

**COLLECTIVE AGREEMENT**

**BETWEEN**

**INTERTEK TESTING SERVICES NA LTD.**

**AND**

**TEAMSTERS LOCAL UNION No. 213**

**January 1<sup>st</sup>, 2005 - December 31<sup>st</sup>, 2006**

**DON McGILL  
Secretary-Treasurer**

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**Membership:**

- 2:02 (a) All employees covered by this Agreement must be members in good standing of the Union.
- (b) All new employees covered by this Agreement shall be required to join the Union as a condition of employment with the Employer. It shall be the responsibility of the Company to have Union membership cards filled out and then forward them to the Union.
- 2:03 The Union shall have the exclusive right to determine who is a member in good standing.
- 2:04 Any employee covered by this Agreement who does not remain a member in good standing shall not be retained in the employment of the Company as an employee covered by this Agreement.
- 2:05 Any employee who is laid off for any reason and does not retain his membership in the Union will not retain his seniority with the Company.

**Authorization of Deductions:**

- 2:06 New employees covered by this Agreement shall be required to sign authorization cards for deduction of initiation fees, dues and assessments as required by the By-Laws of the Union. Such deductions shall be forwarded to the Union not later than the last business day of the month in which these deductions were made. It is understood that dues are payable monthly in advance. Dues shall be deducted from the second pay of the month previous to the month for which they are applicable.

The Company shall record on each employee's T-4 slip the total Union dues deducted and submitted on behalf of that employee.

**Picket Lines:**

- 2:07 It shall not be a violation of this Agreement or cause for discharge if an employee refuses to cross a picket line, which has not been declared illegal by the Labour Relations Board or a Court of Competent Jurisdiction.

**Unfair Jobs:**

2:08 It shall not be a violation of this Agreement or cause for dismissal for an employee to refuse to handle, receive, ship, or transport any materials or equipment considered unfair by the Union or the Building Trades Councils of B.C. or to work with or to receive from any persons or firms who are considered unfair by the said Union or any of the said Building Trades Councils.

**Strike and Lockout:**

2:09 During the term of this Agreement, there shall be no lockout by the Company, and no strike, stoppage of work or slow-down, either partial or general, by the Union members in the bargaining unit.

**Shop Stewards:**

2:10 Shop stewards shall be recognized by the Company and shall not be discriminated against. The Company shall be notified by the Union of the name or names of such stewards. Reasonable time shall be given to the shop steward to carry out his duties. The Union shall be notified in writing if a shop steward is discharged for cause and such cause shall be stated in the reasons. Executive officers of the Union or shop stewards, who are required to attend meetings at the call of the Union, shall be allowed reasonable time off by the Company.

2:11 The Business Representative of Local 213 shall have access to all jobs and places, etc. covered by this Agreement in carrying out regular duties, after first notifying the Employer.

**ARTICLE 3 - HIRING**

3:01 When employees in a position covered by this Agreement are required, Union members having the necessary qualifications and confirmation from the Union shall be given fair consideration. Employees hired elsewhere shall have twenty-one (21) working days in which to become a member of the Union. When new employees are hired, the Company shall notify the Union and Shop Steward within twenty-one (21) working days.

**Contracting Out:**

3:02           The Company agrees that all work performed by employees in the bargaining unit will not be let out to contract or carried out by hired equipment if appropriate Company equipment is available for this work and employees in the bargaining unit normally performing this work would be laid off.

**Contract Work:**

3:03           When the contracting out of work covered by this Agreement does not affect either the number of Union members on the active payroll of the Company, or the return to the active payroll of the Company of members on layoff, then consent to contract out shall not be withheld.

**Casual and Relief Employees:**

- 3:04           (a)    Casual employees are to be hired on an incidental or temporary basis to provide support work.
- (b)    Relief employees are to be hired on a temporary basis to relieve employees on leave or vacation.
- (c)    Casual and relief employees will not be carried on the seniority list or accumulate seniority.
- (d)    Time worked by casual and relief employees will not be credited to the probationary period.
- (e)    Casual and relief employees are only entitled to the benefits specified by law.
- (f)    Casual and relief employees must be hired as per Article 3:01.
- (g)    Casual employees are paid for all hours worked with a minimum of a four (4) hour call-out.
- (h)    Only two casual clerical and two technical employees may be hired at one time.
- (i)    Casual and relief employees shall not be hired so as to deprive a regular or laid off employee of work; or to curtail the number of full time employees.
- (j)    Casual employees shall be assigned tasks consistent with their competence and under supervision.

- (k) Casual employees shall only work within the normal hours as per Articles 8:01 and 8:02, as applicable.
- (l) Casual and relief employees shall be paid as per Appendix "A".

#### **ARTICLE 4 - NEW CLASSIFICATIONS**

##### **Rates and Effective Dates:**

4:01 The Company shall notify the Union when any new classification coming under the jurisdiction of this Agreement is added, or if there is substantial change in the duties of an existing job. The Union and the Company shall negotiate on the rate to be established and that rate, once established, shall be retroactive to the introduction date of the new classification.

#### **ARTICLE 5 - DISCHARGE OF EMPLOYEES**

##### **Discharge:**

- 5:01 (a) The Company has the right to discharge any employee for just cause. Employees shall be notified, in writing, the reason for their dismissal. A copy of the dismissal notice shall be forwarded to the Union.
- (b) Employees will be given a copy of all disciplinary or derogatory documents that will be placed in their personnel file. It is agreed that no other unrelated disciplinary or derogatory documents will be recognized by the Union, the employees or the Company.
- (c) Dismissal letters which are signed for shall indicate that the employee is signing without prejudice.

