

**Collective Agreement**

**BETWEEN**

***General Paint***<sup>®</sup>

**GENERAL PAINT CORP.**

**AND**



**COMMUNICATION, ENERGY AND  
PAPERWORKERS  
UNION OF CANADA  
LOCAL 601**

**EFFECTIVE NOVEMBER 1, 2009**

## CONTENTS

<u>Article</u>	<u>Title</u>	<u>Page</u>
1	Definitions	1
2	General Purpose of Agreement	1
3	Recognition	2
4	Union Security	2
5	Understanding of Agreement	3
6	Efficient Management & Operation of Production/Distribution	3
7	Term of Agreement	4
8	No Interruption of Work	5
9	Hours of Work	5
10	Call-In	8
11	Statutory Holidays	8
12	Vacations	10
13	Seniority	13
14	Job Classifications & Job Rates	17
15	Wage Rate Adjustments	18
16	Overtime	18
17	Working Through the Lunch Period	20
18	Shift Differential	20
19	M.S.P.	20
20	Dental Plan	21
21	Group Insurance, Accident & Disability Benefits	21
22	Pension	21
23	Jury Duty	21
24	Compassionate Leave	22
25	Leave of Absence	22
26	Safety	23
27	Medical Examinations	25

<u>Article</u>	<u>Title</u>	<u>Page</u>
28	Extra Contract Agreements	26
29	Payday	26
30	Validity	26
31	Non-discrimination	27
32	Bulletin Board	27
33	Adjustment of Grievances	28
34	Compensation	31
35	Sick Days	32
36	Classifications	33
	Schedule "A" - Effective November 1, 2009	37
	Schedule "A" - Effective November 1, 2010	38
	Schedule "A" - Cost Of Living Formula	
	November 1, 2010 - October 31, 2011	39
	Schedule "B" - Check-off Authorization	40
	Schedule "C" - The Health & Safety Committee	41
	Schedule "D" - Group Life, Weekly Indemnity & Long Term Disability Insurance	43
	Schedule "E" - Dental Plan	44
	Schedule "F" - Banking of Vacation Policy	45
	Schedule "G" - Pension Plan	46
	Schedule "H" - Vision Care	48
	Addendum - Job Security	49
	Letters of Understanding	51

**ARTICLE 1**  
**DEFINITIONS**

- 1:01 The word "employee" means all hourly-paid production, distribution and maintenance persons on the payroll of General Paint Corp., at its Vancouver, British Columbia Plant and Warehouses, excepting those engaged in administration, in actual supervision, in sales, engineering, technical and research, laboratory process control and development, security, accounting, clerical, stenographic and other office work.
- 1:02 The word "Company" means General Paint Corp.
- 1:03 The word "Union" means Local 601, Communication, Energy and Paperworkers Union of Canada, which is the bargaining agent for the Company's employees.
- 1:04 The word "day" means a twenty-four (24) hour period beginning at 0:00 hours a.m.
- 1:05 The words "work week" means a period of seven (7) calendar days beginning at 0:00 hours a.m. on Monday.
- 1:06 The work "rate" means the hourly wage rate for any classification listed in Schedule "A" - "Classification and Rates".

**ARTICLE 2**  
**GENERAL PURPOSE OF AGREEMENT**

- 2:01 The general purpose of this Agreement is to the extent and in the manner provided herein.
- (a) To provide for, and protect, the interest of the employees by setting forth and defining terms and conditions of employment, working hours, rates of pay, benefits, and other working conditions.
  - (b) To provide for continuous, harmonious, and efficient operation of the plant.
  - (c) To provide means for prompt and equitable settlement of differences which may arise between the company and its employees.
  - (d) To provide an orderly procedure for collective bargaining.

**ARTICLE 3**  
**RECOGNITION**

- 3:01 The Company recognizes Local 601, Communication, Energy and Paperworkers Union of Canada as the only agency representing all employees as defined in Section 1:01 of this Agreement for the purpose of collective bargaining in regard to rates of pay, wages, hours of work, benefits, and other conditions of employment.
- 3:02 The Company agrees that a National Representative (or designate) of the Union will have access to the worksite.

**ARTICLE 4**  
**UNION SECURITY**

- 4:01 The Company will cooperate with the Union in obtaining and retaining as members the employees as defined in this Agreement, and to this end will present to new employees and to all supervisors and foremen the policy expressed in Article 4.
- 4:02 Any employee who is now a member in good standing, or who becomes or is reinstated as a member of the Union, shall, as a condition of continued employment, maintain such membership in good standing, throughout the term of this Agreement. Any new employee shall, as a condition of continued employment, become a member of the Union within thirty (30) calendar days after his/her employment has commenced. In the event of a member being expelled from membership in the Union, the Union will so notify the Company in writing. The Company will then be required to terminate the employment of such employee not later than seven (7) calendar days following the date of mailing such notice.
- 4:03 No employee shall be subject to any penalties against his/her application for membership or reinstatement, except as may be provided for in the constitution of the Union.
- 4:04 In case a dispute arises as to whether or not an employee has failed to maintain his/her Union membership in good standing, the Union agrees to save harmless from and indemnify the Company for, any liability that may arise from any acts of the Company, taken under the provisions of Article 4, as a result of its reliance on a representation of facts by the Union.
- 4:05 All employees shall provide the Company with written authorization for deduction as shown in Schedule "B". Upon such written authorization of the employee, the Company will make such deductions monthly in amounts designated by the Secretary-Treasurer of the Local Union. Such amounts will be determined in accordance with the constitution and By-laws of the National and Local Union.

Deductions will be made on the first pay day of each calendar month and remitted within ten (10) days to the Secretary-Treasurer of the Local Union, together with a written statement containing the names of the employees for whom the deductions were made and the amount of each deduction.

**ARTICLE 5**  
**UNDERSTANDING OF THE AGREEMENT**

- 5:01 The Company agrees to explain fully the terms of this Agreement as to the rights of all employees covered by this Agreement, to those engaged in a supervisory capacity. The Company further agrees that a copy of this Agreement will be given to all engaged in a supervisory capacity.
- 5:02 The Union agrees to explain fully to its members, its and their responsibilities, rights and obligations under this Agreement.

**ARTICLE 6**  
**EFFICIENT MANAGEMENT AND OPERATION OF  
PRODUCTION AND DISTRIBUTION**

- 6:01 Subject to the terms of this Agreement, and without limiting any other pre-existing rights of the Company, the management of Production and Distribution and direction of the employees including the right to hire, promote, demote, transfer, suspend or discharge for just cause, the arrangement of equipment, the scheduling of work and the right to relieve employees from duty because of lack of work or for other legitimate reasons is vested exclusively in the Company.

Employees must obtain permission from their supervisor before leaving their workstation for union business.

The Company also reserves the right to change the nature of the work either on a temporary or permanent basis. Any such action which results in individual injustice in the opinion of the Union shall be considered a grievance.

- 6:02 Supervisors beyond the scope of this Agreement will not perform any work that is within the scope of an employee's job classification.
- 6:03 The Company will not bring in any outside contractors to perform work on existing or proposed processes or equipment, so as to cause any present employees in the maintenance, production or distribution operation to be demoted or laid-off.

These outside contractors shall be covered by a Collective Agreement wherever practical. When no such contractor is available, the Union will be notified in advance of work being performed.

- 6:04 An employee called up for reprimand or fact-finding meeting shall have their choice of a Shop Steward, who is on shift at the time, accompany him/her during the meeting. The Company will give the Shop Steward notice of a pending reprimand or fact-finding meeting and allow reasonable time for the Shop Steward to meet with the employee.
- 6:05 A letter or letters of reprimand shall be given to the employee, and a copy shall be sent to the Union. If an employee has been given a letter of reprimand and does not receive formal disciplinary action for a period of 12 months, his/her record will be cleared and not used against him/her. This 12 month period will be extended the amount of time an employee is absent from work due to W.I., LTD, W.C.B., LOA or layoff, if such absences are for 5 or more consecutive days.

