may be banked, at each employee's option, and such equivalent time may be taken off with pay at a later date mutually agreeable to the employee and the Employer. It is understood that an employee may request in writing a payout of their banked overtime at any time and such payout may be applied to the next two (2) consecutive pay periods.

## **19. TECHNOLOGICAL OR PROCEDURE CHANGES**

### **(1) Advance Notice**

The Union agrees it is the sole right and function of Management to change methods or facilities and to install equipment of all kinds and to make such other changes to its operations as it deems necessary or advisable.

Should the Employer decide to install new advance mechanical equipment, change methods or close down any of its operations which would result in the termination or layoff of full time employees, it is agreed that the Union and its Committee will be given as much advance notice as possible. It is understood the parties shall then discuss the question of retraining or the application of severance pay.

(b) **Retraining**

As far as retraining is concerned, there are many factors involved, such as the requirements of skill and knowledge, whether a person is needed now or in a given length of time, and whether present staff has shown adaptability to the type of work to be done, also its physical fitness, etc. These are some of the factors which would determine if training should apply, termination, temporary or permanent layoff of staff, subject to the Grievance Procedure.

**20. CHANGE IN WORKING ASSIGNMENTS**

Notwithstanding the other provisions of this Agreement, wherever the Employer alters or otherwise affects a major change in the working assignments of any employee, which it is claimed is not provided for therein, such alteration or change shall become a matter for negotiation; or failing agreement, for Arbitration under the terms provided elsewhere in this Agreement.

**21. JOB POSTING, ETC.**

- (a) In the event that any employee leaves a job or a new job is created or new equipment is installed requiring that another employee be hired, the Employer shall post a notice on the Bulletin Board notifying that a vacancy exists in a particular job, giving details of the job, rate of pay, etc. Employees desiring such job shall then apply in writing within seventy-two (72) hours of such posting, excluding Saturdays, Sundays and General Holidays, except employees on vacation at such time shall have the privilege of applying when they return. The Employer shall provide the Shop Steward with a copy of all job postings.

When considering promotions or transfers from one (1) job to another within the bargaining unit, employees who bid on such job shall be gauged by seniority and ability for the job. When ability is relatively equal, the employee having the greater seniority shall receive such job. In case of a dispute as to the ability of the senior employee, he shall have the right to demonstrate for a reasonable length of time his ability for the job by being placed on the job. All vacancies must be posted before any person is hired for such vacancy.

- (b) When the Employer requires a Dental Technician, such job shall be posted and present employees shall have the right to apply for such job. Where a present employee can qualify for such job, the rate of pay shall be consistent with his new classification. Only if there is not a suitable applicant may the Employer hire a new employee to fill the vacancy.

**22. LUNCH AND REST BREAKS**

- (a) No employee shall work longer than five (5) hours without at least one-half ( $\frac{1}{2}$ ) hour off for the purpose of eating a meal. With prior approval from their department manager employees may elect to work through their lunch breaks, allowing them to leave one-half ( $\frac{1}{2}$ ) hour early at the end of their daily shift, in this case provisions under (e) would not apply.
- (b) Each employee shall be required to take a paid fifteen (15) minute break in each half ( $\frac{1}{2}$ ) of their daily shift. However, such shall not be scheduled earlier than one and one-half ( $1\frac{1}{2}$ ) hours from the commencement of each half ( $\frac{1}{2}$ ) of an employee's shift.
- (c) All employees working overtime shall be entitled to a fifteen (15) minute break prior to the employee commencing overtime. In the event employees are asked to work overtime prior to commencing the regular work day, then the employee shall be entitled to a fifteen (15) minute break before starting his regular shift.
- (d) In the event an employee works six (6) hours or less per day, he shall be entitled to only one (1) rest break.
- (e) In the event an employee does not receive the lunch break set out herein, he shall either receive such break as time off later in his shift, or be compensated for such break at overtime rates of pay provided the employee works a full eight (8) hour shift in accordance with Article 18.
- (f) Employees shall not be required to attend meetings called by the Employer during their lunch and/or coffee breaks.

## **23. SEPARATION OF EMPLOYMENT**

- (a) If an employee is discharged he shall be paid in full for all monies owing him on the date of his discharge. If the employee quits, the Employer may withhold payment for five (5) calendar days.
- (b) The Employer shall give a Record of Employment Certificate to any employee who separates from employment for at least seven (7) days for any reason within five (5) days of the last day worked, or terminates.

**24. COMPENSATION COVERAGE**

- (a) When an employee is injured at work and goes on Compensation, he shall, when the Compensation Board signifies that the employee is capable to work, be returned to the payroll at his previous job and rate of pay for a period of one (1) week, to see if he is able to do the job he held at the time of the injury.
- (b) If the Compensation Board signifies that the employee is unable to do the job the employee held at the time of injury, the Employer will try to place the employee in a job which said employee can do. If this is impractical, then the employee shall be entitled to one (1) week's notice. This Section is subject to the Grievance Procedure.

**25. INSPECTION PRIVILEGES**

Authorized Agents of the Union, upon notifying the person in charge, shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided that there is no interruption of the employee's work schedule.

**26. SANITARY FACILITIES**

The Employer agrees to maintain clean, sanitary washrooms, having running hot and cold water and with toilet facilities, as far as it is consistent with lease of premises occupied.

**27. MANAGEMENT**

The Union agrees that the Employer has the exclusive right and power to manage the Employer's operation, to direct the working forces and to hire, promote, demote or layoff employees, to assign to jobs, to increase and decrease the working force, to determine the products to be handled, produced or manufactured, the schedule of products and the methods of processing and means of production and handling.