#### **ARTICLE 6 - MANAGEMENT RIGHTS**

##### **Management:**

6:01 The management, operation and the direction and promotion of its working forces is the exclusive responsibility of the Company, provided however, that nothing in any of the provisions of this clause shall in any way limit, void or affect the other provisions of this Agreement.

## ARTICLE 7 - WAGES AND WAGE STATEMENTS

### Wages:

7:01 The Company shall pay wages to every employee covered by this Agreement at the hourly rates contained in Appendix "A" for the various classifications listed therein. Appendix "A" shall be deemed to be contained in and form part of this Agreement.

### Statement:

7:02 The Company shall provide every employee covered by this Agreement with a separate detachable written or printed itemized statement in respect of all payments made to such employee by the Company. Such statement shall show the regular hours worked, the total overtime hours worked, banked overtime, the rate or rates applicable, the gross amounts of wages, vacation pay and pay for Statutory Holidays, and all deductions made therefrom. Meal, travel and accommodation expenses are reimbursed separately, and provided to the employee along with a statement for those expenses.

7:03 Employees shall be paid every second Wednesday within ten (10) working days of the end of the pay period.

7:04 Vacation pay shall be paid on a separate cheque and paid in accordance with Article 11:02.

7:05 If an employee is terminated by the Company he shall be paid all monies due. The monies due will be payable through the payroll office and will be mailed to the employee.

7:06 If an employee terminates of his own accord he will be paid within two (2) weeks of termination.

## ARTICLE 8 - HOURS OF WORK AND OVERTIME

### Hours of Work:

8:01 (a) **Technical Staff**

The normal work week for all Technical Staff covered by this Agreement shall be five (5) days of eight (8) hours duration each, commencing Monday at 7:30 a.m. and ending Friday at 4:00 p.m.

- (b) The starting time may be varied (subject to mutual consent by the employee and the Employer) to include 6:00 a.m., 6:30 a.m., 7:00 a.m., 7:30 a.m., 8:00 a.m., 8:30 a.m., 9:00 a.m.

8:02 (a) **Clerical Staff**

The normal work week for all Clerical Staff covered by this Agreement shall be five (5) days of seven and one-half (7 ½) hours duration each, commencing Monday 7:30 a.m. and ending Friday 3:30 p.m. subject to Article 8:02 (b). The normal work week for the Receptionist position shall be five (5) days of eight (8) hours duration commencing on Monday 7:30 a.m. and ending Friday 4:00 p.m.

- (b) The normal starting time may be varied (subject to mutual consent by the employee and the Employer) to include 7:00 a.m., 7:30 a.m., 8:00 a.m., 8:30 a.m., 9:00 a.m.

8:03 (a) Any employee who reports to work shall be paid not less than his regular full shift.

- (b) Employees may request time off. If granted the employee shall only claim wages for hours worked.

8:04 Any employee called back after having worked that day or his shift shall receive a minimum of two (2) hours pay if no work is performed and four (4) hours shall be paid if any work is done at the applicable overtime rates.

**Break Between Shifts:**

8:05 Ten (10) hours shall be the minimum break between the end of a shift and the start of the next shift, otherwise overtime rates will apply to the end of the break and regular time for the remainder of the eight (8) hour shift.

**Late Start:**

8:06 Employees called in after their regular starting time shall receive pay from their regular starting time. Employees so called shall be allowed up to one hour to report for work unless reasonable circumstances warrant a longer reporting time being allowed.

**Daily Overtime:**

8:07 All time worked in addition to the employee's daily shift length (i.e. 7 ½ or 8 hours) shall be paid at double time.

- 8:08 (a) All overtime shall be voluntary by seniority. If overtime is necessary, the least senior qualified to do the work shall be required to work if the overtime to be worked is less than one (1) hour.
- (b) If the overtime to be worked is greater than one (1) hour, a minimum of two (2) hours notice shall be given to the qualified employees prior to the end of the shift unless otherwise mutually agreed upon.
- 8:09 (a) Overtime shall be divided as evenly as possible. An employee who refuses to work overtime will have that time credited as time worked for the purpose of distributing overtime. If another fully trained and qualified employee through this paragraph demands the hours, they are paid the rate of the employee that was requested to do the work, i.e. the rate for that job.
- (b) **Banked Overtime**
1. All regular hourly paid employees may make arrangements with the Company to bank overtime to a maximum of 40 straight time hours per year. Such time off will be granted by mutual agreement and taken on the basis of seniority.  
  
It is recognized that the timely use of this time off may be mutually beneficial during slow work periods.
  2. Any hourly paid employee who wishes to bank overtime shall make a request in writing and it shall be approved in writing.
  3. The Company will keep a record of all banked overtime. Employees wishing to confirm the amount of overtime they have banked may do so upon request.
  4. Any overtime banked on a pay period will be shown on the pay statement as per Article 7:02.
  5. Banked overtime will be calculated on the basis of two (2) straight time hours for every overtime hour worked.
  6. All unused banked overtime as of April 30th of every year will be paid out by the Company, on a separate cheque to be paid on the date the employee is paid his regular wages for April 30th.
  7. When an employee leaves the Company he shall be paid all banked overtime as per Article 7:03, 7:04, 7:05, and 7:06.

8. Once an employee selects banked vs. paid overtime, he shall remain on that system until April 30th, at which time paragraph 2 again becomes effective.
9. In the event the Company Banked overtime policy improves, equivalent improvements shall become part of this contract.

**Normal Days Off:**

8:10 Double time (2x) shall be paid for all hours worked on an employee's normal day off. When an employee is called in to work on his normal day off he shall receive a minimum of four (4) hours at double time.