## **ARTICLE 7**

### **TERM OF AGREEMENT, NOTICES, AND UNION NEGOTIATING COMMITTEE**

- 7:01 This Agreement shall remain in effect from midnight, November 1st, 2009 at 0:00 hours a.m. until midnight, October 31st, 2011 at 24:00 hours p.m. and thereafter from year to year, subject to the conditions as set out in (a) to (e) below.
- (a) This Agreement may be opened for collective bargaining as to changes as follows: either party desiring any changes shall give to the other party notice in writing, by registered mail or by hand on or before September 1st, 2011 or any subsequent September 1st, that a change is desired, and if no such notice is given on or before September 1st, the earliest time at which such notice can be given is September 1st of the next year.
- (b) If notice of desire for change has been given, the parties shall, as soon as agreeable to the parties following such September 1st, meet for Collective Bargaining, the Company being represented by a bargaining committee appointed by the Company and the Union being represented by a bargaining committee selected by the Union. Any agreement on changes arrived at and approved in such negotiations shall be binding upon the parties of this Agreement. If such negotiations cannot be completed prior to the November 1st following September 1st on which notice was given, any changes in compensation to employees shall nevertheless be retroactive to said November 1st.
- (c) In case negotiations conducted in accordance with (b) break down, either party may terminate this Agreement upon the

expiration of ten (10) days' notice in writing mailed by registered mail to the other party.

- (d) This Agreement shall terminate only upon the expiration of ten (10) days' notice in accordance with (c) above.

7:02 All notices under Article 7 shall be by registered mail or by hand, addressed to the Union President (or Vice-President), representing the Union, and addressed to the Vice President, Human Resource Services of the Vancouver Plant, representing the Company.

7:03 There shall be designated by the Union a Negotiating Committee of four (4) individuals, one of whom shall be the National Representative, who shall represent the Union for purposes of negotiating a new or amended Agreement.

7:04 The Union shall advise the Company in writing of the names of Officers and Stewards of the Union and any changes thereof during the term of the Agreement.

## **ARTICLE 8**

### **NO INTERRUPTION OF WORK**

8:01 It is agreed that there shall be no strikes, walk-outs, or other interruptions of work, during the currency of this Agreement.

8:02 It is agreed that there shall be no strikes, walk-outs, or other interruptions of work, upon the termination of this Agreement, except with the express and specific sanction of the National Union signatory to this Agreement.

8:03 It is agreed that there shall be no lock-outs by the Company during the currency of this Agreement.

## **ARTICLE 9**

### **HOURS OF WORK**

9:01 Basic Work Day and Work Week

(a) Regular working day for shift employees is defined as the twenty-four (24) hour period composed of three shifts, beginning at 0:00 a.m. and ending at 24:00 p.m., Monday to Friday inclusive.

(b) It is agreed that time in excess of eight (8) hours per day and forty (40) hours per week may be worked to permit continuing, efficient operation of manufacturing and



distribution, such work to be paid for under the appropriate overtime provision.

- (c) A fifteen (15) minute rest period will be granted during the first four (4) hours (to be taken on Company property). In lieu of a (15) fifteen minute rest period during the last four (4) hours of every shift, employees will be allowed to leave (15) fifteen minutes early.
- (d) Immediately before quitting time at the end of the work day is a fifteen (15) minute wash-up period in all departments.
- (e) Employees may leave the premises whenever they want, after the fifteen (15) minute whistle.
- (f) All employees will be granted a five (5) minute wash-up period before the lunch break.
- (g) There will be a half-hour lunch break for all employees.

9:02

#### Day Workers

- (a) A day worker is one who is assigned to a job which is normally scheduled from 6:30 a.m. to 11:00 a.m., and from 11:30 to 3:00 p.m., Monday to Friday inclusive. It is agreed by the Company and the Union that day workers may be scheduled on other than the above hours to suit the circumstances of the business.
- (b) A worker, who is unavoidably prevented from reporting for work at his/her regularly scheduled starting time, shall, whenever reasonably possible, notify the Manufacturing Manager/Distribution Manager of the fact, preferably fifteen (15) minutes before, but no later than fifteen (15) minutes after his/her regularly scheduled starting time. Employees who will not be reporting for work on the second shift must notify management at least one (1) hour before his/her regularly scheduled starting time. The employee must provide the approximate return to work date.

An employee must speak to manufacturing/distribution management or leave a detailed message on the answering machine if the telephone isn't answered personally. The onus is on the employee to make sure that either management or the answering machine received the message.

- (c) Any employee, who is not in the plant at his/her regular starting time as indicated on his/her timecard shall not be

considered to have started until the next fifteen (15) minute period after his/her actual starting time.

- (d) Employees must be ready to work when the second buzzer rings to signify the beginning of the work period. Employees must be dressed in their work clothes, work boots and safety glasses when the buzzer sounds.

9:03 Change in Hours of Work

Should an employee be required to change his/her regularly schedule hours of work, the Company will notify the employee of such change two (2) working days in advance of his/her regularly scheduled hours of work, but not less than one (1) working day. Such notification will not be given, however, in the case of an emergency. The Company will post a three (3) week shift schedule on the Wednesday before the new shifts start.

9:04 Allowance for Limitation of Work

- (a) If any employee reports for work at his/her regularly scheduled reporting time and no work is provided, he/she shall receive four (4) hours pay at straight time for so reporting, providing that such employee had not been notified twelve (12) hours or more prior to his/her regularly scheduled reporting time that he/she should not report for work.
- (b) If any employee has worked less than four (4) hours, he/she shall receive a minimum of four (4) hours' pay. If he/she has worked over four (4) hours, but less than eight (8) hours, he/she shall receive eight (8) hours' pay.
- (c) In the case of accident, breakdown, interruption of power, or Act of God being the cause for his/her services not being required in (a) above, he/she shall receive two (2) hours pay and in (b) above, he/she shall be paid for those hours worked with a guaranteed minimum of two (2) hours pay at straight time.
- (d) Employees who are notified before punching out to return to work before their regularly scheduled reporting time for the purpose of unloading tank cars or loading or unloading boxcars shall receive a minimum of four (4) hours pay at the applicable overtime rate for work performed in such cases. Pay as called for by this Article shall cease at the employee's regularly scheduled starting time.

**ARTICLE 10**  
**CALL-IN**

- 10:01 A call-in is when an employee is called into work outside of his/her regular working hours when the request to return to work is made after the employee's regular quitting time. However, when an employee is told during working hours that he/she will have to come in after his/her scheduled working hours, but will be notified of the time for him/her to come in, by telephone or any other manner, after punching out, he/she will qualify for call-in.
- 10:02 Such employee shall be paid at the rate of two (2) times his/her regular rate of pay for such work performed on the said call-in with a guarantee of four (4) hours call-in pay, whether the four (4) hours was actually worked or not.
- 10:03 When an employee has worked more than four (4) hours on the call-in, and the hours worked on the call-in are extended into the employee's regularly schedule starting time, call-in pay as called for by this Article shall cease at the employee's regularly scheduled starting time.

**ARTICLE 11**  
**STATUTORY HOLIDAYS**

- 11:01 The following shall be recognized as Statutory Holidays during the contract years:

New Year's Day	BC Day	Day before Christmas
Good Friday	Labour Day	Christmas Day
Victoria Day	Thanksgiving Day	Boxing Day
Canada Day	Remembrance Day	Floating Day *

and any holiday as may be declared either Provincially or Federally.

\* Effective the contract year commencing November 1st, 1983 a floating day will be observed in February on a Monday to be determined by Management. The Plant and Warehouse will close on that day. This floating day will remain in effect until "Heritage Day" or any other holiday is declared either Provincially or Federally. If and when this occurs, the "floating day" will be replaced by that new holiday.

- 11:02 The period of time recognized as a holiday is the twenty-four (24) hour period beginning at 24:00 p.m. of the day preceding the day recognized as the Statutory Holiday.
- 11:03 It is understood that employees will not be required to work on a Statutory Holiday except under emergency condition.

11:04 When a holiday listed falls on Saturday or Sunday, employees will observe the holiday on the preceding Friday or the following Monday. Choice of the day at the Company's discretion.