Provided that any decision or action taken by the Employer is consistent with the terms of this Agreement.

**28. SAVINGS CLAUSE**

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

- (b) In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the procedure as outlined in Article 14 herein.

**29. SAFETY AND HEALTH**

- (a) The Employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment.
- (b) Any employee who considers that any practice being carried out within the premises is unsafe or detrimental to the health of any person working therein, shall have the right to speak to his or her superior about the matter. If the situation is not corrected in a reasonable period of time, the matter may be considered cause for a grievance to be handled through the Grievance Procedure.

**30. ARTICLE HEADINGS**

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.

**31. BONDING**

If at any time the Employer requires any employee hereunder to be bonded, it is agreed that the Employer shall then request the employee to fill in an application to a recognized bonding firm, selected by the Employer. It is further agreed that the cost of such bonding shall be paid by the Employer.

**32. HEALTH AND WELFARE PLAN**

The Health and Welfare Plan and Sick Leave pay provisions shall be as set out in Appendix "C" which is attached to and forms part of this Agreement.

**33. VENDING MACHINES**

If a majority of the staff desire vending machines of any nature in the plant, they shall have the sole right to determine the type of machine and what supplier will supply it to a maximum of two (2) such machines, at no cost to the Employer.

**34. SOLICITATION OF FUNDS**

There shall be no coercion or intimidation in solicitation of funds of the employees by Management, for charity or other purposes. Employees will determine of their own accord if they desire or not to contribute.

**35. CLASSIFICATIONS AND WAGE RATES, ETC.**

- (a) The classifications and wage rates for the effective period of this Agreement shall be those attached hereto in Appendix "B".
- (b) Time shall be computed from the time the employee commences his day's work until he is released from duty by the Employer, and paid as provided for in Article 19 (g).
- (c) When an employee meets with an accident at work, he or she shall be paid a full day's wages for the day of the accident.

**36. SEVERANCE PAY**

- (a) Employees with three (3) consecutive months of service who are laid off as a result of technological change, or as a result of a decrease in the amount of work required to be done by the Employer, shall be entitled to a period of notice of lay-off in accordance with Section 63 of the Employment Standards Act. In the event proper notice is not given, the employee shall be entitled to severance pay equal to the period of notice not given. That is, notice and pay shall equal the required notice period.
- (b) In the event of lay-off without recall in excess of six (6) months, an employee shall be paid severance pay as outlined in (a) above. Upon receiving such pay an employee will be deemed to be terminated.
- (c) Should an employee request that he be paid severance pay prior to the expiry of those six (6) months, he shall be deemed terminated on receipt of same.

**37. PART-TIME WORKERS**

- (a) No employee shall work part-time on a regular basis unless by mutual agreement by the Employer, the Union and the employee concerned, except as contained in the Letter of Understanding No. 2, Re: Part-Time Employees. Such employee shall be entitled to all rights and benefits contained in the Agreement without loss of seniority.
- (b) Persons hired to temporarily replace regular drivers who are absent due to vacations, illness, or other leave of absence, shall be on probation for three hundred and fifty-two (352) working hours. The Employer shall not be obligated to recall such employees who are laid off during their probationary period.

Spare Drivers shall be compensated for Annual Vacations at the rate of four percent (4%) of their gross wages, payable on each pay day. Spare Drivers who have completed three hundred and fifty-two (352) working hours shall be compensated for General Holidays at the rate of four percent (4%) of their gross wages, payable on each pay day. Spare Drivers shall not be covered by the Health and Welfare Plan or Sick Leave provisions.

Spare Drivers shall be paid the Spare Driver's rate of pay.

**38. GENDER AND NUMBER**

Throughout this Agreement, when the context so requires or permits, the singular number shall be read as if the plural were expressed and the masculine gender as the feminine, as the case may be, were expressed.

**39. JOINT CONSULTATION COMMITTEE**

On the request of either party, the parties shall meet at least once every two (2) months until this Agreement is terminated, for the purpose of discussing issues relating to the work place that affect the parties or any employee bound by this Agreement.



**APPENDIX "A"**

1. There shall be seven (7) distinct departments of the Dental Technician Trade:
  - (1) Denture
  - (2) Orthodontic
  - (3) Cast Partial
  - (4) Crown and Bridge
  - (5) Esthetic Veneering
  - (6) Implant
  - (7) Delivery Dispatch
2. Technicians shall demonstrate overall proficiency within each department based on the criteria as outlined in Appendix "B".
3. Within each department, there shall be separate procedures performed by different classifications of personnel, as outlined in Appendix "B".
4. Hourly rates of pay for classifications in the bargaining unit will be as outlined in Appendix "B".
5. Technicians regularly performing at least one (1) of the procedures listed in a classification shall receive the rate of pay applicable to that classification.
6. Any employee appointed by the Employer in accordance with seniority and Job Posting to be in charge of a number of people in any department to supervise the work of those persons, as well as doing work on his own, shall receive the Process Supervisor rate of pay, as reflected in Appendix "B". Supervision and training of an Apprentice will not qualify a Technician for this additional rate.
7. Any employee appointed by the Employer in accordance with seniority and ability to manage an entire department for an extended period of time, shall receive effective date of ratification, an additional two dollars and twenty-five cents (\$2.25) per hour in addition to his regular rate of pay. In departments where the employer elects to make such appointment. And there is an incumbent Technician Specialist Supervisor, they will accept such appointment. In departments where there is no Technician Specialist Supervisor, the incumbent Process Supervisor will accept the job.