**Shifts:**

- 8:11
- (a) Where more than one shift is required and continued for two (2) or more consecutive days, eight (8) hours exclusive of a meal period shall constitute a shift. Shifts shall not commence more than one (1) hour prior to the end of the previous shift.
  - (b) A shift differential of ten percent (10%) of the straight time hourly rate shall be paid for the second shift and a shift differential of fifteen percent (15%) of the straight time hourly rate shall be paid for the third shift.
  - (c) An employee may by mutual agreement return to his regular shift, prior to the end of the scheduled swing shift. He will then be paid at his regular rate.
  - (d) An employee may be re-assigned to his regular shift prior to completion of his swing shift. He shall then qualify for overtime rates for the last shift worked prior to returning to his regular shift.
  - (e) An employee shall undergo no more than two (2) shift changes in a regular week. Shift changes will be shared by seniority.

**ARTICLE 9 - SENIORITY**

**Probationary Period:**

- 9:01
- (a) All new employees shall have a probationary period of sixty (60) working days. Qualification for Statutory Holidays and sick leave shall be satisfied on completion of thirty (30) working days.
  - (b) Newly hired employees shall be informed of their status when hired.

**Seniority List and Classification:**

- 9:02 (a) The Company shall keep on its premises an up-to-date list of all employees covered by this Agreement, showing the date when each commenced his employment, classification and social insurance number. The Company will forward a copy of this list to the Union, at least once every six (6) months.
- (b) Employee's seniority shall apply from the first day of hire as a regular employee.

**Layoff and Rehire:**

- 9:03 (a) The Company when laying off employees shall lay them off in reverse order of their seniority providing the retained employee has the required qualifications.
- (b) Any employee who has completed one (1) year of service with the Company shall receive one (1) week's notice if he is to be laid off. Any employee with two (2) or more years shall receive two (2) weeks' notice.
- (c) In the event that an employee is offered continued employment at another classification, the employee shall be required to perform any such classification if the employee has the required qualifications and is capable of performing the job, otherwise the employee shall forfeit the lay-off notice as per Article 9:03 (b).
- (d) Once an employee has been laid off as per Article 9:03 (b), then the employee shall be notified the day prior to recall or further lay-off.
- (e) A recalled employee must work twenty (20) days within a five (5) week period to re-qualify for Article 9:03 (b).
- (f) When an employee has been given a lay-off date, all days worked after the lay-off date shall be counted as recalled days as per Article 9:03 (d).
- 9:04 When vacancies occur, the Company shall re-hire laid off employees according to their seniority and qualifications.

**Job Posting:**

- 9:05 The Company shall post, and keep posted, for not less than seventy-two (72) hours, or three (3) consecutive working days, in a conspicuous place, at each place of business maintained by the Company, notice of vacant positions, new positions and promotions covered by this Agreement. Any employee of the Company covered by this Agreement may apply for any such vacant or new position and the Company shall fill such position with the applicant employee who has the greatest seniority, provided that such employee has the required qualifications, and is capable of performing the job.
- 9:06 Any employee, however, who previously worked at the classification as a posted employee and/or has the required qualifications and is capable of performing the job may be given preference.
- 9:07 The successful applicant shall be on probation in his new job for twenty-one (21) working days during which time he may be returned to his former job if he does not make satisfactory progress or if he applies to the Company to be returned.
- 9:08 If an employee covered by this Agreement is transferred to a Management position, that employee shall be on probation in his new position for ninety (90) days during which time he may be returned to his former job without loss of status if he does not make satisfactory progress or if he applies to the Company to be returned.
- 9:09 No employee may change job positions through the posting procedure more than twice in any twelve (12) month period, unless agreed by the Union and Management. The Union shall receive copies of all the postings and the assignments of such postings.

**New Employee Seniority Re-Qualify:**

- 9:10 (a) Any new employee who, in the twelve (12) month period from his first day of employment with the Company, is not employed for a greater period than six (6) months shall not be credited with seniority for the period worked and, if re-hired, shall be considered as a new employee.
- (b) A new employee shall be credited with seniority when the new employee has qualified as per Article 9:01 (a).
- (c) This Article does not apply when a relief employee is hired who works less than five (5) consecutive working days.

**Loss of Seniority:**

- 9:11 Seniority will not be retained by any employee who is terminated for lack of work and who is not re-hired within a period of twelve (12) months from the date of termination.
- 9:12 Should a properly notified employee, however, not report for work then his name would be removed from the seniority list. Those employees affected by a layoff shall keep the Company advised of their current address and available telephone number.

**ARTICLE 10 - STATUTORY HOLIDAYS**

**Entitlement:**

- 10:01 Except as otherwise stated in this Agreement every employee covered by this Agreement who has completed his probationary period shall receive a day's pay for the following Statutory Holidays in accordance with Article 10:02 (a) through (c): New Year's Day, Heritage Day (third Monday in February), Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, December 31, and any other holiday proclaimed by the Provincial or Federal Government, provided however, that the employee shall have worked his "scheduled" work day before such holiday, and his "scheduled" work day after such holiday, unless express permission to be absent shall be obtained from his Supervisor. Any employee required to work on any of the above holidays shall receive double time in addition to the day's pay.

**Qualify:**

- 10:02 (a) Employees with more than two (2) years seniority must have worked within thirty (30) days before the Statutory Holiday or within thirty (30) days after the Statutory Holiday.
- (b) Employees with more than one (1) year seniority but less than two (2) years seniority must have worked within thirty (30) days before or must have worked within fifteen (15) days after the Statutory Holiday.
- (c) Employees with less than one (1) year seniority must have worked within fifteen (15) days before the Statutory Holiday or must have worked within fifteen (15) days after the Statutory Holiday.

**Observation of Statutory Holidays:**

10:03 If a Statutory Holiday falls on Saturday or Sunday, the following Monday shall be observed as the holiday. If two (2) consecutive Statutory Holidays fall on Saturday and Sunday, the previous Friday and the following Monday, or the following Monday and Tuesday, shall be observed as the Holidays or as mutually agreed upon by the Company and the Union.