The Company will post the list (dates) of Statutory Holidays prior to December 31st of each year.

11:05 Overtime shall be paid for all work performed on recognized Statutory Holidays, at the rates hereinafter specified in Article 16.

11:06 In addition to any other compensation earned under the provisions of this Agreement, any employee who is on the Company's payroll on any of the foregoing recognized Statutory Holiday, shall be granted eight (8) hours pay at the straight time rate of pay, at which the employee is classified on the day of the holiday, provided that:

(a) Any new employee must have been on the Company's payroll for not less than thirty (30) days immediately preceding the holiday.

11:07 An employee will also be eligible for holiday pay under the following circumstances:

(a) The employee was unable to work by reason of an industrial accident as recognized by the Workers' Compensation Board. In such event such employee shall be entitled to Statutory Holiday pay for the period of twelve (12) months following the date of the accident. If payment is not received from the Workers' Compensation Board, the Company will pay the employee an equivalent amount of holiday pay that would have been provided by the Workers' Compensation Board for the twelve (12) month period.

(b) The employee was absent due to a bona fide accident or sickness verified by a doctor's certificate at the company's request. The effects of alcohol, drugs or other self-inflicted impairments shall not constitute a bona fide sickness or accident. If the employee feels he has been done an injustice, the Union reserves the right to grieve under the Grievance Procedure. If payment is not received from the Company's benefit insurers, the Company will pay the employee an equivalent amount of holiday pay that would have been provided by the plan.

## **ARTICLE 12** **VACATIONS**

- 12:01 It is hereby understood and agreed that in the application of the following provisions governing vacations and vacation pay, no employee shall be treated less favourably than is provided for under the "Annual and General Holidays Act" (RSBC 1960, Chapter 11 and Amendments thereto).
- 12:02 The vacation period shall be the twelve (12) months period commencing on July 1st and ending on the following June 30th.
- 12:03 Those employees on the Company's payroll on July 1st of any year who have been employed for less than twelve (12) months prior to said July 1st, and who, therefore, do not qualify for two (2) weeks vacation, will --- in the vacation period commencing on that date --- be granted one-quarter (1/4) of a day's vacation with pay for each full week of work performed in the immediately preceding vacation period. Pay for such vacation will be computed at four percent (4%) of the employee's actual earnings during the vacation period in which the vacation was earned. Fractional entitlements will be rounded off to the nearest full day with one-half (1/2) being increased to a whole. Those not qualifying for days off will be paid four percent (4%) holiday pay as earned by them in the immediately preceding vacation period.
- 12:04 Employees on the Company's payroll on July 1st who have been continuously employed by the Company for the full twelve (12) months of the preceding vacation period, and who have worked at least three-quarters (3/4) of the full time hours available on their jobs during that twelve (12) months period, shall be granted two (2) weeks vacation with pay. Pay for such two-week vacation shall be four percent (4%) of the employee's actual earnings during the vacation period in which the vacation was earned, or, two weeks base pay computed on the basis of the employee's regular job rate at the time he/she goes on vacation, whichever is greater.
- 12:05 Employees on the Company's payroll on July 1st, who have been continuously employed by the Company for two (2) or more years, shall be granted three (3) weeks vacation with pay. Pay for such three-week vacation shall be six percent (6%) of the employee's actual earnings during the immediately preceding vacation period, or, three weeks base pay computed on the basis of the employees regular job rate at the time he/she goes on vacation, whichever is the greater. The third week will be taken at the convenience of the employer.
- 12:06 Employees on the Company's payroll on July 1st, who have been continuously employed by the Company for seven (7) or more years, shall be granted four (4) weeks vacation with pay. Pay for such four-week vacation shall be eight percent (8%) of the employee's actual earnings during the immediately preceding vacation period, or four weeks base pay computed on the basis of the employee's regular job rate at the time he/she goes on vacation, whichever is the greater. The third and fourth weeks will be taken at the convenience of the employer.

- 12:07 Employees on the Company's payroll on July 1st, who have been continuously employed by the Company for fourteen (14) or more years, shall be granted five (5) weeks vacation with pay. Pay for such five-week vacation shall be ten percent (10%) of the employee's actual earnings during the immediately preceding vacation period, or, five (5) weeks base pay computed on the basis of the employee's regular job rate at the time he/she goes on vacation, whichever is the greater. The third, fourth and fifth weeks will be taken at the employer's convenience.
- 12:08 Employees on the Company's payroll on July 1st, who have been continuously employed by the Company for twenty-one (21) or more years, shall be granted six (6) weeks vacation with pay. Pay for such six week vacation shall be twelve percent (12%) of the employee's actual earnings during the immediately preceding vacation period or six (6) weeks base pay, computed on the basis of the employee's regular job rate at the time he/she goes on vacation, whichever is the greater. The fourth, fifth and sixth weeks will be taken at the employer's convenience.
- 12:09 Should a Statutory Holiday fall while an employee is on vacation --- he/she shall be entitled to an additional day off with pay as provided in Article 11 --- "Statutory Holidays".
- 12:10 One (1) week vacation constitutes one (1) work week as defined in Article 1:05.
- 12:11 The following shall be considered as time worked for the purpose of qualifying for a vacation:
- (a) Time lost as the result of an accident or sickness as recognized by the Worker's Compensation Board. In such event the employee shall be entitled to qualify for vacation for the period of twelve (12) months following the date of the accident or sickness.
  - (b) Time lost as the result of a bona fide sickness or accident not so covered by Workers' Compensation Board. In such event the employee shall be entitled to qualify for vacation for the period of twelve (12) months following the date of the accident or sickness.
  - (c) Time spent on earned vacation;
  - (d) Time spent on Statutory Holidays as defined in Article 11, "Statutory Holidays";
  - (e) Time spent on Jury duty as defined in Article 23;
  - (f) Time absent from work because of compassionate leave as defined in Article 24;

- (g) Time spent on an approved leave-of-absence, not to exceed thirty (30) days.

- 12:12 An employee will cease to accrue vacation pay entitlement while on layoff.
- 12:13 No employee may continue to work and draw vacation pay in lieu of taking a vacation, except as under 12:03. Those not qualifying for holidays as defined in Article 12:03 will be paid four percent (4%) holiday pay, as earned by them in the immediate preceding vacation period, on July 1st.
- 12:14 Vacation pay shall be issued upon the employee's request prior to his leaving on vacation if requested one (1) week prior to vacation.
- 12:15 Management will determine the number of employees in each classification who can be on vacation at one time. Under certain circumstances where the substitute employee is in a different classification, only one of the employees can be away at any one time.

Employees will be advised by January 31st to submit by February 28th, their preferred two weeks' vacation. The vacation schedule for the first two weeks will be posted by Management by March 15th. For those with more than 2 weeks vacation entitlement, this procedure will continue in one week vacation increments until all vacation weeks are scheduled. Once the schedule is set, changes must be made by mutual consent. Each additional reiteration of the allocation will be two weeks. Those with seniority will be given preference. During the period July 1st through Labour Day, the maximum vacation allocation for each employee is three weeks.

Employees taking one (1), two (2) or three (3) weeks vacation may be required to take them in seven (7), fourteen (14) or twenty-one (21) calendar day increments only commencing Mondays.

- 12:16 The company banking of vacation policy is available to those employees who are entitled to twenty (20) or more days vacation each year. Full details of the policy are available from the Union Executive or Human Resources. (Refer to Schedule "F")
- 12:17 If an employee becomes disabled as a result of sickness or accident whether recognized by the Workers' Compensation Board or not, prior to the commencement of the employee's scheduled vacation, and if such disability extends into the scheduled vacation, the vacation may be postponed and another vacation taken.
- 12:18 If an employee becomes disabled as a result of sickness or accident whether recognized by the Workers' Compensation Board or not, after his/her vacation has commenced, the period of such disability shall be considered as an absence due to sickness and excluded from the vacation. The employee shall

be granted an equal number of calendar days as an extension or may take the same number of days at a later time.

