

COLLECTIVE AGREEMENT

BETWEEN

TROW ASSOCIATES INC.

AND

TEAMSTERS LOCAL UNION No. 213

May 1st, 2005 - April 30th, 2010

**DON McGILL
Secretary-Treasurer**

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THIS AGREEMENT made as of this 1st day of May, 2005.

BETWEEN: **TROW ASSOCIATES INC.**
7025 Greenwood Street
Burnaby, B.C.
V5A 1X7

(hereinafter called the "COMPANY")

AND: **TEAMSTERS LOCAL UNION No. 213**
affiliated with the International
Brotherhood of Teamsters

(hereinafter called the "UNION")

PREAMBLE

It is the intention of this Agreement to provide for the continuance of harmonious relations between the Company and its employees; to provide an amicable method of settling disputes; to further the safety and welfare of employees; and to enable the business of the Company to prosper in the interests of the employees and the Company. The Union and the Company hereby mutually agree to cooperate fully with each other to promote these purposes.

ARTICLE 1 - INTERPRETATION AND EXTENT

- 1:01 The heading of each Article of this Agreement may be referred to in the interpretation of the various sections thereunder, and this Agreement shall be interpreted as a whole.
- 1:02 In the event that any word, phrase, sentence, Section, or Article of this Agreement is declared invalid by any court of lawful jurisdiction, only such word, phrase, sentence, Section, or Article shall be affected and this Agreement shall otherwise be unaffected and shall continue in full force and effect providing that such deletions do not change the meaning or intent of the remainder of this Agreement.
- 1:03 Cross-training will be promoted and it is understood that union designated activities will not be expanded to include any new activities for which we will be cross-training our union staff.

ARTICLE 2 - UNION RECOGNITION

2:01 Pursuant to the certification granted by the Labour Relations Board of the Province of British Columbia under date of July 15, 1975, the Company recognizes the Union as the sole bargaining agency for those employees of the Company covered by the certification.

2:02 The Union shall have the exclusive right to determine who is a member in good standing.

- 2:03 All employees covered by this Agreement must be members in good standing of the Union and any employee in the bargaining unit who does not remain a member in good standing shall not be retained in the employment of the Company.
- 2:04 Any employee who does not retain his membership in the Union, and who has been laid off for any reason, will not retain his seniority with the Company.
- 2:05 New employees in the bargaining unit shall be informed that Union membership is a condition of employment. Such new employees shall, within thirty (30) working days, be required to join the Union and to sign an authorization card for deduction of amounts as required by the Constitution and By-Laws of the Union. It is understood that dues are payable monthly in advance. Dues will be deducted from the first pay of the month previous to the month for which they are applicable. Such deductions shall be forwarded to the Union not later than the last business day of the month in which these deductions were made.

Students who are hired for summer only employment, during the period April 20th and September 10th of each year, will be exempt from payment of the Union membership initiation fee nor shall they be required to join the Union or submit to the payment of Union dues. Students will be defined as individuals that will return to either a technical school or university in September immediately following their work term with the Company.

Picket Lines:

- 2:06 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.

Shop Stewards:

- 2:07 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 time off by the Company.

Union Rights:

2:08

The Union reserves the right to render assistance to other Labour organizations. Refusal on the part of the Union members to work with non-union workers shall not be deemed a breach of this Agreement.

Strike & Lock Out:

- 2:09 During the term of this Agreement, the Company agrees that there shall be no lockout and the Union agrees that there shall be no strike, stoppage of work, slow down, or other restriction or interference authorized or condoned by the Union. Employees who participate in unauthorized strikes will be considered as Union members not in good standing.
- 2:10 In the carrying out of regular duties, business representatives of the Local Union may be granted access to Company premises covered by this Agreement. Notice is to be given during office hours to the plant manager.

ARTICLE 3 - HIRING AND CONTRACT WORK

- 3:01 When employees are required, available Union members having the necessary qualifications and confirmation from the Union shall be given the first opportunity to be hired. When qualified Union members are not available, then the Employer may obtain qualified employees elsewhere. Employees hired elsewhere shall have thirty (30) working days or forty-five (45) calendar days in which to become a member of the Union. Any member of the bargaining unit who becomes a registered Professional Engineer shall be issued a withdrawal card by the Union and shall cease to be a member of the Union, and leaves the bargaining unit.

Students who are hired for summer only employment, during the period April 20th and September 10th of each year, will be exempt from payment of the Union membership initiation fee. Students will be defined as individuals that will return to either a technical school or university in September immediately following their work term with the Company.

- 3:02 The Company agrees that if cartage work is presently performed by members of the bargaining unit it will not be let out to contract or carried out by hired equipment if appropriate Company equipment is available for this work and members of the bargaining unit normally performing this work would be laid off as a result.
- 3:03 Should it become impossible for the Company to hire outside equipment locally from:
- (a) Companies or Owner Operators with employees under agreement to this Local Union, or
 - (b) Members of this Local Union.

then the Company shall be free to hire outside equipment from companies with employees under agreement to another Teamsters Local.