**Statutory Holidays When Off Sick:**

- 10:04
- (a) The Company shall pay employees for all Statutory Holidays falling within the first three (3) months following date of absence due to illness or accident.
  - (b) To qualify an employee must either return to work or continue to be incapable of working due to illness or accident.
  - (c) Employees returning to work will be paid on their return. Employees incapable of returning to work shall be paid after the completion of the three (3) months as per Article 10:04 (a).
  - (d) To provide a full day's wages, the Employer shall make up the difference between the rate received from Weekly Indemnity Benefits or W.C.B. Benefits.

**ARTICLE 11 - ANNUAL VACATIONS**

11:01 Eligible employees are entitled to vacation based on a vacation credit system established each year on May 1<sup>st</sup>. Vacations resulting from service in the previous twelve (12) months (May 1<sup>st</sup> through April 30<sup>th</sup>) shall be taken within the actual vacation year.

Clerical staff vacations are accumulated and paid on the basis of seven and one-half (7½) hours per working day (thirty seven and one-half (37½) hours per week). Technical staff at eight (8) hours per day (forty (40) hours per week).

11:02 Vacation is accrued for each year on the basis of the following table and is effective on May 1<sup>st</sup> of each year. After May 1<sup>st</sup> employees are required to qualify for vacation entitlement by working a minimum of twelve hundred (1200) hours in the year.

The percentage will be calculated on the annual gross earnings, excluding paid vacation time.

Less than one year of CONTINUOUS SERVICE on May 1 <sup>st</sup> .	1¼ days for each month worked up to a maximum of 15 working days	OR 4% whichever is greater
More than one year, but less than six years of CONTINUOUS SERVICE on May 1 <sup>st</sup> .	15 working days (3 weeks)	OR 6% whichever is greater
More than six years, but less than seven years of CONTINUOUS SERVICE on May 1 <sup>st</sup> .	16 working days	OR 6.4% whichever is greater
More than seven years, but less than eight years of CONTINUOUS SERVICE on May 1 <sup>st</sup> .	17 working days	OR 6.8% whichever is greater
More than eight years, but less than nine years of CONTINUOUS SERVICE on May 1 <sup>st</sup> .	18 working days	OR 7.2% whichever is greater
More than nine years, but less than ten years of CONTINUOUS SERVICE on May 1 <sup>st</sup> .	19 working days	OR 7.6% whichever is greater
More than ten years of CONTINUOUS SERVICE on May 1 <sup>st</sup> .	20 working days (4 weeks)	OR 8.0% whichever is greater

- 11:03 Employees absent through Workers' Compensation or illness shall receive the normal vacation provision they would otherwise be entitled to for that vacation year.
- 11:04 On termination, employees shall receive their vacation entitlement proportionate to the number of hours worked.
- 11:05 Employees shall be entitled to take their vacation in one (1) continuous period, but may work with the Company in an effort to maximize service to clients.
- 11:06 Should the Company request employees who are on vacation to return to work during their vacation period, the Company shall pay employees wages equivalent to those paid for working Statutory Holidays.

11:07 The Company shall work with the Union in an effort to increase the number of employees allowed vacation at any one time.

The Company shall allow at least one unionized employee from each department (Technical Staff, Clerical Staff), off on annual vacation at one time if less than 5 people or 2 if 5 or more people are in a department.

11:08 In the event the Company vacation plan improves beyond Article 11:02 equivalent improvements shall become part of this contract. The Union shall be notified in writing.

11:09 (a) No later than March 1<sup>st</sup> of each year, the Employer shall post a vacation list on the Bulletin Board, and each employee, in order of seniority in his group, shall apply for his vacation on such list at a time same is desired, and such requests must be completed by May 1<sup>st</sup> of each year. Employees failing to declare their vacation prior to May 1<sup>st</sup> shall not displace the vacation schedule of a junior employee who has made his choice by the May 1<sup>st</sup> deadline.

(b) Full vacation weeks (five (5) vacation days) shall be posted and additional vacation days may be taken at alternate times by mutual agreement.

11:10 Employees shall choose their time off for their annual vacations by seniority.

## **ARTICLE 12 - GENERAL WORKING CONDITIONS AND RULES**

### **Meal and Work Breaks:**

12:01 The Company shall not require any employee covered by this Agreement to work less than four (4) or more than five (5) consecutive hours at any time without a minimum of at least one-half ( $\frac{1}{2}$ ) hour or a maximum of one hour off work.

### **Meal Breaks for Overtime:**

12:02 (a) Where overtime is worked beyond two (2) consecutive hours the employee shall be paid fourteen dollars (\$14.00) to cover the cost of the meal. The time spent on meal break shall not be considered as time worked.

Employees will be entitled to the meal allowance regardless of whether they take the meal break or continue working.

- (b) When the employee is travelling (out-of-town) on behalf of the Company and the Company pays for the meals (expense claim), the employee may claim the \$14.00 or submit his expense for reimbursement, but not both.
- (c) When the Company provides the meal the employee shall not claim the \$14.00.
- (d) To qualify for overtime meal on Statutory Holiday or weekend, employees must first complete ten (10) hours and then again after an additional four (4) hours, etc.

12:03 Should overtime continue beyond four (4) hours following the time allowed for a meal break then a further meal break shall be allowed with the same conditions as outlined above.

12:04 This condition shall be repeated each four (4) hours.

**Coffee Breaks:**

12:05 A coffee break shall be allowed each employee of the Company at approximately midway of the first half of the shift and at approximately midway of the second half of the shift. Time allowed for coffee breaks shall be fifteen (15) minutes each.