- 12:19 If an employee becomes disabled as a result of sickness or accident, whether recognized by the Workers' Compensation Board or not, before he/she takes the vacation to which he/she is entitled during any vacation period and continues to be disabled through to the end of the vacation period, he/she may carry his/her vacation privilege into the following vacation period, with his/her next vacation.
- 12:20 The Company will require a statement of a qualified physician as proof that the employee was disabled as a result of sickness or accident as stated in Article 12:16, Article 12:17, and Article 12:18.
- 12:21 An employee may at the Company's discretion take one (1) or two (2) days vacation if one week's notice is given. Vacation will not be unreasonably denied.
- 12:22 Employees will be allowed to use up to 50% of their annual July 1<sup>st</sup> vacation allotment starting April 1<sup>st</sup> each year.

### **ARTICLE 13**

#### **SENIORITY**

- 13:01 Seniority is defined as the date of hire by an employee at the Company's Vancouver Plant and/or Warehouses.
- 13:02 Accrual of Seniority - Seniority accumulates when an employee is absent from work:
- (a) Resulting from an occupational injury or illness covered by the Workers' Compensation Act;
  - (b) During a continuous absence from work of not more than twelve (12) months, resulting from an injury or illness not covered by the Workers' Compensation Act. After these twelve (12) months seniority will cease to accrue, but stays in force for a further twelve (12) months;
  - (c) During any leave of absence;
  - (d) During a lay-off of twelve (12) months or less.
- 13:03 The Company shall advise a member of the Unit Executive forty-eight (48) hours prior to notice of all lay-offs, promotions, demotions, and recalls from lay-off.



If a layoff should extend beyond 13 weeks, the employee may choose to protect recall rights as per Article 13:04 or exercise his/her rights for severance as per the BC Employment Standards Act, Section 8.

13:04 Loss of Seniority

Seniority shall be lost when an employee:

- (a) Voluntarily quits his/her employment with the Company;
- (b) Is discharged for cause;
- (c) Fails to report for work within five (5) calendar days after receiving notice of recall. Notice of recall shall be by direct telephone, absence of favourable response to be followed by registered mail sent to the employee's address then on the Company's records. It shall be the sole responsibility of the laid-off employee to advise the Payroll Department of his/her latest mailing address;
- (d) Is on lay-off for more than twelve (12) consecutive months;
- (e) Is absent from work without leave unless there was, in the Company's opinion, a justifiable cause for such absence.

13:05 Probationary Employees

A new employee shall be considered to be on probation for 90 calendar days from date of hire and shall not be entitled to any seniority rights until the employee has satisfactorily completed such probation period.

Probationary employees who miss days of work for any reason, will have their probationary period extended the amount of time that was missed.

At 30, 60 and 90 days a performance review will be conducted with the employee. A Shop Steward will be present.

If such employee is continued in the employ of the Company after the expiration of the probationary period, his/her length of service shall be computed from his/her date of hire.

13:06 Summer Students

- (a) For the summer period (May 1<sup>st</sup> through Labour Day), the Company may hire students to work in the Distribution Centre on an as-required basis. The Company may hire up to five (5) students for a minimum of 3 days (24 hours) in one week.

- (b) Summer students shall not be entitled to any seniority rights during the specified employment.
- (c) A summer student shall be entitled to medical coverage if required.
- (d) A summer student will have his vacation pay paid out on each paycheque.

13:07 Promotion, Demotion, Lay-off, Recall

- (a) In selecting employees for upgrading and promotions, the following factors shall be considered:
  - (i) Seniority;
  - (ii) Physical ability.

There will be 30 and 60 day performance reviews after the posting is filled.

- (b) Seniority will govern in case of demotion (except for cause).
- (c) Seniority will govern in cases of lay-off and recall from lay-off.
- (d) In cases where demotions are made as disciplinary measure, the provisions outlined in Article 13:7 (b) do not apply.
- (e) Nothing in Article 13 is to be construed in any way preventing the Company from retaining or recalling an employee out of line of seniority when his/her abilities are required for the operation or maintenance of the Plant.

13:08 All employees shall be credited with seniority from the date of their hire, subject to Article 13:02. Seniority is defined as the employee's date of hire.

13:09 An employee laid off who loses seniority and is then rehired with the same classification, may receive credit on the wage scale for past service with the Company in determining his/her hourly rate of pay.

13:10 Seniority lists shall be compiled each January, May and September. Seniority lists shall show date of hire, and classification of each employee. A copy of such seniority lists shall be forwarded to the Unit Chairperson and a copy to be posted on all bulletin boards in the plant and warehouse.

The Union shall bring to the attention of the Company any errors or omissions in the list.

13:11 The Company will post all job vacancies and new jobs created during the term of this Agreement on all bulletin boards. Employees may apply for the position in writing to the Manufacturing Manager/Distribution Manager within five (5) days. Consideration of successful applicants shall be in accordance with Article 13:07. The exception to the above procedure is if the vacancy is for one (1) month or less.

Successful applicants on job postings and biddings on new jobs will be posted five (5) days after closing date of said job posting. If job postings are withdrawn, notice will be posted. Training shall not commence until the posting has been awarded. If either the employee or the Company is not satisfied with the new posting, the employee can return to the old position within the first 60 days.

Copies of job postings and declaration of successful applicants will be forwarded to the Union.

13:12 A temporary transfer is defined as one in which an employee is not reclassified. A temporary transfer will be no longer than four (4) months. All temporary transfers will be posted.

When an employee is temporarily transferred from one job to another which has a higher rate of pay, the employee's rate shall be increased to the new job rate for the period of the change.

When an employee is temporarily transferred from one job to another which has a lower rate of pay, the employee shall retain his/her regular rate of pay for the period of the change.

13:13 Any employee who is transferred or promoted out of the bargaining unit to a job in the employ of the Company, and is thereafter returned to a job within the bargaining unit, shall be credited with seniority as of his/her hiring date up to his/her transfer or promotion. Any employee who is transferred or promoted out of the Bargaining Unit to a job in the Company after November 1, 1992 shall be granted a ninety (90) day period from the date of transfer or promotion to return to a job within the Bargaining Unit without loss of seniority. After the ninety (90) day period, the employee will be deemed to have lost all seniority.

13:14 Should it become necessary to shut down the Company's plant and/or warehouse and to lay-off all of the work force, the Company to post written notice of such action sixty (60) calendar days in advance and to mail a copy to the Union office.

**ARTICLE 14**  
**JOB CLASSIFICATIONS AND JOB RATES**

- 14:01 The job classification rates during the term of this Agreement shall be in accordance with Schedule "A", appended hereto, and exclude premium pay, bonuses, shift-differential, and allowance of any type or kind.
- 14:02 A new job classification created during the term of this Agreement shall be subject to negotiations for the establishment of job rates. In the event that an agreement on job rates for a new classification cannot be reached between the Company and the Union, the job classification shall nevertheless be established with an interim rate. The matter will then be referred to the next Collective Labour Agreement negotiations for finalization of rate. The rate finally agreed upon between the parties shall be retroactive to the date of institution of the new classification. The retroactive adjustment shall not include any general wage increase granted in negotiations.
- 14:03 (a) The minimum hiring rate for hourly paid employees shall be the starting rate, as shown in Schedule "A".
- (b) The Company may waive the provisions of Section 14:03 (a) above, and pay the Class A rate under Schedule "A" for a job and to an employee at any time during the Class C or B period, if, in the Company's opinion the employee has the necessary qualifications to justify such action.
- 14:04 In case of a reclassification to a job rate having the same, or higher, Class A job rate as the employee's immediately preceding classification, the employee's rate of pay will not be reduced below his/her present job rate.
- 14:05 Any employee working regularly on a combination of classifications shall be paid on the wage scale at the rate set out for the highest classification worked.
- 14:06 Any employee reclassified to a job having a lesser Class A Job Rate than his/her immediately preceding classification, shall be classified and paid at the lesser Class A Job Rate after a period of sixty (60) days.