3:04 The Company agrees that employees will not be laid off due to the sub-contracting out of work which would normally be carried out by the Company work force.

ARTICLE 4 - NEW CLASSIFICATIONS

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

5:01 The Company has the right to discharge, suspend or discipline any employee for just cause. In the case of a discharge, the employee shall be notified in writing of the cause or causes leading to his discharge. A copy of the reason(s) for discharge shall be forwarded to the Union.

ARTICLE 6 - MANAGEMENT RIGHTS

6:01 The management, operation, direction, and promotion of the Company and its employees is vested exclusively in the Company and is only limited by the express provisions of this Agreement. The management reserves the right to judge technical competency of employees.

ARTICLE 7 - WAGES AND WAGE STATEMENT

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.

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 and deductions made to such employee by the Company. Such statements shall show the regular hours worked, the total overtime hours worked, the rate or rates applicable, the gross amount of wages, vacation pay and pay for statutory holidays, and all deductions made therefrom.

- 7:03 The Employer shall record on each employee's T-4 slip, the total Union dues deducted and submitted on behalf of that employee.
- 7:04 Employees shall be paid every second Friday.
- 7:05 Vacation pay shall be paid on a separate cheque.
- 7:06 If an employee is terminated by the Company he shall be paid all monies due on the following working day.
- 7:07 If an employee terminates of his own accord he will be paid on the next scheduled pay day.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

Hours of Work:

8:01 The work week for all employees, exclusive of office staff, covered by this Agreement shall consist of five (5) seven and a half (7½) hour days, commencing Monday and ending on Friday, and/or Tuesday to Saturday, and the shifts shall be posted with the most senior employee having the first choice. Normal starting time shall be 8:00 a.m. with a one (1) hour variance either way as mutually agreed to by the Company and the employee.

8:02 All employees called in to work and all employees who are not scheduled to report to work on a regular work day and who are called in after their regular starting time will receive a minimum of two (2) hours pay. All hours worked in excess of the regular work day shall be paid at the overtime rates. The employee may refuse to accept the call-out.

Early Start:

8:03 Any employee starting prior to his regular or variance starting time, and who will be paid premium rates, shall be paid from his regular or variance starting time, as far as his guaranteed callout and daily guarantee is concerned.

Daily Overtime:

8:04 (a) All time worked over and above an employee's regular hours shall be paid at one and one-half (1½) times his regular rate of pay.

Any time worked in excess of sixteen (16) hours will be paid at two times (2X) the employee's regular rate of pay.

(b) Employees shall receive all overtime (one and one-half (1½) times) as one (1) hour pay plus one-half (½) hour shall be banked or paid at the discretion of the union technician for each overtime hour worked.

8:05 (a) All overtime shall be voluntary by seniority. However, if overtime is necessary, the least senior qualified to do the work shall be required to work.

(b) All overtime shall be approved by the Company and will be paid at the overtime rates.

8:06 If overtime is worked it shall be divided as evenly as possible. Any employee who refuses to work overtime will have that time credited as time worked for the purpose of distributing overtime.

Shifts:

- 8:07 Where more than one (1) shift is required and continued for three (3) or more consecutive days, seven and a half (7½) hours, exclusive of a meal period, shall constitute a shift.
- A shift differential of eight percent (8%) of the straight time hourly rate shall be paid for the second shift, and a shift differential of eleven percent (11%) of the straight time hourly rate shall be paid for the third shift.
- 8:08 Additional shifts shall not commence more than one (1) hour prior to the end of the previous shift.
- 8:09 When additional shifts are required, a two (2), three (3) or four (4) week swing shift shall, wherever possible, be established.
- 8:10 The senior employees shall have first choice as to which shift they shall start at, and will then rotate.
- 8:11 When due to continuous inspection projects, the start of the work week shall be at 12:01 a.m. Monday and shall end at 12:00 midnight Sunday.
- 8:12 Any employee called back after having worked his regular shift that day shall receive a minimum of two (2) hours pay at overtime rates at one and one-half (1½) times the regular hourly rate.
- 8:13 Employees shall be notified prior to finishing time the day previous if they are not required for duty, and then shall not report until recalled.
- 8:14 (a) Time and one-half (1½) shall be paid for all hours worked on an employee's normal day off.
- (b) On rotating shifts for Saturday work:
- When a Statutory Holiday falls on an employee's designated day off, the following scheduled working day shall be the employee's day off.
- 8:15 Eight (8) 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.
- 8:16 If an employee is unable to report for work because of sickness or other legitimate reason, he shall give his foreman or the plant office as much notice

as possible before his scheduled reporting time so as to reduce interference with operations and reduce inconvenience to other employees.