**Labour Management:**

12:06 The Company shall establish, or continue, during the term of this Agreement a Labour Management Committee, which shall meet during working hours, at least once each quarter. A senior representative of management, or his delegate, shall attend these meetings.

**Safety Meetings:**

12:07 The Company shall establish or continue a Safety Committee of which management personnel shall not outnumber Union members. This Committee may meet in conjunction with the Labour Management Committee, and shall operate as required by the Workers' Compensation Board regulations.

**Safety Equipment:**

12:08 Whenever the Company or the Workers' Compensation Act regulations require equipment to be worn on the job, such equipment shall be provided by the Company at no cost to the employee. The employee shall be held responsible for such equipment and shall be charged for any damage or loss for which he can reasonably be held responsible.

**Vehicle Safety:**

12:09 Drivers or operators shall not be required to operate any vehicle which violates safety requirements. It shall be the driver's responsibility to report in writing to the Management any vehicle considered unsafe. Such vehicle shall be tagged "OUT OF SERVICE" until properly repaired.

**First Aid:**

12:10 The Company when requiring first aid men, who work at other duties, in addition to their regular rate shall pay such employees for the ticket required at the following rates:

Effective January 1<sup>st</sup>, 2003 - \$0.75 per hour for a Level 1 ticket

Effective January 1<sup>st</sup>, 2003 - \$1.00 per hour for a Level 2 ticket

Effective January 1<sup>st</sup>, 2003 - \$1.25 per hour for a Level 3 ticket

**On Job Injury:**

12:11 When an employee meets with a personal accident or injury while on the job, he shall be paid his full day's wages for the day of the accident.

**Time Off Re Accidents:**

12:12 Should an employee be involved in an accident while on Company time, and/or Company business, with a Company vehicle or his own vehicle, he shall be allowed time off without loss of pay to go to Court or any other agency as may be required. The Company will supply representatives for the employee if the employee is not otherwise represented by his own insurer and was acting within the scope of his duties, and if there is any possibility of the Company being involved in any action because of the accident. The above to apply if required to appear as a witness on behalf of any case or accident as outlined above.

**Jury Duty:**

- 12:13 The Company shall continue to pay any employee whose absence is due to serving Jury Duty, provided however, that all sums received by way of payment for Jury Duty shall be paid back to the Company, to the end that no employee shall receive both his regular applicable rate and Jury Duty pay.
- 12:14 It is agreed that employees must make themselves available for work when not required to be in attendance as jurors.

**Bereavement Leave:**

- 12:15 In the event of a death in his immediate family and upon the request of a regular employee, three (3) straight time regular days off will be paid for by the Company. If an additional day is required to make funeral arrangements it may be requested and will be paid for by the Company. Immediate family shall be defined to include a wife, husband, son, daughter, mother, mother-in-law, father, father-in-law, grandparents, brother or sister. In addition, if the employee is notified of the death while he is working he will be excused from and paid for the balance of that working shift, and such time shall not be charged against the three (3) days of leave. Granting of bereavement leave for relatives or dependents other than those described above shall be at the discretion of the Company. Step-mother and step-father shall be deemed as mother and father. Common-law spouse shall be deemed to be husband or wife.

**Maternity Leave:**

- 12:16 Upon completion of the probation as per Article 9:01 a pregnant employee shall qualify for maternity leave.
- i. Upon request the employee shall be granted leave of absence without pay for a period of not more than 18 weeks. A maximum of 6 weeks extension shall be granted with a medical certificate.
  - ii. The period of maternity leave without pay shall be within 11 weeks before the expected date of termination of the pregnancy.
  - iii. The employee may, with the agreement of the Employer, adjust the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.
  - iv. At the end of a maternity leave, the employee is reinstated in her previous position providing she returns to work on the next regular working day following the expiration of her maternity leave. If the position is no longer available, another position of equal salary and grade is offered to the employee.

- v. The Employer shall maintain the Health and Welfare coverage as per Article 15:02.
- vi. Vacation entitlement and vacation pay shall continue to accrue while an employee is on maternity leave providing the employee returns to work for a period of not less than six (6) months.
- vii. An employee who returns to work after the expiration of maternity leave shall retain her seniority and shall be credited with seniority for the period of time covered by the maternity leave.
- viii. Parental leave as per the **Employment Standards Act**.

**Leave of Absence:**

12:17 Leaves of absence may be granted at the discretion of the Company. All applications for leaves of absence must be made in writing; all applications will be replied to in writing and a copy of such will be remitted to the Union. Employees' seniority protection shall be in accordance with the Union regulations.

Any employee hereunder on leave of absence engaged in gainful employment without prior written permission from both the Company and the Union shall forfeit his seniority and his name will be stricken from the seniority list and he will no longer be considered as an employee of the Company.

**Medical Examinations:**

- 12:18
- (a) The Company shall pay employees who are requested by the Company to take a physical examination. The examination shall be during working hours.
  - (b) 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 applied:
    - i. The Company shall assign the employee to other duties, if possible. In the event it is claimed that the employee is totally incapacitated, the Company shall notify the Union of the medical findings in respect of the employee.
    - ii. Should the Union or the employee disagree with the said findings, the employee, at his own expense, shall have the right to be examined by his personal physician.
    - iii. Where there is no agreement between the two physicians on the condition of the employee, the two physicians shall select a

medical consultant to examine the employee with respect to the dispute.

- iv. The findings of the consultant shall be final and binding.
- v. The remuneration of the consultant shall be borne by the Company and the Union on an equal basis.
- vi. Should the consultant deem the employee to be capable to return to work but not to his assigned duties, the employee shall be retrained and reassigned to an existing job within his capabilities and seniority. This shall also apply to employees returning from a Workers' Compensation Board compensable injury.
- vii. Should the consultant deem the employee to be capable of carrying out his regularly 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.