8. The Employer agrees that any Technician Specialist, Technician, or Technician II required by the employer to perform one or more procedures at the same classified level of work, in more than one (1) department shall receive, effective February 1, 2004 an ongoing premium as follows:

Technician Specialist	\$0.35 per hour
Technician I	\$0.28 per hour
Technician II	\$0.20 per hour

9. When there is a shortage of work and an employee is removed from his normal classification at the request of the Employer, he shall be paid his regular rate of pay or the rate applicable to the other work, whichever is greater. Employees who have had their working hours reduced as a result of said shortage shall have the opportunity to accept layoff or to "bump" a junior employee within his department, subject to the ability requirements as per Article 17(b). No Technician I shall be reduced to a classification lower than Technician II rate of pay. No employee shall have his rate of pay reduced after commencing his normal day's work routine, regardless of circumstances. Should an employee accept work at a reduced classification and return to his own classification during the normal working day he shall be paid the entire day at his normal classification.

10. **Job Classification Requirements**

In order to be classified under the applicable classification, an employee:

- (a) shall be entirely proficient in the designated procedure producing a functionally and correct piece of work;
  - (b) shall have completed a prescribed course of instruction and/or in-plant training program, or equivalent;
  - (c) shall be able to perform the designated procedure in a commercially productive manner.
11. Any employee hired to be a Technician Assistant shall receive in training the following percentages, based upon rates applicable to the respective procedure:

<b>Technician Assistant I</b>		<b>Technician Assistant II</b>	
First Six (6) months	80%	First Six (6) months	85%
Second Six (6) months	90%	Thereafter	100%
Thereafter	100%		

In the event that a Technician Assistant in training can demonstrate that he is able to perform all the procedures within a classification at any time after the first six (6) months, he shall receive the full rate applicable to the respective classification.

Where a Technician Assistant moves to another classification, through the Job Posting procedure, and does not have prior experience or ability to perform the job, such employee will

receive training rates specified above until such time as he can demonstrate that he is able to perform all the procedures within the classification, at which time he shall receive the full rate of pay for the respective classification.

12. **Dispatch Department**

Within this department, there shall be separate procedures performed by different classifications, as outlined in Appendix "B".

Any untrained employee hired under one (1) of the Dispatch Department classifications, as per Appendix "B", shall receive in training during the first four (4) months of their employment an amount equivalent to ninety percent (90%) of the full rate applicable to the classification. In the event that the employee can demonstrate that he is able to perform all the procedures of the classification at any time after the first two (2) months, he shall receive the full rate applicable to the respective classification.

13. The parties agree that no more Technician Assistants shall be employed than are absolutely necessary, to only perform the procedures of the job classifications set out for them. If there is any dispute between the parties as to whether more Technician Assistants are being employed than is necessary, the matter shall be settled by the sole arbitrator as set out in Article 14 (d) (3) herein.
14. Depending on business activity, the Employer may recruit students who are just finishing their first year of a practicum (of their two year program), and effective date of ratification the rate of pay shall be ten dollars and seventy-five cents \$10.75 per hour. Thereafter, rates will be adjusted as follows:

February 1, 2005	\$10.95
February 1, 2006	\$11.05

Employees from the bargaining unit may not apply for student positions. Thereafter, students will progress as opportunities permit within the regular classifications of work established in Appendix "B".

15. Assistant I and II Classifications and hourly rates of pay will be as outlined in Appendix "B"

APPENDIX "B"

Denture Department

		Feb1/04	Feb 1/05	Feb1/06	
<b>Denture Technician Assistant II.....</b>		<b>Hourly Rate</b>			
Shall perform the following procedures:		1 <sup>ST</sup> 6 months	13.20	13.53	13.90
<b>Process</b>	<b>Procedure</b>	Thereafter*	15.53	15.92	16.36
Preparatory	- Models, mounting, duplicating	Asst II training			
Set-up	- Waxing	for Asst I			
Finishing	- Investing and knockout	1 <sup>ST</sup> 6 months	15.53	15.92	16.36
	- Polishing	2 <sup>nd</sup> 6 months *	16.15	16.55	17.01
		Thereafter*	16.49	16.90	17.37

\*If proficient at required procedures

		Feb1/04	Feb 1/05	Feb1/06	
<b>Denture Technician Assistant I.....</b>		<b>Hourly Rate</b>			
Shall perform the following procedures plus any Assistant II procedures:		Asst I training	16.49	16.90	17.37
<b>Process</b>	<b>Procedure</b>	for Tech II			
Preparatory	- Waxing and festooning	1 <sup>ST</sup> 6 months	16.49	16.90	17.37
	- Trays, bite blocks, pin tracers	2 <sup>nd</sup> 6 months *	17.20	17.63	18.11
	- Fabrication of bleaching trays,	Thereafter*	20.00	20.50	21.06
Finishing	- Nightguards				
	- Ivocap injection				
	- Packing				

\*If proficient at required procedures

		Feb1/01	Feb 1/05	Feb1/06	
<b>Denture Technician II.....</b>		<b>Hourly Rate</b>			
Shall perform the following procedures plus any Assistant I procedures:		Tech II training for	20.00	20.50	21.06
<b>Process</b>	<b>Procedure</b>	Tech I			
Preparatory	-Repairs	1 <sup>ST</sup> 6 months	20.00	20.50	21.06
	- Relines and rebases	2 <sup>nd</sup> 6 months *	20.26	20.76	21.33
	- Wrought bars and clasps	Thereafter*	23.50	24.09	24.75
Set-up	- Set-up qualifying including repairs				
Finishing	- Trimming and fitting				