## **ARTICLE 15**

### **WAGE RATE ADJUSTMENTS**

- 15:01 Union employees requested by the Company to obtain a valid Industrial First Aid Ticket as recognized by the Workers' Compensation Board, will receive a premium in addition to their regular rate of pay of one dollar and forty cents (\$1.40) for a Level III ticket, or one dollar and fifteen cents (\$1.15) for a Level II ticket will be paid for all hours worked. The Company will pay for a maximum of eight (8) first aid tickets in any combination.
- 15:02 The Company will provide first aid coverage as required by the W.C.B. Further, the Company will use unionized Industrial First Aid Attendants for coverage

when practical. The Company emphasizes the importance of the Union having eight qualified Industrial First Aid Attendants as per Article 15:01.

**ARTICLE 16**  
**OVERTIME**

16:01 Overtime at the rate of two (2) times the job rate will be paid as follows:

- (a) All hours worked in excess of eight (8) in a twenty-four (24) consecutive hour period, starting when the employee reports for work and ending twenty-four (24) hours later;
- (b) For the first eight (8) hours worked on sixth (6th) consecutive day and/or Saturday;
- (c) For the first eight (8) hours worked on the seventh (7th) consecutive day and/or Sunday;
- (d) For the first eight (8) hours worked on Statutory Holidays, specified in Article 11 "Statutory Holidays" of this Agreement.

16:02 Overtime at the rate of two and one-half (2-1/2) times the job rate will be paid for all hours in excess of eight (8) on the sixth consecutive day, Saturday, on seventh consecutive day, Sunday, and/or Statutory Holiday.

16:03 Overtime shall be computed on the current job rate only.

16:04 An employee may at his/her option accumulate overtime for the purpose of taking equivalent paid time off. Overtime can be banked to a maximum of 20 working days. Employees must give the company five (5) days notice of their intent to take the time off, and approval for such a request will be at the convenience of the company. Banked time must be taken in full days only and not carried over into the next calendar year.

16:05 An employee who is required to work more than eight (8) consecutive hours overtime immediately following his/her normal working hours, shall be granted eight (8) consecutive hours off of the job before reporting for work again without loss of pay.

16:06 (a) If an employee is held over for two and one-half (2-1/2) hours or more overtime, he/she shall be entitled to and receive a meal at the Company's expense. If an employee is called in for three (3) hours or more, two (2) hours after start of call-in a meal will be provided. An employee will qualify for a subsequent meal, if the hold over or call-in is for six (6) hours, and one (1) meal every four (4) hours thereafter.

- (b) A period of thirty (30) minutes will be allowed for the consumption of each meal, without loss of pay.
- (c) If the Company does not provide a meal, the sum of twelve dollars and fifty cents (\$12.50) shall constitute a meal payment.
- 16:07 Transportation will be provided when an employee is called in without advance notice or held over, and the employee is unable to supply his own transportation, including public transportation with exception of taxis. The Company in that case will provide transportation at the Company's expense.
- 16:08 When overtime is required in an area or classification, the following procedure for scheduling overtime will occur:
1. Determine who is classified and capable of doing the job;
  2. Ask those qualified from #1 above to work in order of seniority.
- 16:09 Overtime shall be computed in units of fifteen (15) minutes, and shall be computed to nearest fifteen (15) minutes.
- 16:10 No employee will use their personal automobile on Company business.
- 16:11 If an employee will be working two or more hours overtime after his/her regular shift, he/she shall be allowed a fifteen (15) minute break before beginning the overtime work. Otherwise, once an employee has worked one hour of overtime, he/she shall be allowed a fifteen minute break. In the latter case, if mutually agreed among the employees and management, employees can request to continue working and receive an extra fifteen minutes pay at the appropriate overtime rate.

**ARTICLE 17**  
**WORKING THROUGH THE LUNCH PERIOD**

- 17:01 When an employee is requested to work during his/her full regular lunch period, he/she shall be paid at the rate of two (2) times his/her regular rate of pay, plus be allowed thirty (30) minutes to consume his/her lunch at an earlier or later time without pay. The time allotted to eat his/her lunch must be within one (1) hour of his/her regular lunch period.

**ARTICLE 18**  
**SHIFT DIFFERENTIAL**

- 18:01 A shift starting prior to 6:30 a.m. or ending after 5:00 p.m. for the convenience of the employer, shall be paid at the rate of seventy-five (75) cents above the

regular rate for the entire eight (8) hour shift, and for continuous hours worked in overtime.

- 18:02 If an employee is required to work a shift which starts or finishes outside the hours of 6:00 a.m. to 6:00 p.m. eight (8) hours will constitute a full shift and be paid for as nine (9) hours. If such employee is required to work beyond eight (8) hours he/she shall be paid an additional premium of seventy-five (75) cents per hour for the continuing hours so worked. An employee may bank the ninth (9) hour at straight time instead of being paid.
- 18:03 In the event that an employee is entitled to the pay pursuant to either Article 18:01 or Article 18:02 such employee shall be entitled to whichever benefit is greater.
- 18:04 Shift-differential shall not be included with the employee's job rate for the purpose of calculating overtime payments.
- 18:05 When shifts are required in an area or classification, the Company shall distribute the shifts on a seniority basis amongst the capable employees within the area or classification.

## **ARTICLE 19**

### **M.S.P.**

- 19:01 The Company agrees to continue the Medical Services Plan of BC and extended Health Benefits for its employees and agrees to pay one hundred percent (100%) of the cost of said plans.
- 19:02 For employees with one or more years of service, the Company will remit contributions required to maintain the Medical Services Plan of BC coverage, and Extended Health Care Benefit while on lay-off. First year's service will consist of accumulated time. This lay-off provision shall take effect on the first day of the month following the month in which the employee was laid-off and shall continue during the lay-off for a maximum period of three (3) months for Extended Health Care and twelve (12) months for Medical Services Plan of BC coverage.

## **ARTICLE 20**

### **DENTAL PLAN**

- 20:01 The Company agrees to continue the dental plan for its employees and further agrees to pay one hundred percent (100%) of the premium costs. See Schedule "E" for details.

## **ARTICLE 21**

**GROUP INSURANCE, ACCIDENT AND DISABILITY BENEFITS**

21:01 Group insurance and a non-occupational disability plan shall be provided for all employees in accord with Schedule "D".

**ARTICLE 22**  
**PENSION**

22:01 The Company shall provide the General Paint Hourly Pension Plan for its employees.

22:02 The Company shall contribute on behalf of each member an amount equal to the amount contributed by the member subject to a maximum of 6.5% of the net weighted average which is calculated on January 1st of each year.

22:03 Refer to Schedule "G" – Pension Plan for the summary of the plan and the Pension Plan text for the full details.

**ARTICLE 23**  
**JURY DUTY**

23:01 An employee summoned for jury duty or subpoenaed as a witness for either the Crown or the defence will continue to receive make-up pay for those days and hours of his/her regular schedule during which he/she is required to be absent by virtue of such summons or subpoena. The amount of such pay will be that which together with his/her jury or witness pay, equals what he/she would have received for his/her regular hours, had he/she worked.

**ARTICLE 24**  
**COMPASSIONATE LEAVE**

24:01 In the event of a death in an employees immediate family, the Company will grant as an excused absence such time as may be reasonably needed. An employee may use vacation time or banked time.

24:02 The immediate family shall mean: father and mother including in-laws, child, spouse, brother and sister including in-laws, grandmother and grandfather, grandchildren, stepchildren, step-parents, foster-children and foster-parents.

24:03 The Company will pay such employee his/her straight time pay for any of his/her immediately preceding scheduled working days lost up to a maximum of three (3) days ending on the day of the funeral. Five (5) days compassionate leave with pay will be granted in the event of death of the employee's spouse, children, foster children, parents and spouse's parents. In the case of funeral held more than two hundred and fifty (250) kilometres from the plant and/or warehouse, a maximum of five (5) days ending on the day following the funeral.



No pay allowance will be made when the employee does not attend the funeral, service or memorial.