- (c) All employees who are required to work in fumes or dusty areas which may be irritating or injurious to their health shall, if requested, be given medical examinations at least every six (6) months or as otherwise governed by Workers' Compensation Board regulations. Examinations shall be paid for by the Company and taken during the employees' regular hours of employment.

**Licences and Bonding:**

- 12:19 Should the Company or the Superintendent of Motor Vehicles require licences for the job he is doing, such as air tickets, or require an employee to be bonded, the Company will allow time off and the use of Company equipment as required without loss of pay to the employee, and the Company shall be required to pay for any examination (including medical), licences or bonds they require.
- 12:20 Should an insurance company refuse to insure any employee, every consideration will be given to the employee so that he will not lose his employment.

**Higher Classification:**

- 12:21 Employees shall not be paid less than their regular hourly rate for the day.
- 12:22 If an employee works at a classification of a higher rate for less than two (2) hours, he shall be paid a minimum of four (4) hours at the higher rate and if

he works at a classification of a higher rate for more than two (2) hours, he shall be paid the higher rate for the whole shift. When because of lack of work in his normal classification an employee is transferred to a lower classification, he shall be paid the highest rate of pay in the lower classification.

**Protective Clothing:**

12:23 The Company agrees to furnish the following items for use by the employees which shall be worn at all times when on the job. The employees shall be held responsible for such equipment and shall be charged for any damage or loss for which he can reasonably be held responsible. It is mandatory that such equipment be worn as required by regulations of the Company and by regulations of the Workers' Compensation Board.

- (a) Safety helmets or hard hats.
- (b) Goggles and/or face shields for grinding or dusty operations.
- (c) Respirators for dusty operations.
- (d) Rubber boots and rain gear for wet outside yard operations.
- (e) Rubber gloves where required for the handling of harmful liquids.
- (f) Upon request the Company shall supply to employees, on an exchange basis, Union made coveralls and gloves. Such articles to be maintained and delivered by a company having an agreement with a Teamster Local Union. Such clothing shall be of proper fit for each employee. When the wearing of coveralls or lab coats is required for appearance it is subject to the comfort of the employee. When required for safety, protective clothing must be worn.
- (g) The Company shall supply safety boots or safety shoes as requested on an exchange basis at no cost to the employees who have three (3) months service. The safety boots or safety shoes allowance shall be one hundred and twenty dollars (\$120.00). The employee shall be limited to one pair of safety boots or safety shoes each year. It shall be mandatory for each employee to wear safety boots or safety shoes.

**Washrooms and Lunchrooms:**

12:24 The Company agrees to maintain in its premises adequate, clean, sanitary washrooms having hot and cold running water and toilet facilities. In addition, there shall be provided adequate lunchrooms, which shall be kept clean and tidy, and free from litter.

**Variance of Agreement:**

12:25 It is further agreed that this Agreement shall prohibit the making or carrying out of any plan, scheme or device which would have the effect of circumventing or defeating any or all of the provisions of this Agreement, which would deprive any employee of employment.

**Hand Tools**

- 12:26
- (a) The Company agrees to supply to each employee hand tools that are necessary for the technician to perform his normal duties.
  - (b) The employee shall be responsible for the care and control of the tools which have been supplied.
  - (c) The Company agrees to replace any tools which are inoperable, broken, or stolen due to a break in on the Company premises.
  - (d) All Company supplied tools shall remain on the Company's premises at all time.

**ARTICLE 13 - TRANSPORTATION AND BOARD**

**Travelling:**

- 13:01 In the event that any employee is required to work away from his normal place of work or is required to remain overnight, the Company shall pay:
- (a) All travelling expenses, including meals, to and from such place of work and travelling time shall be paid at straight time rates of pay with not less than eight (8) hours per day. The employee may be required to work the balance of his normal shift if travelling time has been less than eight (8) hours. If conditions warrant an employee to drive a Company vehicle for other than travelling to the areas as described above he shall be paid as regularly employed. All travel time shall be paid and considered as time worked.

**Board:**

- (b) All expenses shall be paid for reasonable living accommodation and meals where the employee is required to live away from his normal living accommodation; this will include the reasonable costs of long distance calls to the employee's home.

- (c) If any employee is required to work away from home and stay away from home for one night or more, he shall be paid subsistence allowance of one dollar (\$1.00) per hour for all hours worked.

**Personal Vehicles:**

- 13:02 Effective January 1<sup>st</sup>, 2005 the Company shall pay a vehicle allowance of thirty-nine cents (39¢) per kilometre for the use of the employee's own vehicle for transporting himself and/or other employees and/or materials and equipment necessary for their daily job duties, from the office to and from jobs or projects where such use is approved by the Company.
- 13:03 Travelling time and mileage shall be paid on the basis of the distance from the Coquitlam office (1500 Brigantine Drive, Coquitlam, BC V3K 7C1) to the designated projects or job sites.

**ARTICLE 14 - GRIEVANCE PROCEDURE**

**Qualifying Period:**

- 14:01 If, during the term of this Agreement, there should arise any difference between the Parties bound by this Agreement concerning its interpretation, application, operation, or any violations thereof, an endeavour shall be made to settle the difference between representatives of the Company and the Union. Where a grievance refers to a particular occurrence or incident other than a payroll error no consideration shall be given to either party unless such grievance is submitted within fifteen (15) days from the date of the alleged occurrence or incident. In case of payroll errors the time limit will be thirty (30) days.

**Time to Resolve Dispute:**

- 14:02 In the event that the said representatives fail to reach a satisfactory settlement within seven (7) days after the difference was submitted to them, or within such time as the Parties agree to, then it shall be referred to an Arbitration Board of three (3) persons as follows:

**Arbitration:**

- 14:03 The Party desiring arbitration shall appoint a member for the Board and shall notify the other party in writing of its appointment, and particulars of the matter in dispute.
- 14:04 The Party receiving the notice shall, within five (5) days thereafter, appoint a member for the Board and notify the other party of its appointment.