\* If proficient at required procedures

		Feb1/04	Feb 1/05	Feb1/06
<b>Denture Technician I.....</b>		<b>Hourly Rate</b>		
Shall perform the following procedures plus any Technician II procedures:		23.50	24.09	24.75
<b>Process</b>	<b>Procedure</b>			
Preparatory	-Design and set-up			
Set-up	- Set-up qualified			
	- Denture implant work			
Finishing	- Special custom work			
	- Snoreguards			

	Feb1/04	Feb 1/05	Feb1/06
<b>Denture Technician Specialist.....</b>	<b>Hourly Rate</b>		
	24.35	25.46	26.66

Hourly Premium for:	Feb1/04	Feb 1/05	Feb1/06
<b>Denture Process Supervisor Tech II.....</b>	.86	.88	.91
<b>Denture Process Supervisor Tech I.....</b>	1.28	1.31	1.35
<b>Tech II Trainer (applies while training).....</b>	.41	.42	.43
<b>Tech I Trainer (applies while training).....</b>	1.02	1.05	1.08

**Orthodontics Department**

	Feb1/04	Feb 1/05	Feb1/06	
<b>Orthodontics Technician Assistant II.....</b>	<b>Hourly Rate</b>			
<b>Shall perform the following procedures:</b>	1 <sup>ST</sup> 6 months	13.20	13.53	13.90
<b>Process</b>	Thereafter*	15.53	15.92	16.36
<b>Preparatory</b>	Asst II training for			
<b>Procedure</b>	Asst I			
- Diagnostic study models	1 <sup>ST</sup> 6 months	15.53	15.92	16.36
- Models, mounting, duplicating	2 <sup>nd</sup> 6 months *	16.15	16.55	17.01
- Polishing	Thereafter*	16.49	16.90	17.37

**\*If proficient at required procedures**

	Feb1/04	Feb 1/05	Feb1/06	
<b>Orthodontics Technician Assistant I.....</b>	<b>Hourly Rate</b>			
<b>Shall perform the following procedures plus any Assistant II procedures:</b>	Asst I training	16.49	16.90	17.37
<b>Process</b>	for Tech II			
<b>Preparatory</b>	1 <sup>ST</sup> 6 months	16.49	16.90	17.37
- Nightguards	2 <sup>nd</sup> 6 months *	17.20	17.63	18.11
- Fabrication of bleaching trays, sport	Thereafter*	20.00	20.50	21.06
<b>Finishing</b>				
- Packing				
- Trimming				
- Bands and Soldering				
- Soap Molds				

**\*If proficient at required procedures**

		Feb1/04	Feb 1/05	Feb1/06	
<b>Orthodontics Technician II.....</b>		<b>Hourly Rate</b>	20.00	20.50	21.06
Shall perform the following procedures plus any Assistant I procedures:		Tech II training for Tech I			
<b>Process</b>	<b>Procedure</b>	1 <sup>ST</sup> 6 months	20.00	20.50	21.06
Preparatory	- Wire bending	2 <sup>nd</sup> 6 months *	20.26	20.76	21.33
	- Removable and functional appliances	Thereafter*	23.50	24.09	24.75
	- Design				

**\*If proficient at required procedures**

		Feb1/04	Feb 1/05	Feb1/06	
<b>Orthodontics Technician I.....</b>		<b>Hourly Rate</b>	23.50	24.09	24.75
Shall perform the following procedures plus any Technician II procedures:					
<b>Process</b>	<b>Procedure</b>				
Preparatory	- Consultation on design and procedures				
	- Specialized fixed and removable				
	- Indirect brackets				

		Feb1/04	Feb 1/05	Feb1/06	
<b>Orthodontics Technician Specialist.....</b>		<b>Hourly Rate</b>	24.35	25.46	26.66

<b>Hourly Premium for:</b>		Feb1/04	Feb 1/05	Feb1/06
<b>Orthodontics Process Supervisor Tech II</b>		.86	.88	.91
<b>Orthodontics Process Supervisor Tech I</b>		1.28	1.31	1.35
<b>Tech II Trainer (applies while training)</b>		.41	.42	.43
<b>Tech I Trainer (applies while training)</b>		1.02	1.05	1.08

**Cast Partial Department**

		Feb1/04	Feb 1/05	Feb1/06	
<b>Cast Partial Technician Assistant II.....</b>		<b>Hourly Rate</b>			
Shall perform the following procedures:		1 <sup>ST</sup> 6 months	13.20	13.53	13.90
<b>Process</b>	<b>Procedure</b>	Thereafter*	15.53	15.92	16.36
Metal Work	- Metal Polishing	Asst II training for Asst I			
	- Rough Trimming	1 <sup>ST</sup> 6 months	15.53	15.92	16.36
	- Mounting	2 <sup>nd</sup> 6 months *	16.15	16.55	17.01
	- Models	Thereafter*	16.49	16.90	17.37

**\*If proficient at required procedures**

		Feb1/04	Feb 1/05	Feb1/06	
<b>Cast Partial Technician Assistant I</b>		<b>Hourly Rate</b>	16.49	16.90	17.37
Shall perform the following procedures plus any Assistant II procedures:		Asst I training for Tech II			
<b>Process</b>	<b>Procedure</b>	1 <sup>ST</sup> 6 months	16.49	16.90	17.37
Metal Work	- Waxing	2 <sup>nd</sup> 6 months *	17.20	17.63	18.11
	- Refractory	Thereafter*	20.00	20.50	21.06