**ARTICLE 25**  
**LEAVE OF ABSENCE**

- 25:01 Plant operations permitting, the Company will grant leave of absence without pay, not to exceed thirty (30) calendar days to employees (up to sixty (60) calendar days for employees with twenty-one (21) or more years of service) for legitimate reason, in the discretion of the Company, which may include personal reasons or to attend to Union business. Such leaves will not be unreasonably or arbitrarily denied. All leaves of absence in excess of fourteen (14) calendar days shall be confirmed in writing by the Company to the employee.
- 25:02 For those employees, who are officers in the Union, the Company will guarantee leaves of absence fifty percent (50%) with pay to attend meetings and attend to Union business for a period not to exceed two (2) working days per month to a maximum of twelve (12) days per year. Additional time may be granted solely at the union's expense. Notice will be required no later than two (2) days before the day of leave of absence.

**ARTICLE 26**  
**SAFETY**

- 26:01 The Company agrees to provide equipment, protective clothing, procedures and safety rules which provide safe working conditions for all its employees. The safety rules shall include all rules and regulations within the "Accident Prevention Regulations of the Workers' Compensation Board", and these shall be the governing factors.
- 26:02 The Company and the Union agree to promote the development of safe working practices amongst the employees, to eliminate accidents and health hazards.
- 26:03 The Company and the Union agree to establish and maintain a "Health and Safety Committee" in accordance with Schedule "C".
- 26:04 The employees are expected in the general interest to assist in any possible way in event of an accident or a fire, as laid down by the Health and Safety Committee.
- 26:05 Employees will not be expected to work with unsafe equipment or under unsafe working conditions. Employees are expected to report immediately to their supervisor any cases of unsafe equipment or unsafe working conditions. If the unsafe condition is not corrected in a reasonable time, the matter will then be referred to the Health and Safety Committee. The Committee will meet as soon

as practicable at a special meeting called for this purpose and decide on the safety of the item concerned.

- 26:06 The Company shall provide to employees upon request, within the scope of this Agreement, up to five (5) pairs of coveralls per week and shall launder same at the Company's expense at least once each week. These coveralls are to remain in the property of the Company and are to be returned if the employee leaves the employment of the Company. If the coveralls are not returned, it is understood that the Company may charge the employee the depreciated value of these. Warehouse personnel will be granted one hundred and fifty (\$150.00) per year for work clothing.
- 26:07 The Company agrees to furnish to any employee if required, free of charge, (a) goggles, (b) respirators, (c) gloves, (d) rubber aprons, (e) rubber pants, (f) rubber coats, (g) leather gauntlets, and (h) all other safety and/or protective clothing required to do their job efficiently, effectively and safely. Storage facilities will be provided for safety equipment and that equipment shall be correctly used and cared for by the employee.
- 26:08 The Company shall provide for prescription safety glasses for employees who have passed their probationary period. The Company will pay up to a maximum of two hundred and fifty-five (\$255.00) for these glasses and employees receiving this benefit must wear these glasses on the job. The Company further agrees to provide glasses every one (1) year if prescription changes are necessary or if they have been accidentally damaged or broken while working. Frames will also be replaced if accidentally damaged or broken while working. Such replacement shall apply only to the extent that it is not provided by the Workers' Compensation Board.
- 26:09 Safety glasses shall be worn at all times in the factory.
- 26:10 The Company agrees to provide and maintain lunchrooms, change rooms, washrooms, and other sanitary facilities. The Union agrees to cooperate fully with the Company in the care and cleanliness of these facilities. The Company agrees to provide one (1) lockable locker per employee.
- 26:11 The Company will provide adequate first-aid facilities and medical supplies in accessible parts of its premises and will encourage and foster qualified first-aid instructions for its employees. The Union recognizes its responsibility and shall cooperate with the Company in urging employees to follow and observe Company safety rules.
- 26:12 The employer agrees to pay for the cost of a pair of safety shoes to a maximum of one hundred and sixty dollars (\$160.00) for all employees once every twelve (12) month period. Depending on the condition of the safety shoes, at management's discretion employees may be entitled to safety shoes more frequently than every 12 months. It shall be mandatory that these shoes be worn on the job at all times.

- 26:13 When a new employee reports for work, before starting on the job, he/she will be accompanied by the Safety Supervisor or Manufacturing/Distribution Manager on a tour of the plant and warehouse. It will be pointed out to the new employee that there are many potential hazards to health and safety, and he/she will be advised on proper procedures to avoid these hazards. A new employee will have a private meeting with a Union officer on his/her first day, not to exceed fifteen (15) minutes or if more than one employee, not to exceed thirty (30) minutes.
- 26:14 The Company will request its suppliers to provide safety data sheets for all materials and shall make these available to all employees.
- 26:15 For these employees, who are members of the Health and Safety Committee, the Company will allow leaves of absence fifty percent (50%) with pay to attend training courses and seminars approved by the Health & Safety Committee. These leaves are not to exceed one (1) week each year and the Company must be notified at least one (1) month in advance of requested leave. The Company has the authority to control the taking of the leave to avoid jeopardizing departmental operations.

**ARTICLE 27**  
**MEDICAL EXAMINATIONS**

- 27:01 Any medical examination requested by the Company shall be promptly complied with by all employees provided, however, that the Company shall pay for all examinations. The Company reserves the right to select its own medical examiner or physician and the Union may, if in its opinion an injustice has been done to an employee, have said employees re-examined at the Union's expense.
- 27:02 When a medical examination is required by the Company, the following conditions shall apply:
- (a) If an employee submits to a medical examination during his/her normal working hours he/she shall be paid for the time involved and thus not lose any pay as a result of his/her taking a medical examination.
  - (b) The employee will sign a release, authorizing the physician to supply the Company and the Union with a copy of the medical report. These copies will be kept in strictest confidence.
  - (c) In all cases, employees shall be supplied with a copy of the medical report.

- 27:03 If, following a Company requested medical examination, any employee is deemed to be physically incapable of carrying out his/her regularly assigned duties, the following procedure shall be followed:
- (a) The Company shall notify the Union of the medical findings in respect to the employee. Should the Union or the employee disagree with said findings, the employee at his/her own expense, shall have the right to be examined by his/her personal physician.
  - (b) When there is no agreement between the Company appointed physician and the employee's physician, on the condition of the employee, the two physicians shall select a specialist to examine the employee with respect to the dispute.
  - (c) The findings of the specialist shall be final and binding on all parties.
  - (d) The remuneration of the specialist shall be borne equally by the Company and the Union.
  - (e) Should the specialist deem the employee to be capable of carrying on his/her assigned duties, then the employee shall not suffer any loss of earnings caused by his/her having been removed from or temporarily suspended from his/her regularly assigned duties.
  - (f) Should the employee be deemed incapable of carrying out his/her assigned duties, then the Company and the Union shall meet forthwith to negotiate provisions for rehabilitation, retirement or termination of the employee.

**ARTICLE 28**  
**EXTRA CONTRACT AGREEMENTS**

- 28:01 The Company agrees not to enter into any agreement or contract with the employees, as defined under Article 1:01, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement, as described above, shall be null and void.

**ARTICLE 29**  
**PAYDAY**

- 29:01 Payday will be every second Friday. All employees hired after November 1st, 1986, shall sign up for direct deposit of their pay cheques into a financial institution of their choice.

- 29:02 Sick days and banked overtime will be paid out on separate cheques. Employees must give one (1) week's notice for payout and the Company will process the separate cheque for the next payroll. The payout can be either direct deposit or by cheque.
- 29:03 Banked overtime will not be paid in the same pay period in which it is earned.
- 29:04 Employees will be allowed a payout of banked overtime once a quarter.

### **ARTICLE 30**

#### **VALIDITY**

- 30:01 If any article(s) or section(s) of this Agreement or of any supplements or riders thereto should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any article(s) or section(s) should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and any supplements or riders thereto, or the application of such article(s) or section(s) to person or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby.

In the event that any article(s) or section(s) of this agreement or any supplements or riders thereto is held invalid or enforcement of or compliance with which has been restrained as above set forth, the Company and the Union shall enter into negotiations after receipt of written notice of the desired amendments by either the Company or the Union for the purpose of arriving at a mutually satisfactory replacement for such invalidated article(s) or section (s). There shall be no time limits for such notice. The parties must make an agreement within sixty (60) calendar days after receipt of the written notice. On failure to arrive at a mutually satisfactory replacement for such invalidated section(s) or article(s), both parties will agree to a temporary replacement. The matter will then be referred to the next contract negotiations for finalization.