- 8:17 When an employee is permitted by the Company to change from one shift to another at his own request and the new shift starts within the same twenty-four (24) hour period or when an employee has been given at least twenty-four (24) hours advance notice to change from one shift to another, that employee's new shift starting time shall, for the purpose of computing his overtime, close off the old work day and be the start of a new work day.
- 8:18 A paid Statutory Holiday which falls within an employee's basic work week shall be considered as eight (8) hours worked, for the purposes of computing weekly overtime.
- 8:19 An employee required by the Company to temporarily fill a lower paid position shall receive his regular rate of pay. However, when an employee is allocated a lower paid job through exercise of seniority rights, he shall accept the lower rate of pay for that particular job to which he has been allocated.

ARTICLE 9 - SENIORITY

- 9:01 Seniority shall be determined by an employee's length of service at the Company's operations in British Columbia. Length of service shall date from the employee's latest employment date following which there has been no loss of his seniority rights.

Probationary Period:

- 9:02 All new employees shall have a probationary period of ninety (90) calendar days, or seventy (70) days worked, whichever comes first. The Probation period may be extended an additional fifteen (15) days in order to complete the employee's evaluation, if such extension would prevent an employee's discharge from employment with the Company.

Employees must pay monthly Union dues while on probation as per Collective Agreement. The Union membership initiation fee must be paid upon successful completion of the probationary period. This clause will not affect any personnel hired prior to August 1, 1994.

- 9:03 An employee shall acquire seniority status upon completion of employment for thirty (30) days worked or a sixty (60) calendar day period, whichever is the shorter. At that time he shall be credited with length of service from his hiring date.

Seniority List and Classification:

- 9:04 The Company shall maintain an up-to-date seniority list, giving name, date of hiring, normal job classification, rate of pay, and social insurance number of each employee. A copy of the seniority list shall be forwarded to the Union at six (6) month intervals. The Company shall keep such seniority list posted in a conspicuous place on its premises.
- 9:05 The Company when laying off employees shall normally lay them off in reverse order of their seniority of employment. Those employees relying on seniority to avoid layoff must have the required qualifications and be capable of performing the job.
- 9:06 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. 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 overall seniority, provided that such employee is competent to do the work.
- 9:07 Any employee, however, who has previously worked at the classification as the posted position and has the required qualifications to do the job, or a trained employee who posted for a training position, may be given preference.
- 9:08 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 applied to the Company to be returned. The Union shall receive copies of all the postings and the assignments of such postings.
- 9:09 Any new employee, who in a 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.
- 9:10 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.

Layoff:

- 9:11 Any employee permanently laid off after working for the Company for a minimum of five (5) years will be given three (3) weeks wages with an

additional one (1) week's wages paid for each additional two (2) years of service, to a maximum of eight (8) weeks' pay.

Any employee whose employment is permanently discontinued due to lay-off or lack of work shall receive severance pay according to the following formula:

Years of Service	Weeks of Pay
0 - 5	0
5	3
7	4
9	5
11	6
13	7
15	8
15+	8

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

10:01 Every employee covered by this Agreement who has completed his probationary period shall receive seven and a half (7½) hours pay, at his normal straight time hourly rate for:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
British Columbia Day	December 31 st

and any other holidays proclaimed by the Provincial or Federal Governments, provided however, that the employee shall have worked his "scheduled" work day prior to such holiday and his "scheduled" work day after such holiday unless express permission to be absent shall be obtained from his Superintendent. Any employee required to work on any of the above holidays shall receive one and one-half (1 1/2) times his regular hourly rate of pay or the employee may take another day off at his choice with pay.

10:02 Employees who have qualified under 10:01 shall also qualify for Statutory Holiday pay if they have worked within ten (10) working days immediately preceding the date of the holiday, or within ten (10) working days immediately following the date of the holiday.

10:03 When a paid holiday listed in Section 10:01 occurs during an employee's vacation, he shall receive payment for such holiday in addition to his vacation pay or in lieu of this an employee may, at a time suitable to the Company and the employee, take a day off with his regular pay.

10:04 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, if not covered by W.C.B. or any Health and Welfare Plan.

10:05 Employees who are called in to work on a paid holiday as listed in Section 10:01 shall be paid at the daily overtime rate of one and a half (1.5) times their regular rate as per Section 8:04 (b), **Daily Overtime**, for all hours worked.

ARTICLE 11 - ANNUAL VACATIONS

Two Weeks:

11:01 Each employee who has completed one (1) year continuous service in the employ of the Company shall be entitled to two (2) weeks vacation time.

Vacation pay shall be accrued and calculated as four percent (4%) of annual gross earnings.