**\*If proficient at required procedures**

		Feb1/04	Feb 1/05	Feb1/06	
<b>Cast Partial Technician II</b>		<b>Hourly Rate</b>	20.00	20.50	21.06
Shall perform the following procedures plus any Assistant I procedures:		Tech II training for Tech I			
<b>Process</b>	<b>Procedure</b>	1 <sup>ST</sup> 6 months	20.00	20.50	21.06
Metal Work	- Trimming and fitting	2 <sup>nd</sup> 6 months *	20.26	20.76	21.33
	- Dental D Fabrications	Thereafter*	23.50	24.09	24.75
	- Repairs and welding				
	- Survey and design qualifying				
	- Laser welding				

**\*If proficient at required procedures**

		Feb1/04	Feb 1/05	Feb1/06	
<b>Cast Partial Technician I</b>		<b>Hourly Rate</b>	23.50	24.09	24.75
Shall perform the following procedures plus any Technician II procedures:					
<b>Process</b>	<b>Procedure</b>				
Metal Work	- Survey and design full qualified				

	Feb1/04	Feb 1/05	Feb1/06	
<b>Cast Partial Technician Specialist .....</b>	<b>Hourly Rate</b>	24.35	25.46	26.66

Hourly Premium for:	Feb1/04	Feb 1/05	Feb1/06
<b>Cast Partial Process Supervisor Tech II.....</b>	.86	.88	.91
<b>Cast Partial Process Supervisor Tech I.....</b>	1.28	1.31	1.35
<b>Tech II Trainer (applies while training).....</b>	.41	.42	.43
<b>Tech I Trainer (applies while training).....</b>	1.02	1.05	1.08

**Crown and Bridge Department**

		Feb1/04	Feb 1/05	Feb1/06	
<b>Crown and Bridge Technician Assistant II.....</b>		<b>Hourly Rate</b>			
Shall perform the following procedures:		1 <sup>ST</sup> 6 months	13.20	13.53	13.90
<b>Process</b>	<b>Procedure</b>	Thereafter*	15.53	15.92	16.36
Gold	- Waxing all copings (single and bridge)	Asst II training for			
Preparatory	- Metal polishing	Asst I			
		1 <sup>ST</sup> 6 months*	15.53	15.92	16.36
		2 <sup>nd</sup> 6 months *	16.15	16.55	17.01
		Thereafter*	16.49	16.90	17.37

**\*If proficient at required procedures**

		Feb1/04	Feb 1/05	Feb1/06	
<b>Crown and Bridge Technician Assistant I.....</b>		<b>Hourly Rate</b>			
Shall perform the following procedures plus any Assistant II procedures:		16.49	16.90	17.37	
<b>Process</b>	<b>Procedure</b>	Asst I training for Tech II			
Preparatory	- Metal trimming and fitting	1 <sup>ST</sup> 6 months*	16.49	16.90	17.37
	- Models, dies and mounting	2 <sup>nd</sup> 6 months *	17.20	17.63	18.11
	- Investing, casting, knockout	Thereafter*	20.00	20.50	21.06
	- Empress pressing				
Acrylic	- Investing, packing and knockout				

**\*If proficient at required procedures**

		Feb1/04	Feb 1/05	Feb1/06	
<b>Crown and Bridge Technician II.....</b>		<b>Hourly Rate</b>			
Shall perform the following procedures plus any Assistant I procedures:		20.00	20.50	21.06	
<b>Process</b>	<b>Procedure</b>	Tech II training for Tech I			
Gold	- Waxing all crowns and inlays	1 <sup>ST</sup> 6 months*	20.00	20.50	21.06
	- Waxing framework for bridges	2 <sup>nd</sup> 6 months *	20.26	20.76	21.33
	- Soldering, assembling and trimming	Thereafter*	23.50	24.09	24.75
	- Laser welding				
Acrylic	- Shading and finishing work				
Pressable Ceramics	- Empress I and II posterior restorations				

**\*If proficient at required procedures**

		Feb1/04	Feb 1/05	Feb1/06
<b>Crown and Bridge Technician I.....</b>	<b>Hourly Rate</b>	23.50	24.09	24.75
Shall perform the following procedures plus any Technician II procedures:				
<b>Process</b>	<b>Procedure</b>			
Gold	- Design and trim dies - Special custom work - Precision attachment - Full-mouth reconstruction work (a full			
Pressable Ceramic	- Empress I and II anterior restorations - Procera scanning			

		Feb1/04	Feb 1/05	Feb1/06
<b>Crown and Bridge Technician Specialist.....</b>	<b>Hourly Rate</b>	24.35	25.46	26.66

<b>Hourly Premium for:</b>	Feb1/04	Feb 1/05	Feb1/06
<b>Crown and Bridge Process Supervisor Tech II</b>	.86	.88	.91
<b>Crown and Bridge Process Supervisor Tech I</b>	1.28	1.31	1.35
<b>Tech II Trainer (applies while training)</b>	.41	.42	.43
<b>Tech I Trainer (applies while training)</b>	1.02	1.05	1.08