14:05 The two arbitrators so appointed shall confer to select a third person to be Chairman and failing for three (3) days from the appointment of the second of them to agree upon a person willing to act, either of them may apply to the Honourable, the Minister of Labour, to appoint such third member.

14:06 The Arbitration Board shall sit, hear the Parties, settle the terms of the question to be arbitrated, and make its award within ten (10) days from the date of the appointment of the Chairman, provided the time may be extended by agreement of the Parties.

**Suspension or Discharge:**

14:07 If the Arbitration Board finds (or if at an earlier stage of the Grievance Procedure, it is found) that an employee has been unjustly suspended or discharged, that employee shall be reinstated by the Company without loss of pay and with all his rights, benefits and privileges which he would have enjoyed if the suspension or discharge had not taken place and PROVIDED THAT the Arbitration Board, if circumstances are established before it, which in the opinion of the Arbitration Board, makes it just and equitable to do so, shall have authority to order the Employer to pay less than the full amount of wages lost.

14:08 The Arbitration Board shall have the power to substitute a suspension in lieu of a discharge.

**Appeal of Decision:**

14:09 If the award of the Arbitration Board is subsequently set aside by a Court of competent jurisdiction, the question shall, at the request of either Party, be submitted to another Arbitration Board appointed pursuant to, and with all the powers provided by this Clause.

**Cost of Chairman:**

14:10 The expenses and remuneration of the Chairman shall be paid by the Parties in equal shares.

**ARTICLE 15 - HEALTH AND WELFARE**

15:01 (a) Effective May 1<sup>st</sup>, 2002, the Employer agrees to contribute \$300.00 per month to the Teamsters Local 213 Health and Welfare Plan; the Plan to be administered by the Teamsters Local Union 213 for all employees of the Company who are members of the Union coming under the jurisdiction of this Agreement.

- (2) It will be the responsibility of the Employer to ensure that all Union employees are enrolled in the Plan and for making remittances on their behalf. Failure of the Employer to enrol employees, forward completed forms and/or remit on the due date, being the tenth (10<sup>th</sup>) day of each month, to the Trustees will cause the Employer to be liable for any Health and Welfare claims arising therefrom.
- (c) It shall be the Union's responsibility to supply all necessary forms to the Employer.
- (d) The Employer shall remit the premiums to the Teamsters Union Local 213 Administrator and it shall be the Trustees' responsibility upon receipt of the remittance to distribute same to the applicable carriers.
- (e) The Union Trustees shall have the right to amend/alter the benefit level of this Plan, or terminate the Plan should they deem it appropriate or necessary at which time an alternate equivalent plan would be offered.

**Eligibility:**

- 15:02
  - (a) Any member of the Union who is in the regular employment of the Company on the effective date of the Health and Welfare Plan, shall join the Plan immediately.
  - (b) All members subsequently hired will be eligible and join the Plan on the 1<sup>st</sup> of the month coincident with or next following the date of employment. If he was a member of a comparable plan in the previous thirty (30) days he will be eligible immediately.
- 15:03
  - (a) In the event an employee is laid off, the Company will pay one (1) additional month's premiums to ensure the employee is covered for the following month, thereafter 15:03 (b) applies.
  - (b) When an employee has been laid off for more than one (1) month until he re-qualifies per Article 9:03 (e), he shall receive health and welfare payments at the rate of \$10.00 per day worked thereafter to a maximum per month as in 15:01 (a).
- 15:04
  - The Company will reimburse an employee for the yearly eye exam previously provided to the employee and his/her dependents under the basic MSP coverage,

effective for any exam which occurs after this agreement came into effect.

**ARTICLE 16 - PROTECTION OF AGREEMENT**

16:01           Should the Company or any employee violate the terms of this Agreement as provided in Article 7 - Wages and Wage Statements, Article 8 - Hours of Work and Overtime, by paying or receiving less than full wages or overtime as provided in Articles 7 or 8 or failure to remit contributions to the Teamsters (Local 213) Health and Welfare Plan as per Article 15 - Health and Welfare, the following shall apply.

16:02           The Company shall pay double the amount of the difference between what should have been and that paid initially. This amount shall be paid forthwith to the Teamsters' Social and Sports Committee for its sole and discretionary use. The employee in receipt of such unlawful payment(s) shall be immediately suspended from employment until the said payment is made to the said Committee.

16:03           The Company shall then post a bond of one thousand dollars (\$1,000.00) with the Union. In the event of a further violation said bond shall be forfeited. The Company will post a further bond of two thousand dollars (\$2,000.00) with the Union, which in the event of a further violation will also be forfeited, with each forfeit a replacement bond of twice the value of the one preceding will be posted.

16:04           In all cases of alleged violation all pertinent Company payroll records shall be made available to the Union.

16:05           In the event of disagreement as to the violation of this Article, either party may proceed directly to Arbitration under Article 14.

**ARTICLE 17 - SAVINGS CLAUSE**

17:01           No employee who, prior to the date of this Agreement was receiving more than the rate of wages of this schedule, working fewer hours than stipulated in this Agreement, shall suffer a reduction in wages, conditions and holidays or increase in hours because of the adoption of this Agreement.

**ARTICLE 18 - SICK LEAVE**

18:01           For all employees who have completed the probationary period, paid sick leave shall be accumulated at the rate of one (1) day per month to a maximum of

eighteen (18) days. Sick leave accumulation begins upon completion of the probationary period.