Three Weeks:

11:02 Each employee who has completed five (5) years continuous service in the employ of the Company shall be entitled to three (3) weeks vacation time. Vacation pay shall be accrued and calculated as six percent (6%) of annual gross earnings.

Four Weeks:

11:03 Each employee who has completed ten (10) years continuous service in the employ of the Company shall be entitled to four (4) weeks vacation time. Vacation pay shall be accrued and calculated as eight percent (8%) of annual gross earnings.

Summary:

11:04

YEARS OF SERVICE	LENGTH OF VACATION	PAYMENT
1 year to 5 years completed	2 weeks	4% of annual gross earnings
5 years to 10 years completed	3 weeks	6% of annual gross earnings
10 years to 20 years completed	4 weeks	8% of annual gross earnings
*20 years and over completed	5 weeks	10% of annual gross earnings

*Each employee who has completed twenty (20) years of continuous service in the employ of the Company shall be entitled to five (5) weeks vacation time. Vacation pay shall be accrued and calculated as ten percent (10%) of annual gross earnings.

11:05 Employees shall be entitled to take their vacations in one (1) continuous period. Vacations should be taken within the calendar year for which they are applicable.

- 11:06 Should the Company request employees who are on vacation to return to work during their vacation period, the Company shall pay the said employees wages equivalent to those paid for working Statutory Holidays.
- 11:07 A vacation schedule for employees shall be posted on the plant bulletin board by the 1st of May of each year.
- 11:08 Vacation pay shall be made available to employees before or during their last shift prior to beginning their vacation.
- 11:09 On termination, employees who have completed twelve hundred (1200) hours since last anniversary date shall receive full vacation entitlement as per service.

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 three (3) 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 (1) hour off work.
- 12:02 A thirty (30) minute meal period midshift shall commence not earlier than 11:00 a.m. and shall be completed by 1:30 p.m. Should the employee be unable to take this meal period, the employee shall be entitled to an additional half ($\frac{1}{2}$) hour to be added to his time for the day.
- 12:03 Where overtime preceding or following the employee's normal shift goes beyond two (2) hours the employee shall be paid ten dollars (\$10.00) to cover the cost of the meal or the Company shall supply a complete hot meal. The time spent eating such meal shall not exceed thirty (30) minutes and shall be considered as time worked.
- 12:04 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.

Coffee Break:

- 12:05 Employees will be allowed a coffee break as close to midway in the first half of the shift and as close to midway in the second half of the shift as possible. Time allowed for coffee breaks shall be fifteen (15) minutes each.

The coffee breaks shall be taken away from the employee's work station.

Safety and Safety Equipment:

- 12:06 It is mutually agreed by the Company and the Union that the safety of employees is of paramount interest to both parties and that a safety program will be instituted and maintained. The Union agrees to cooperate with the Company in the operation of the safety program. The Company agrees that it will at all times maintain all equipment and tools in safe and efficient working order.
- 12:07 A Company safety officer and a Union Shop Steward shall act as an advisory body in the operation of the safety program. As such their duties will be:
- (a) To investigate promptly all serious accidents and unsafe conditions or practices that may be reported;
 - (b) To be always on the alert for unsafe or hazardous conditions or practices and to report these to plant management so that corrective action can be taken without delay;
 - (c) To ensure that operations will comply with the requirements of the Workers' Compensation Board regulations;
 - (d) To carry out once a month a safety inspection tour of the laboratory and report their findings to the plant manager.
- 12:08 The Company agrees to furnish the following items for use by employees while employed by the Company. 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. It is mandatory that such equipment be worn as required by regulations of the Company or by regulations of the Workers' Compensation Board:
- (a) Safety helmets or hard hats as required by Workers' Compensation Board.
 - (b) Goggles and/or face shields for grinding or dusty operations.
 - (c) Respirators for dusty operations.
 - (d) 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 gloves. Such articles to be maintained and delivered by a Company having an agreement with a Teamsters Local Union. Such clothing shall be of proper fit for each employee.
- (g) Upon request the Company will pay a safety boot or safety shoe allowance of one hundred and thirty dollars (\$130.00) plus GST, on an exchange basis. The employee shall be limited to one such allowance per year after three months of service. It shall be mandatory for each employee to wear safety boots or shoes.

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 When required by the Workers' Compensation Board, the Company shall employ one (1) First Aid person on each shift. In addition to their regular pay such employees shall receive the following adjustments as per ticket held:

- Class C - Twenty cents (20¢)
- Class B - Thirty cents (30¢)
- Class A - Forty cents (40¢)

12:11 When the Company selects an employee to attend a first aid course the Company will pay the cost of such a course providing the employee successfully qualifies for a certificate.

On Job Injury:

12:12 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, providing the personal accident has been reported to the Supervisor or qualified First Aid person.

Jury Duty:

12:13 The Company shall continue to pay any employee a minimum of 75% of his normal wage for absence due to serving Jury Duty.