**Esthetic Veneering**

		Feb1/04	Feb 1/05	Feb1/06
<b>Esthetic Veneering Technician Assistant II.....</b>	<b>Hourly Rate</b>			
Shall perform the following procedures:				
<b>Process</b>	<b>Procedure</b>			
Preparatory	- Metal polishing			
	1 <sup>ST</sup> 6 months	13.20	13.53	13.90
	Thereafter*	15.53	15.92	16.36
	Asst II training for Asst I			
	1 <sup>ST</sup> 6 months*	15.53	15.92	16.36
	2 <sup>nd</sup> 6 months *	16.15	16.55	17.01
	Thereafter*	16.49	16.90	17.37

**\*If proficient at required procedures**

		<b>Feb1/04</b>	<b>Feb 1/05</b>	<b>Feb1/06</b>	
<b>Esthetic Veneering Technician Assistant I.....</b>		<b>Hourly Rate</b>	16.49	16.90	17.37
Shall perform the following procedures plus any Assistant II procedures:		Asst I training for Tech II			
<b>Process</b>	<b>Procedure</b>	1 <sup>ST</sup> 6 months*	16.49	16.90	17.37
Preparatory Porcelain	- Blockout, foiling and preparing metal - Preparing metal for opaquing and - Packing bridges over four (4) units - Trimming contacts, bites and finishing single units	2 <sup>nd</sup> 6 months *	17.20	17.63	18.11
Composite	- Vectris fabrication	Thereafter*	20.00	20.50	21.06

**\*If proficient at required procedures**

		<b>Feb1/04</b>	<b>Feb 1/05</b>	<b>Feb1/06</b>	
<b>Esthetic Veneering Technician II.....</b>		<b>Hourly Rate</b>	20.00	20.50	21.06
Shall perform the following procedures plus any Assistant I procedures:		Tech II training for Tech I			
<b>Process</b>	<b>Procedure</b>	1 <sup>ST</sup> 6 months*	20.00	20.50	21.06
Porcelain	- Shading and finishing work - Shaping jackets, crowns, bridges and - All porcelain margins - Empress I single restoration (layering or - Empress I single restorations	2 <sup>nd</sup> 6 months *	20.26	20.76	21.33
Composite	- Procera single units - Targis/Tescera onlays - Targis/Tescera posterior crowns	Thereafter*	23.50	24.09	24.75

**\*If proficient at required procedures**

		Feb1/04	Feb 1/05	Feb1/06	
<b>Esthetic Veneering Technician I.....</b>		<b>Hourly Rate</b>	23.50	24.09	24.75
Shall perform the following procedures plus any Technician II procedures:					
<b>Process</b>	<b>Procedure</b>				
Porcelain	- Design and trim dies - Special custom work - Full-mouth reconstruction work (a full - Final shaping, staining and - Empress I anterior restoration (layering - Empress II bridges - Procera crowns, multiple crowns				
Composite	- Targis/Tescera Anterior crowns - Targis/Tescera bridges				

		Feb1/04	Feb 1/05	Feb1/06	
<b>Esthetic Veneering Technician Specialist.....</b>		<b>Hourly Rate</b>	24.35	25.46	26.66

		Feb1/04	Feb 1/05	Feb1/06	
<b>Esthetic Specialist.....</b>		<b>Hourly Rate</b>	25.17	26.79	28.53

<b>Hourly Premium for:</b>		Feb1/04	Feb 1/05	Feb1/06
<b>Esthetic Veneering Process Supervisor Tech II</b>		.86	.88	.91
<b>Esthetic Veneering Process Supervisor Tech I</b>		1.28	1.31	1.35
<b>Tech II Trainer (applies while training)</b>		.41	.42	.43
<b>Tech I Trainer (applies while training)</b>		1.02	1.05	1.08

### Implant Department

		Feb1/04	Feb 1/05	Feb1/06
<b>Implant Technician Assistant II.....</b>		<b>Hourly Rate</b>		
Shall perform the following procedures:				
<b>Process</b>	<b>Procedure</b>			
	1 <sup>ST</sup> 6 months	13.20	13.53	13.90
	Thereafter*	15.53	15.92	16.36
Asst II training for				
	Asst I			
	1 <sup>ST</sup> 6 months	15.53	15.92	16.36
	2 <sup>nd</sup> 6 months *	16.15	16.55	17.01
	Thereafter*	16.49	16.90	17.37

\*If proficient at required procedures

		Feb1/04	Feb 1/05	Feb1/06	
<b>Implant Technician Assistant I.....</b>		<b>Hourly Rate</b>	16.49	16.90	17.37
Shall perform the following procedures plus any Assistant II procedures:		Asst I training for Tech II			
<b>Process</b>	<b>Procedure</b>	1 <sup>ST</sup> 6 months*	16.49	16.90	17.37
Preparatory	-Models. Mounting	2 <sup>nd</sup> 6 months *	17.20	17.63	18.11
Porcelain	- Investing, casting, knock-out and cutoff	Thereafter*	20.00	20.50	21.06
	- Metal polishing				
	- Waxing copings for ceramic metalwork				
	- Preliminary fabrication of structures				

**\*If proficient at required procedures**

		Feb1/04	Feb 1/05	Feb1/06	
<b>Implant Technician II.....</b>		<b>Hourly Rate</b>	20.00	20.50	21.06
Shall perform the following procedures plus any Assistant I procedures:		Tech II training for Tech I			
<b>Process</b>	<b>Procedure</b>	1 <sup>ST</sup> 6 months	20.00	20.50	21.06
	- Complete waxing and finishing of full	2 <sup>nd</sup> 6 months *	20.26	20.76	21.33
	- Complete waxing and finish of coping,	Thereafter*	23.50	24.09	24.75
	- waxing and finishing overdenture bar				
	- waxing and shaping (paralleling and				
	- Assembly, soldering and trimming				