### **ARTICLE 31**

#### **NON-DISCRIMINATION**

- 31:01 No employee will be discriminated against or discharged for refusing to cross a legal Union authorized picket line.
- 31:02 The Human Rights Act is to be considered as a minimum for non-discrimination for the collective agreement.
- 31:03 The Union and Company support a harassment-free workplace. Refer to the policies on the bulletin boards.

**ARTICLE 32**  
**BULLETIN BOARD**

- 32:01 The Company will provide three (3) lockable bulletin boards for the use of the Union. One bulletin board shall be in the men's lunchroom, one in the women's lunchroom, and one in the warehouse. The Union shall have the exclusive use of these boards for the purpose of posting papers, notices, etc. which may be of interest to Union members. Notices placed on the bulletin boards shall be signed by a responsible officer of the Union.
- 32:02 The Company will provide two (2) bulletin boards, one located in the plant and the other in the warehouse. All notices placed on this bulletin board shall, before posting, be submitted to the Company through the Manufacturing Manager/Distribution Manager for approval.
- 32:03 No political pamphlets, brochures, etc. of any kind are allowed on any of the bulletin boards.
- 32:04 Within the plant and warehouse, there shall be no distribution or posting by employees of pamphlets, advertising, cards, or any kind of literature except as authorized by the Manufacturing Manager/Distribution Manager.

**ARTICLE 33**  
**ADJUSTMENT OF GRIEVANCES**

33:01 Definition of Grievance

A grievance is defined as a dispute, complaint, or difference of opinion between the Company and the Union, or between the Company and an employee, concerning the interpretation, application, operation or alleged violation of this Agreement.

33:02 Shop Stewards and Grievance Committee

- (a) The Company will recognize a maximum of five (5) Shop Stewards in the plant and/or warehouse.
- (b) The Local Union shall set up a Grievance Committee not exceeding four (4) in number, which shall include the employee concerned.

33:03 Procedure

- (a) It is agreed by the Company and the Union that meetings on grievances shall take place during regular day working hours and within five (5) days of said grievance.

- (b) It is agreed by the Company and the Union that no employee shall lose straight time pay for time absent from his/her job when he/she is within the plant or warehouse and when such absence from his/her job is for the purpose of processing grievances up to and including Step (3) of the grievance procedure outlined below.
- (c) It is agreed by the Company and the Union that, although Clause (b) provides for an employee's absence from his/her job for the purpose of processing grievances, the employee shall nevertheless secure permission from his/her immediate Supervisor before absenting himself/herself from his/her job and shall request such permission sufficiently in advance to permit the securing of adequate replacement. Such permission shall not be unreasonably denied.
- (d) The Company and the Union agree that it is important that the adjustment of grievances be made as speedily as possible according to the following procedures.

**Step 1** - An employee who feels he/she has a grievance as defined by Article 33:01 shall continue on his/her assigned duties. Should he/she wish to submit a grievance under this procedure, a written statement specifying the facts relating to the complaint shall be prepared and presented to the Manufacturing Manager or Distribution Manager with a Shop Steward present. The grievance shall not be considered under this procedure unless the written grievance is submitted to the Manufacturing Manager or Distribution Manager within fifteen (15) calendar days of the date of its occurrence becoming known, nor shall the Company be liable for any monetary payment covering any incident or period prior to the date of the occurrence specified in the written statement. The Manufacturing Manager or Distribution Manager shall, within seven (7) calendar days following receipt of the employee's submission of the grievance, give a written reply to the employee concerning his/her grievance.

**Step 2** - If settlement is not reached at the first step, the written grievance from Step 1 may, within seven (7) calendar days of completion of Step 1, be presented to the Vice President, Human Resource Services, or his/hers representative by the Union, who will, within seven (7) calendar days of the date the written grievance was received, arrange with the Unit Chairman a mutually satisfactory date for a meeting between the Union Grievance Committee and the Vice President, Human Resource Services, or his/her

representative; such meeting to be scheduled for a date not later than fourteen (14) calendar days from the date on which the written grievance was received by the Vice President, Human Resource Services.

The Vice President, Human Resource Services, or his/her representative, will make reply, in writing, to the grievance within seven (7) calendar days of the date of the Vice President, Human Resource Services' meeting with Union Grievance Committee.

**Step 3** - If settlement is not reached at the second step, the written grievance from Step 2 may be referred to an Arbitration Board by the Union and/or the Company. The party desiring arbitration shall notify the other party of its intent to seek arbitration by written notice, served by registered mail within thirty (30) calendar days of the completion of Step 2.

33:04 Grievance Concerning Discharge

Grievance concerning discharge for just cause will be taken up at Step 2 within seven (7) calendar days of the date of discharge. If it is determined that an injustice has been done to the employee, the Company will take whatever action may be necessary to correct the injustice, including - if justified - reinstatement of the employee in his/her job and payment for all, part, or none of the time lost from work by the employee.

33:05 Arbitration

- (a) Within seven (7) calendar days of the date of mailing notice of intent to seek arbitration, the party seeking arbitration shall provide the other party with a list of proposed arbitrators. The other party shall, within seven (7) calendar days of receiving the list, either accept one or more of the arbitrators or provide another list of proposed arbitrators.
- (b) If both parties are unable to agree on an arbitrator within seven (7) calendar days, either party may request the Minister of Labour, Province of British Columbia, to appoint an impartial individual as arbitrator.
- (c) After the arbitrator has been chosen by the foregoing procedure, he/she shall meet with all members present and hear the evidence of both parties. He/She shall render a decision after concluding the hearing of evidence. The decision of the arbitrator shall be final and binding upon the parties and upon any employee affected by it.



- (d) The arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Agreement, nor shall he/she substitute his/her discretion for that of the Company or the Union where such discretion has been retained by the Company or the Union, nor shall he/she exercise any function or responsibility of the Company or the Union, nor shall he/she render any decision which is inconsistent with the provisions of this Agreement. No question affecting the wage structure of the Company shall be considered arbitrable.
- (e) Each party shall pay any expenses involved in presenting its own case. The parties shall share equally the expenses and fees of the arbitrator.
- (f) The parties agree to specifically exclude the operation of Section 98 of the Labour Code of British Columbia.
- (g) There will be no loss of pay for union members attending an arbitration.

33:06 Time Limits

- (a) If the Union, or the employee presenting the grievance, does not take the necessary action to process the grievance within the time limits specified for any Step in Sections 33:03, and 33:04, above, that particular grievance shall no longer be deemed a grievance.
- (b) If the Company representatives do not take the necessary action to process the grievance, or provide answers, within the time limits specified for any step in Sections 33:03 and 33:04, the grievance may be referred to the next higher step, except that arbitration shall only be invoked upon the giving of proper notice as provided in Step 3 of Section 33:03.
- (c) In consideration of the time limits stipulated in this Article where "Working Days" are mentioned, Saturdays, Sundays and holidays shall be specifically excluded.

33:07 National Representative

It is understood that a National Representative may accompany members of the Union Grievance Committee to any, or all of the Union Grievance Committee's meetings with the Management. The National Representative may call upon members of the Union, in reasonable numbers, to accompany him/her to meetings of the Union Grievance Committee with the Management for that period of time only to give testimony.

**ARTICLE 34**  
**COMPENSATION**

- 34:01 If an employee is injured on the job, the Company shall pay that employee for the balance of the shift, providing the employee visits a doctor on the day of the injury.
- 34:02 The Company will provide transportation to a hospital or physician or qualified practitioner for initial treatment when necessary in the opinion of a qualified Industrial First Aid attendant. If required, the Company will provide transportation from initial treatment centre, to a further treatment centre and/or employee's home.