18:02 Where any absence, occasioned by sickness or accident, is not covered for payment by either the Weekly Income Benefits as provided in the Health and Welfare Plan or Compensation, employees shall draw on time so accumulated in the following manner:

First day of absence - One (1) full day's pay  
Second day of absence - One (1) full day's pay  
Third day of absence - One (1) full day's pay

Thereafter, the balance of accumulated Sick Leave to be applied and paid at the full daily rate for each day the employee's absence exceeds twenty-six (26) weeks or the Weekly Indemnity period of the Health and Welfare Plan.

18:03 Sick leave as described above may be used in cases where an employee's spouse has given birth or a child is being adopted and the employee is required to miss work to attend to emergency matters.

18:04 Wilful abuse of this benefit by an employee shall result in immediate discharge.

18:05 A medical certificate shall be required to claim benefits under this provision.

**Sick Time:**

18:06 ITS offers the following incentives to benefit the staff and manage the sick time benefit:

- (a) average sick time per Union employee for the calendar year falls below average for the previous year; and
- (b) each individual whose total sick time is below the average for the year qualifies;
- (c) Payment at the rate of thirty percent (30%) of (their salary for their number of available days minus the average from a) above).

**ARTICLE 19 - "INTRODUCTION OF TECHNOLOGICAL CHANGE:"  
RETRAINING AND SEVERANCE PAY**

19:01 (a) The Company shall notify the Union at least thirty (30) working days in advance of the introduction of, or the automation of equipment which would affect the terms and conditions of

security of employment of any of the employees to whom this collective agreement applies.

- (b) When an employee's job is discontinued as a result of changes described in Article 19:01 (a) the employee shall have the option to transfer to other employment for which the employee is qualified or for which he/she can be trained for up to a maximum of twenty-one (21) working days during which time he shall be paid at the regular rate of his former classification, subject to the seniority provisions.
- (c) If the employee's seniority is insufficient to remain as an employee, or if the employee chooses to accept termination in lieu of a transfer to other work, he shall receive severance pay of one (1) week's pay for each year of service to a maximum of eight (8) weeks provided the employee has a minimum of one (1) year's continuous service with the Company. Employees who receive severance pay and are re-hired shall be considered as new employees.

#### **ARTICLE 20 - GENERAL**

##### **Gender:**

20:01               Wherever the use of the male gender is used herein, it shall also apply to the female gender wherever applicable.

#### **ARTICLE 21 - DURATION**

21:01               (a) This Agreement shall be for the period from and including January 1<sup>st</sup>, 2005 to and including December 31<sup>st</sup>, 2006. Either party to this Agreement may, within four (4) months immediately preceding December 31<sup>st</sup>, 2006, give to the other party written notice to commence collective bargaining.

- (b) 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 8 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.
- (c) It is mutually agreed that the operation of sub-section 2 of Section 50 of the **Labour Relations**

**Code of British Columbia** is specifically excluded from operation in this Agreement.

21:02           It is agreed and understood that all retroactive pay shall be paid in full within fourteen (14) days from date of signing.

21:03           This shall apply to all present employees.

21:04           All changes to the Collective Agreement shall be applicable on the effective date of the Agreement unless otherwise specified.

21:05           Should negotiations for a new Agreement extend beyond the expiration date of the current Agreement and providing there has been no legal strike or lock-out interrupting the negotiations, the initial increase in pay, if any, under the new Agreement shall be retroactive to January 1<sup>st</sup>, 2005 and otherwise the matter of retroactivity shall be one for negotiations between the parties.

21:06           Merit increases may be awarded to any employee at the sole discretion of the Company.

**ARTICLE 22 - PENSION PLAN**

22:01           Current employees will have the opportunity to join the Pension Plan within thirty (30) days of signing the Agreement, and again at the first (1<sup>st</sup>) of each year - terms to be developed to ensure equal costs to Company.

22:02           New employees would receive the opportunity to join the Pension Plan within thirty (30) days of completion of their probation period.

**ARTICLE 23 - PROCEDURE FOR APPLICATION FOR RECLASSIFICATION**

23:01           The employee contacts his Manager with request (confirmed in note form) for reclassification. A copy of the request goes to the Shop Steward and one to Human Resources.

23:02           Within one (1) week the Manager considers the application and if he is supportive, provides the recommendation to the Branch Manger and Branch VP who also have a maximum of one (1) week for their consideration period.

23:03           If the result of their consideration is again to support the application, the recommendation will be forwarded and considered by the Regional VP and a response provided within two (2) weeks. This results in

a maximum total period of four (4) weeks from the date of application.

23:04            If any level of decision results in a refusal to reclassify, the applicant shall be informed in writing of the reason for the refusal.

23:05            If the application is confirmed , the rate of pay revision will become effective from the date of application by the employee.



**APPENDIX "A"**

<b>CLASSIFICATION</b>	<b>EFFECTIVE JAN 1/05</b>	<b>EFFECTIVE JAN 1/06</b>
<b>LABORATORY</b>		
- Team Leader	\$28.30	\$29.22
- Reviewer	\$27.34	\$28.22
- Technician III	\$26.44	\$27.30
- Technician II	\$25.10	\$25.92
- Technician I	\$22.99	\$23.74
- Technician Trainee	\$20.32	\$20.98
- Helper	\$14.09	\$14.55

<b>CLASSIFICATION</b>	<b>EFFECTIVE JAN 1/05</b>	<b>EFFECTIVE JAN 1/06</b>
<b>CLERICAL</b>		
- Secretary III	\$21.36	\$22.06
- Secretary II	\$20.74	\$21.42
- Secretary I	\$18.53	\$19.13
- Receptionist	\$19.51	\$20.14
- Helper	\$14.09	\$14.55

**NOTE:**

Salaries for new employees will be \$3.00 per hour less than the full rate for the first six (6) months of their employment and \$1.50 per hour less than the full rate for the next six (6) months of their employment (except the Helper classification.)