**\*If proficient at required procedures**

		Feb1/04	Feb 1/05	Feb1/06
<b>Implant Technician I.....</b>	<b>Hourly Rate</b>	23.50	24.09	24.75
Shall perform the following procedures plus any Assistant II procedures: <b>Process</b> <b>Procedure</b> - mechanical and aesthetic components - Consultation on design, procedure and - Order components from supplier - Milling - Custom made components - Assemble parts - Special custom work beyond linking two (2) implants				

		Feb1/04	Feb 1/05	Feb1/06
<b>Implant Technician Specialist.....</b>	<b>Hourly Rate</b>	24.35	25.46	26.66

<b>Hourly Premium for:</b>		Feb1/04	Feb 1/05	Feb1/06
<b>Implant Process Supervisor Tech II</b>		.86	.88	.91
<b>Implant Process Supervisor Tech I</b>		1.28	1.31	1.35
<b>Tech II Trainer (applies while training)</b>		.41	.42	.43
<b>Tech I Trainer (applies while training)</b>		1.02	1.05	1.08

**Dispatch Department**

		Feb1/04	Feb 1/05	Feb1/06
<b>Clerk II.....</b>	<b>Hourly Rate</b>	13.94	14.29	14.69
<b>Process</b> <b>Procedure</b> Office				

		Feb1/04	Feb 1/05	Feb1/06
<b>Clerk .....</b>	<b>Hourly Rate</b>	15.71	16.51	17.37
<b>Process</b> <b>Procedure</b> Office				

		Feb1/04	Feb 1/05	Feb1/06
<b>Purchaser.....</b>	<b>Hourly Rate</b>	16.49	16.90	17.37
<b>Process</b> <b>Procedure</b> Office				
	- Preparing invoices for customers			
	- Delivery			

<b>Relief Supervisor</b> ..... <b>Process</b> Office	<b>Procedure</b> - Answering telephone - Order entry/booking cases into lab - Preparing day end reports - Completing daily computer back-up	<b>Feb1/04 Feb 1/05 Feb1/06</b>		
		<b>Hourly Rate</b>	18.80	19.27

<b>Senior Driver</b> ..... <b>Process</b> Delivery	<b>Procedure</b> - Maintenance of all fleet vehicle records, - Minor maintenance duties for each of	<b>Feb1/04 Feb 1/05 Feb1/06</b>		
		<b>Hourly Rate</b>	12.17	12.48

<b>Regular Driver</b> ..... <b>Process</b> Office customer	<b>Procedure</b> - Pick-up and deliver cases to	<b>Feb1/04 Feb 1/05 Feb1/06</b>			
		<b>Hourly Rate</b>			
		Start	10.88	11.16	11.46
After 44 days	11.27	11.56	11.87		

<b>Spare Driver</b> ..... <b>Process</b> Office	<b>Procedure</b>	<b>Feb1/04 Feb 1/05 Feb1/06</b>		
		<b>Hourly Rate</b>	10.88	11.16

## APPENDIX "C"

### TEAMSTERS LOCAL 213 HEALTH AND WELFARE PLAN AND TRUST FUND

- (a) Effective February 1, 1998, the Employer agrees to continue participation in the Teamsters Local 213 Miscellaneous Division Health and Welfare Plan and Trust Fund (The Plan and Fund) for all employees subject to the jurisdiction of this Agreement (hereinafter referred to as employees). The Employer will continue and/or commence contributions to the Plan and Fund of the following basis:
- (1) from the effective date for all employees who have completed the requirements set forth in (2) below; as of the effective date;
  - (2) for all other employees as of the effective date and all employees whose date of employment is after the effective date:
    - (i) from the first (1<sup>st</sup>) day of the month next following or coincident with the date which is one (1) month after his date of employment, contributions shall commence with respect to all benefits except Dental;
    - (ii) from the first (1<sup>st</sup>) day of the month next following or coincident with the date which is two (2) months after his date of employment, contributions shall commence with respect to Dental benefits;
    - (iii) from the date of employment for all benefits for any employee subject to the transfer provisions of the Plan.

The Employer agrees to make such monthly contributions to the Trust Fund for the benefits to be provided to its employees as the Trustees of the Plan and Trust Fund shall establish from time to time and do such other things as may be required to become and remain an Employer under the Plan and Trust Fund.

It will be the responsibility of the Employer to ensure that all employees complete such forms as are required in the operation and administration of the Plan and for making the required contributions to the Trust Fund on their behalf. Failure of the Employer to secure the necessary administration forms from employees, forward completed forms and/or remit contributions on the due date to the Administrator as appointed by the Trustees, will cause the Employer to be liable for any claims arising as a result of such failure.

It shall be the Union's responsibility to supply all necessary administration forms to the Employer.