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) regular straight-time shifts off work shall be paid for by the Company.

Immediate family shall be defined to include a wife, husband, daughter, son, mother, mother-in-law, father, father-in-law, brother, sister, grandparents. 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.

Lunch Room and Washroom:

12:16 The Company agrees to maintain adequate clean, sanitary washrooms having hot and cold running water and toilet facilities. In addition, there shall be provided an adequate lunch room which shall be kept clean and tidy and heated. The Union agrees that its membership will cooperate in keeping these premises neat and tidy.

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 The Company shall pay employees who are requested by the Company to take a physical examination. The examination shall be during working hours.

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:

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. 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.

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.

The findings of the consultant shall be final and binding.

The remuneration of the consultant shall be borne by the Company and the Union on an equal basis.

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.

Notice of Layoff:

12:19 Any employee who has completed one (1) year of service with the Company shall receive a maximum of one (1) week's notice if he is to be laid off.

Licences and Bonding:

12:20 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.

- 12:21 Should an insurance company refuse to insure any employee, every consideration will be given to the employee so that he may not lose his employment.
- 12:22 All employees are required to hold valid Class 5 B.C. Driver's Licences. Any employee who has his or her driver's licence revoked or suspended by the Superintendent of Motor Vehicles, for any reason, may be suspended by the Company, if removal of the employee's licence prevents him or her from performing their normal duties.
- 12:23 Terra will support all staff interested in further training and schooling relevant to Terra's field of business practice. Terra pays tuition expenses for all approved courses, subject to successful completion of the course. Additional in house training will also be considered as may be applicable.

ARTICLE 13 - TRANSPORTATION AND BOARD

Travelling:

- 13:01 In the event that any employee is required to work at a place of work which is in excess of one hundred and sixty (160) kilometers from his normal place of work or is required to remain overnight, the Company shall pay all his travelling expenses, including meals, to and from such place of work. All travel time shall be considered as straight time.

Board:

- 13:02 All expenses shall be paid for reasonable living accommodation and meals where the employee is required to live away from his normal living accommodation.

Personal Vehicles:

- 13:03 The Company shall pay a vehicle allowance of forty-four cents (44¢) per kilometer, plus two cents (2¢) per kilometer for advertising, for the use of the employee's own vehicle for transporting themselves and/or other employees and/or materials and equipment necessary for their daily job duties from the office to and from jobs or projects effective May 1, 2005.

The Union agrees that the "business use" insurance premium (over "to and from work" costs) to be paid by the Company.

In the event that an employee's vehicle is damaged on site by a contractor or client of Trow and a dispute arises over responsibility, Trow will provide both verbal and written support on behalf of the employee in order to resolve the issue with the client or contractor.

Work Opportunity Other Depots:

13:04 When work is not available for employees at their regular starting place or depot and work is available at another plant or depot, employees laid off from their regular depot will be given the opportunity to work at the other plant or depot provided they are qualified.

However, regardless of seniority, bumping of junior employees at other locations by senior employees shall be forbidden, unless the more senior employee has been laid off as a result of either work slowdown or technological change. Layoff for Article 13.04, shall be defined as three (3) consecutive days without work.

In the event that the laid off senior employee's position becomes available again at the employee's primary work location, that same senior employee shall return to the primary work location.

Further, in the event two employees, and the Company, agree to an office location swap between two employees, the Company shall notify the Union in writing.

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 by negotiations 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 the 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 longer 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 and 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.

14:09 The award of the Arbitration Board shall be binding upon both parties.

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

ARTICLE 15 - TECHNOLOGICAL CHANGE

15:01 Notwithstanding the provisions of Article 4, the Company shall notify the Union at least one (1) month in advance of any technological change which would affect the terms and conditions or security of employment of a significant number of the employees to whom this Collective Agreement applies.

15:02 Should automation cause jobs to disappear, the employee shall have the opportunity to work (providing he has the seniority) at another classification. Should training be required the employee shall be allowed up to twenty-one (21) days without any loss of pay.

15:03 The Company shall pay to each employee with one (1) or more years of service, severance pay in the amount of one (1) week's pay for each year of service, to a maximum of four (4) weeks when his employment is permanently discontinued due to automation or technological change.

ARTICLE 16 - HEALTH AND WELFARE

- 16:01 All regular employees shall be covered by the Company Benefit Plan.
- 16:02 A copy of the Plan shall be issued to each employee.
- 16:03 For all employees, paid sick leave shall be accumulated at the rate of one-half ($\frac{1}{2}$) day per month to a maximum of twelve (12) days.
- 16:04 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-half ($\frac{1}{2}$) day's pay
Second day of absence - One (1) day's pay
Third day of absence - One (1) day's pay
- Thereafter, the balance of accumulated sick leave to be retained intact at the full daily rate for each day the employee's absence exceeds thirty-nine (39) weeks of the Weekly Indemnity period of the Health and Welfare Plan.
- Article 16:04 shall not apply for the period between Weekly Indemnity Benefits and Long Term Benefits.
- 16:05 Willful abuse of this benefit by an employee shall result in immediate discharge. A medical certificate may be required to claim benefits under this provision.