The benefits as described below shall be provided to the employees in accordance with the terms and conditions of the Plan and Fund:

Medical Services Plan of B.C. Payment of premiums for coverage at such rates as may be established from time to time by the B.C. Government which has not opted out

Group Term Life Insurance \$20,000.00

Accidental Death and An amount equal to the Dismemberment Insurance Group Term Life Insurance

Weekly Indemnity Benefits 66\_% of weekly salary. Benefits to be paid on a first (1<sup>st</sup>) day accident, for the first (4<sup>th</sup>) day of sickness, 52 week duration basis (1/4/52) to the

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Long Term Disability Benefit      75% of monthly salary to a maximum benefit of \$1,000.00

Dental Benefit                              Basic (Part A) - 100% coverage  
Major Restorative (Part B) - 50% coverage  
Orthodontic (Part C) - 50% coverage

Extended Health Care Benefit      \$25.00 deductible  
100% reimbursement above deductible with vision care

Prescription Drugs                      Included with Extended Health Care and reimbursed subject to the terms of that benefit.

- (b)                      However, if any employee is otherwise covered for M.S.P., the employee may opt out of the M.S.P. coverage under this Agreement. If such other coverage ceases, then it shall be the employee's responsibility to notify the Employer and to request coverage which the Employer shall then provide immediately.
  
- (c)                      The Employer shall remit the required contributions under this Article to the Administrator appointed by the Trustees of the Teamsters Local 213 Miscellaneous Division Health and Welfare Plan by the tenth (10<sup>th</sup>) day of the month for which such contributions are due. Cheques are to be made payable to the Teamsters Local 213 Miscellaneous Division Health and Welfare Plan.
  
- (d)                      The Employer shall remit contributions for employees who are absent from work due to an illness or accident for up to fifty-two (52) weeks.

- (e) For employees who become laid off, the Employer shall remit contributions required to maintain the Medical Services Plan of B.C. coverage, Extended Health Care Benefit and Prepaid Prescription Drug Benefit if applicable and the Group Term Life Insurance Benefits. This lay-off provision shall take effect on the first (1<sup>st</sup>) day of the month following the month in which the employee was laid off and shall continue during the lay-off but for a maximum period of three months.
- (f) The cost of the Health and Welfare Plan shall be borne seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the employee. The employee's contribution shall be applied firstly to pay the whole of the Medical Services Plan premium, next the Extended Health Care Plan premium, then the Dental Plan premium, with the balance, if any, being applied to the rest of the benefits of the Health and Welfare Plan as described above.
- (g) When an employee goes off work due to illness or accident, the Employer shall continue to pay both his necessary welfare fees and Union dues to a maximum of one (1) year. Upon return to work the employee shall reimburse the Employer for the Union dues and the employee's share of the Health and Welfare Plan premiums paid on his behalf. If the employee fails to return, the Employer may deduct said amount from the employee's vacation pay. If at any time such monies are insufficient to cover the continued payment of Union dues and the employee's share of the Health and Welfare Plan premiums, the Employer may discontinue remitting Union dues and Health and Welfare Plan premiums after written notification to the employee and the Union.
- (h) In addition to the above Health and Welfare Plan, all employees who have passed the probationary period shall be paid on each pay day two percent (2%) of their gross wages as Sick Leave pay.
- (i) The Employer may, where he feels that any employee is abusing the provisions of this Article, request such employee to produce a certificate of a qualified medical practitioner, chiropractor and naturopath as authority for such absence. In any instance where an employee is found to be wilfully abusing the provisions of this Article, they may be suspended for up to three (3) days. Emergency dental treatment shall qualify an employee for sick pay provisions. Wherever possible, employees shall inform the Employer of required absence due to illness, accident or treatment under this clause.

**APPENDIX "D"**

For the purposes of paragraph 1 (c) of this Agreement, the following are Management personnel performing work within the scope of the bargaining unit.

**FINE ARTS DENTAL LABORATORIES LTD.**

<b>NAME</b>	<b>POSITION</b>
B. Morley	President and General Manager
A. Kumar	Manager, Dentures and Cast Partials Department
R. Vicic	Manager, Crown and Bridge Department
J. Battaglio	Co-Manager, Chilliwack
D. McCulloch	Co-Manager, Chilliwack
B. MacMillan	Manager, Dispatch Department
R. Lo	Manager, Esthetics Veneering Department
A. Barrie	Manager, Implants and Orthodontics Department

**LETTER OF UNDERSTANDING No. 1**

**BETWEEN: FINE ARTS DENTAL LABORATORIES LTD.**

(hereinafter referred to as the "Employer")

**AND: TEAMSTERS LOCAL UNION No. 213**

(hereinafter referred to as the "Union")

It is AGREED AND UNDERSTOOD by and between the Employer and the Union that:

1. This Letter of Understanding shall be attached to and form part of the collective agreement signed by the Employer and the Union this date, and shall be in effect for the term of said collective agreement.
2. C. Chung shall be paid three dollars (\$3.00) per week in addition to the amounts specified in Appendix "B" of the collective agreement as the rate applicable to a Second Class Technician. Such payment shall be discontinued in the event he becomes a Process Supervisor or a person in training leading to the classification of First Class Technician.
3. The laboratory established by the Employer in Port Coquitlam, B.C., shall be covered by the terms and conditions of the collective agreement in the event that any bargaining unit employees are employed.
4. The laboratory established by the Employer in Chilliwack, B.C., shall be covered by the terms and provisions of the collective agreement. The said laboratory shall have a separate seniority list in that location that is separate and apart from the Vancouver seniority list.

However, the following exception shall apply:

Drivers at the Chilliwack laboratory only, shall have a minimum guarantee of two (2) hours work or pay in lieu per day.

The Employer may establish a combination job consisting of laboratory work and dispatch office work, or any other combination of work that best meets the needs of the business and the available qualifications of employees. Generally, an employee in a combined job will be on the seniority list associated with their primary function, and be paid for the time and at the rate representative of the duties being performed.