ARTICLE 17 - EMPLOYEE RETIREMENT

- 17:01 Normal retirement for all employees shall occur at the end of the quarter in which the employee reaches pensionable age under the Canada Pension Plan. However, any employee may at his option with the consent of the Company retire before reaching that age or by mutual agreement between the Company and the Union, and provided that the employee is in satisfactory health, his retirement may be postponed after his pensionable age.

ARTICLE 18 - PROTECTION OF AGREEMENT

- 18:01 Should the Company or any employee violate the terms of this Agreement as provided in Article 7 - Payment of Wages, 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 Health and Welfare Plan as per Article 16 - Health and Welfare, the following shall apply:

- (a) The Company shall pay double the amount of the difference between what should have been paid 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.
- (b) 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.
- (c) In all cases of alleged violation all pertinent Company payroll records shall be made available to the Union.
- (d) In the event of disagreement as to the violation of this Article, either party may proceed directly to Arbitration under Article 14.

ARTICLE 19 - SAVINGS CLAUSE

19:01 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 and/or conditions, or increase in hours because of the adoption of this Agreement.

ARTICLE 20 - TERM OF AGREEMENT

20:01 This Agreement shall be in effect from and including May 1st, 2005 to and including April 30th, 2010 and shall continue in effect from year to year thereafter subject to the right to either party to this Agreement within four (4) months immediately preceding the expiry date 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.

20:02 All changes to the collective agreement shall be applicable on the effective date of the Agreement unless otherwise specified.

ARTICLE 21 - RETROACTIVITY

21:01 It is understood and agreed that all retroactive pay shall be paid in full within six (6) weeks from the date of signing. One-third (1/3) after each two week period. No outstanding retroactive pay as of date of signing this contract.

21:02 This shall apply to all present employees.

21:03 All changes to the Collective Agreement shall be applicable for the duration of the Agreement unless otherwise specified.

ARTICLE 22 - ENABLING CLAUSE

22:01 In a Joint effort to assist the Employer signatory to this Agreement, the Union and the Employer agree that they shall use their best endeavour to obtain work in the future. This end shall be met by utilizing the enabling clause when in the opinion of all parties it is mutually beneficial.

22:02 The enabling clause allows the Company and the Union the flexibility to amend any clause within the Collective Agreement during the term of the Collective Agreement as required, in an effort to obtain work for the benefit of both parties. These amendments shall be made by agreement by both parties, and confirmed by Letters of Understanding. Once agreed to, these Letters of Agreement shall remain in full force and effect for the duration specified in the Letter of Understanding.

22:03 Letters of Understanding, as agreed to between the Employer and the Union, will be drawn up to facilitate this understanding. These Letters of Understanding will not be withheld from the Employer irrespective of any dispute or misunderstanding that may exist between the Employer and Teamsters Local Union No. 213, as a result of the application of the Collective Agreement.

DATED AT Vancouver, B.C., this day of , 2005.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION



APPENDIX "A"

WAGE LEVELS

Following is a list of all currently employed technical staff and their rates of pay effective May 1, 2005.

Rates Per Hour

NAME	SENIORITY DATE	EFFECTIVE May 1/05	EFFECTIVE May 1/06	EFFECTIVE May 1/07	EFFECTIVE May 1/08	EFFECTIVE May 1/09
Salim FARUQUE	11/06/83	\$25.37	\$25.88	\$26.40	\$26.93	\$27.47
Erroll ALLARD	02/26/87	\$24.23	\$24.71	\$25.21	\$25.71	\$26.23
Brian GOLDIE	09/14/87	\$23.57	\$24.04	\$24.52	\$25.01	\$25.51
George SAITO	06/12/89	\$24.72	\$25.21	\$25.71	\$26.22	\$26.74
Cliff McNEIL	10/25/89	\$22.44	\$22.89	\$23.35	\$23.82	\$24.30
Irma FRIESEN	07/02/92	\$22.25	\$22.70	\$23.15	\$23.61	\$24.08
William WALMSLEY	04/19/99	\$18.87	\$19.25	\$19.64	\$20.03	\$20.43
Guido WERTH	05/01/00	\$18.54	\$18.91	\$19.29	\$19.68	\$20.07
Chris COOMBES	03/24/03	\$14.28	\$14.57	\$14.86	\$15.16	\$15.46
Hamid NASERI	02/02/04	\$18.54	\$18.91	\$19.29	\$19.68	\$20.07
Paul BETSKAL	02/16/04	\$23.46	\$23.93	\$24.41	\$24.90	\$25.40
Arye LIPSHITZ	02/16/04	\$18.36	\$18.73	\$19.10	\$19.48	\$19.87
Herson CHICAS	02/28/05	\$18.54	\$18.91	\$19.29	\$19.68	\$20.07
Tyson GASH	05/02/05	\$13.26	\$13.53	\$13.80	\$14.08	\$14.36
Mohammed ALI	06/16/05	\$14.28	\$14.57	\$14.86	\$15.16	\$15.46
Marvin FREDRICH	05/30/05	\$21.42	\$21.85	\$22.29	\$22.74	\$23.19

APPENDIX "A" - Continued

All future employees will be hired based on the revised employee classification system and the following pay scale.

RATES PER HOUR

	EFFECTIVE MAY 1, 2005
Trainee	\$ 10.49
Tech I	12.69
Tech II	15.19
Tech III	17.12
Tech IV	18.77
Tech V	20.43
Concrete Testing in Burnaby Office only	\$12.44 to \$16.00

APPENDIX "B"

EMPLOYEE CLASSIFICATION SYSTEM

The new employee classification system is based on the following "benchmark levels". In order to qualify for a promotion to the next employee classification level, the individual must have demonstrated an ability to perform one or more of the higher level benchmark tasks, and be required to perform this one or more tasks during a minimum of 50% of the employee's working hours.

	CONCRETE	ASPHALT	SOILS	ROOFING
Trainee				
Tech I	Concrete Spot Check	Material Sampling	Sieve Analysis	
Tech II	Concrete Full Inspection	Marshall Mix Testing	Proctors/Density Testing	Application Inspection
Tech III	Post Tension Inspection	Plant Control	Compaction Survey Inspection	Condition
Tech IV	Concrete Repair Inspection	Placement Investigation	Test Pit Inspection	Final
Tech V	Concrete Investigation	Pavement Design	Drill Rig	System

TECHNICIAN LEVELS:

TRAINEE:

Duties: Performs simple assignments which require minimal training or experience. Participation in testing routines is generally limited to simple sampling procedures or to assist more senior technicians during this training period. Will not normally have any direct contact with the client.

Recommendations, Decisions and Commitments:

Does not make any recommendations or decision of a technical nature.

Supervision Received

Works under full-time supervision of a more senior technician or professional except in situations involving simple or routine sampling techniques.

Guide to Entrance Qualifications

Completion of Grade 12 minimum.

Training Period

Six to nine months at the discretion of management.

TECH LEVEL I:

Duties: Performs, under some supervision, assignments which are entirely standardized. Follows prescribed work methods for testing or inspection procedures. Operates standard testing equipment of moderate complexity and performs routine and standardized analysis procedures. Performs routine calculations following a standard format and procedure and drafts simple standardized reports.

Must have a demonstrated ability to perform one or more of the following benchmark tasks, and be required to perform this task during more than 50% of the employee's working hours.

1. Concrete - Spot Check
2. Asphalt - Materials Sampling
3. Sieve Analysis
4. Roofing - Application Inspection with Supervision

Recommendations, Decisions and Commitments:

Makes only limited decisions concerning the results of tests performed.

Supervision Received:

Works under the supervision of a more senior staff member. May work alone for extended periods of continuing programs.

Guide to Entrance Qualifications:

A minimum of six (6) months experience in materials testing.

TECH LEVEL II:

Duties: Performs assignments which are mostly standardized. Follows prescribed work methods or standards for testing or inspection procedures. Operates standard testing equipment of moderate complexity. Performs routine analysis or calculations. Will draft simple or standardized reports. May have some direct contact with clients. The employee can be expected to carry out a wide variety of simple tests or procedures within his or her particular division.

Must have a demonstrated ability to perform one or more of the following benchmark tasks, and be required to perform this task during more than 50% of the employee's working hours.

1. Concrete - Full Inspection
2. Asphalt - Marshall Mix Testing
3. Soils - Proctors/Density Testing
4. Roofing - Application Inspection

Recommendations, Decisions and Commitments:

For personnel in the asphalt or soils divisions, authority shall be restricted to recommending additional or alternative testing. For personnel in the concrete or roofing divisions, recommendations will include basic acceptance or rejection of material being tested or work being inspected where predetermined procedures have been followed and where specific criteria for such acceptance or rejection have been previously established.

Supervision Received:

Duties assigned in specific terms by oral or written instructions. Work is supervised and reviewed as to standard procedures by a more senior technician or manager.

Guide to Entrance Qualifications:

A minimum of 3 years experience in materials testing and/or a demonstrated ability to perform the requirements of one or more of the above benchmark tasks. Additional college or university related materials training is also required.

TECH LEVEL III:

Duties: Performs assignments which are partially standardized. Generally follows prescribed work methods or standards for testing or inspection procedures. Operates a variety of equipment of moderate to high complexity. This would include a nuclear densometer. Performs prescribed analysis or calculations to check accuracy, applicability and reasonableness of data. Will draft standard to moderately complex reports. Will have direct contact with clients.

Must have a demonstrated ability to perform one or more of the following benchmark tasks, and be required to perform this task during more than 50% of the employee's working hours.

1. Concrete - Post Tension Inspection
2. Asphalt - Plant Inspection
3. Soils - Compaction Control Inspection
4. Roofing - Condition Survey

Recommendations, Decisions and Commitments:

Recommendations will include acceptance or rejection of materials being tested or work being inspected where predetermined procedures have been followed and where specific criteria for such acceptance or rejection have been previously

established. Such recommendations will normally be reviewed by a professional, more senior technician, or manager.

Supervision Received:

Duties are assigned in specific terms by oral or written instructions. Work is supervised as to compliance with standard procedures by a professional, more senior technician, or manager.

Guide to Entrance Qualifications:

A minimum of 5 years experience in materials testing and/or a demonstrated ability to perform the requirements of one or more of the above benchmark tasks. Additional college or university related materials training is also required.

TECH LEVEL IV:

Duties: Performs assignments which are not standardized or which require interpretation of standards. Follows procedures for testing, analysis and inspection where alternative methods are available and where test procedures will depend upon data obtained during the work. Operates testing equipment of a complex nature and may design and construct special testing assemblies. Determines applicability and reasonableness of data for complex routes and drafts factual reports related to investigations, testing programs, inspection, or analysis. Undertakes engineering or scientific calculations and analysis using standard procedures. May supervise the work of up to five other technicians under circumstances where technical and supervisory advice is readily available. May deal directly with clients on routine matters relating to testing or inspection programs.

Must have a demonstrated ability to perform one or more of the following benchmark tasks, and be required to perform this task during more than 50% of the employee's working hours.

1. Concrete - Concrete Repair and Inspection
2. Asphalt - Placement Inspection
3. Soils - Test Pit Investigation
4. Roofing - Final Inspection

Recommendations, Decisions and Commitments:

Recommendations will include acceptance or rejection of materials being tested or work being inspected where standard or predetermined procedures have been followed and where specific criteria for such acceptance or rejection have been previously established. Such recommendations will normally be reviewed by a professional or more senior technician. Decisions are made on the basis of specific guidelines and principles established for the type of work involved.

Supervision Received:

Duties are assigned in general terms by oral or written instructions making reference to standard or predetermined procedures, established cost estimates and time requirements. Work is supervised as to compliance with standard procedures by a more senior technician or professional. Technician will normally work alone or in a team without continuous supervision.

Leadership Authority and/or Supervision Exercised:

Will often supervise the work of other technicians engaged in a single activity or group or related activities. Will check and review the work of other technicians to ensure accuracy of calculations and relevance to program and objectives. May be required to train junior technicians.

Guide to Entrance Qualifications:

Training equivalent to graduation from a two year course in Engineering Technology from a recognized institute or equivalent training received through part-time studies and on-the-job instruction plus a minimum of eight years of applicable practical experience. Must possess good communications skills.

TECH LEVEL V:

Duties: Performs assignments which are non standardized and require a high degree of interpretation and experience. Works closely with engineering staff and division managers to assess condition of material and provide input used in determining engineering recommendations. Will deal directly with clients on a regular basis relating to a wide variety of testing or inspection matters. May be a specialist in one or more technical activities. Writes detailed reports to be co-signed by an engineer or manager.

Must have a demonstrated ability to perform one or more of the following benchmark tasks, and be required to perform this task during more than 50% of the employee's working hours.

1. Concrete - Investigations
2. Asphalt - Pavement Investigations
3. Soils - Drill Rig Investigations
4. Roofing - System Design

Recommendations, Decisions and Commitments:

Recommendations will include acceptance or rejection of materials being used. Decisions are based on experience and engineering principles.

Supervision Received:

Duties are assigned in general terms by oral or written instructions making reference to standard or predetermined procedures, established cost estimates and time requirements. Work is supervised as to compliance with standard procedures by a

manager or engineer. Technician will normally work alone or in a team without continuous supervision.

Leadership Authority and/or Supervision Exercised

Will often supervise the work of other technicians engaged in a single activity or group or related activities. Will check and review the work of other technicians to ensure accuracy of calculations and relevance to program and objectives. May be required to train junior technicians.

Guide to Entrance Qualifications

Training equivalent to graduation from a two-year course in Engineering Technology from a recognized institute or equivalent training received through part-time studies and on-the-job instruction plus a minimum of ten years of applicable practical experience. Must possess excellent communication skills.