**ARTICLE 35**  
**SICK DAYS**

Commencing January 1, 1996, for absences due to non-occupational illness and accident not payable under the weekly indemnity plan, employees will be entitled to receive sick wages at the employee's current rate of pay at time of payout. Sick entitlement to be calculated on January 1<sup>st</sup> of each year based on the previous year's service as follows:

Employees with more than one (1) year seniority are entitled to two-thirds (2/3) sick days per complete\* calendar month from a guaranteed minimum of four (4) days to a maximum of eight (8) days in a calendar year.

Employees with twenty-one (21) or more years seniority are entitled to 0.833 sick days per complete\* calendar month from a guaranteed minimum of five (5) days to a maximum of ten (10) days in a calendar year.

On January 1<sup>st</sup> fractional entitlements will be rounded to the next half day.

\* A complete calendar month is defined as one in which the employee has received a minimum of fifteen (15) days earnings. \*\*

\*\* Earnings shall include payment received for Regular Wages, WCB payments (up to twelve (12) months), Vacation Days Taken, Statutory Holidays, the first fifteen (15) days of any Weekly Indemnity Claim and Sick Days Taken.

Employees with less than one (1) year of service are entitled to one-half (1/2) day per month of cumulative paid sick days.

In both the above cases, there is a "buy back" provision which entitles the employee to receive payment for all unused sick entitlement as of January 1<sup>st</sup> of each year.

Payout of sick time will be at the old rate up to October 31<sup>st</sup> of the year of payout and at the new rate from November 1<sup>st</sup> until December 31<sup>st</sup> of the year of payout.

A day's vacation cannot be requested to replace a sick day.

On January 1<sup>st</sup> of each year, any "unused" sick days shall be:

- a) Carried forward into the current year, or
- b) Paid out in full at the employee's request.

Unused sick days may be accumulated to a maximum of sixteen (16) days. Employees with twenty-one (21) or more years seniority may accumulate up to twenty (20) days.

Upon leaving the Company, an employee will be paid out for any outstanding sick entitlement.

### **ARTICLE 36** **CLASSIFICATIONS**

36:01 Any employee shall be classified and paid at the rate established in accordance with Article 14.

**Electrician** shall be a qualified BC licensed electrician capable of installing, maintaining, and repairing the Company's manufacturing and distribution equipment. In addition, general maintenance duties may be assigned.\*

**A Lead Hand** shall be competent to perform any of the work and to lead and direct others in their work, take full charge of training of the new employees in his department and shall be responsible for the well-being of that department.

**Millwright** shall be a person capable in the following: welding, carpentry, machinery repairs, fabrication and installation, minor electrical repairs, motor installation, sprinkler-system maintenance and general maintenance.\*

**Apprentice** is someone who is registered in the province of British Columbia Apprenticeship Program. They must remain enrolled in and progress through the levels (years) as required by the program. They shall be paid at straight time while attending school (yearly apprenticeship program).

**Truck Driver** shall be a person competent in the requirements of stockkeeper and capable of driving the Company truck between Company warehouses. The Truck Driver must possess the appropriate BC Driver's Licence as required by law to operate the Company truck; possess certification in a BC Safety Council approved course in the safe operations of forklifts; possess certification of training in the offering and handling and transportation of Dangerous Goods. The person must be competent to do a daily pre-trip inspection and distribute the load properly on the truck. The driver must provide a copy of an up-to-date Driver's Abstract from the Motor Vehicle Branch every second year to ensure

that his/her license is still valid. The person must also immediately inform the Company of any subsequent restrictions on his/her license.\*

**Millman I** shall be a person competent to obtain the necessary materials from stock and mix them in the assigned equipment to produce a batch of paint and to let the batch down into the appropriate mixing tank. The Millman I will also be trained to add colorant and do grind checks. When operationally required a Millman I will do batch adjusting. A Millman is not expected to operate a forklift.\*

**Millman II** shall be a person competent to obtain the necessary materials from stock and mix them in the assigned equipment to produce a batch of paint and to let the batch down into the appropriate mixing tank. A Millman is not expected to operate a forklift.\*

**Tinter** shall be a person competent to take over a batch of paint and add the colours in the correct proportions to match a standard sample accurately.\*

**Receiver-Stockkeeper (Raw Materials)** shall be a person competent in the operation of a motor-driven forklift and shall be responsible for the receiving and storing of raw materials and the storing of finished goods. The person shall be sufficiently informed of the location of raw materials in order to move raw materials from place to place, receive, store, and unload trucks and railcars, and load trucks using a motor driven forklift. The person must possess certification in a BC Safety Council approved course in the safe operations of forklifts and also possess a Company certificate of training in the offering and handling of Dangerous Goods.\*

**Lacquer Blender** shall be a person competent to obtain the necessary materials from stock and mix them in the assigned equipment to produce a batch of lacquer or other specialty products made in the Red Room. The person shall adjust these batches on the advice of the quality control laboratory, to bring them to a completed condition. The person must possess certification in a BC Safety Council approved course in the safe operations of forklifts and also possess certification of training in the offering and handling of Dangerous Goods.\*

**Batch Adjuster** shall be a person responsible for obtaining and adding the necessary materials and dryers to a batch of paint on the advice of the quality control laboratory, to bring the batch to an adjusted or more fully completed condition. The person may be required to mix materials in a small tank and then add to the batch. This adjustment would not require a grind check. When required the person shall supply a batch sample for the quality control department.\*

**Filler Heavy** shall be a person capable of filling any containers, setting up the small and large pumps, cleaning tanks and good housekeeping in that general area.\*

**General Janitor** shall be a person who is responsible for the cleaning and maintenance duties in the plant and warehouse.

**Filling Machine Operator – Small (Mount I, Mount II, Elgin)** – shall be a person competent to set-up and fill a batch of paint in the appropriate containers using the Mount Filling Machines and Elgin Filler. The operator will also be able to operate and set-up all related equipment joined to the filling line, which includes packaging machine (Mount 1), labeller (Mount 1), bail-o-matic (Mount 1), filter systems, batch numbering systems, along with the cleaning and wash-down of the let-down tanks. Operator will not be expected to run the Tecmi shrink wrappers.

**Filling Machine Operator – Large (20 Litre, Flexible Filler)** – shall be a person competent to set up and fill a batch of paint in the appropriate containers using the 20 Litre Filler and the Flexible Filler for this purpose. The person will be able to operate related equipment (e.g.: filter systems, batch numbering systems, palletizer and labeller) and to wash the let-down tanks.

Note – the current 20L operators would be grandfathered at the higher rate up to 12 months as they are trained on the Flex. All other operators will get new classification rate once cross-trained. The Company has committed to training all operators by March 1, 2011.

**Filler Light** shall be a person who is competent to fill product in containers of one gallon size or smaller and to obtain labels for same. The person shall be able to operate semi-automatic fillers, labelling machines, automatic batch number stampers, the small forklift (mezzanine), feed empty cans into the line.

**Packing Machine Operator** shall be a person competent in operating cartoning machines and setting up all operations related to the cartoning machine.\*

**Assistant Foreman** shall be a person in charge of his/her department and is directed by the Supervisor and/or Manufacturing/Distribution Manager. The person shall be competent to perform any of the work and lead and direct others in his/her department and shall be responsible for the well being of that department. In the tinting department, the person shall be responsible for colour approval of each batch tinted. In the receiving department the person shall be responsible for the ordering of raw materials. In the maintenance department the person shall be responsible for the ordering of materials and parts.

**Bright Can Operator** shall be a person competent in at least two of the tasks necessary for labelling bright stock. These tasks are: Operating a motor-driven forklift (certification required); operating a labelling machine (gallons and quarts); operating a packing machine; and hand palletizing boxes of gallons and quarts.

**Stockkeeper I and II** shall be a person competent in the operation of any motor driven machine used for the picking of finished products in any part of the warehouses and for loading and unloading trucks. The person shall receive and store finished goods and replenish stock supplies as required in any part of the warehouse. The person must possess certification in a BC Safety Council approved course in the safe operations of forklifts and also possess a Company certificate of training in the offering and handling of Dangerous Goods.\*

**Neumo Set-Up Operator** shall be a person competent to set up batches on the semi-automatic machines, clean let-down tanks, clean filter systems, fill pails off the machines.\*

**Paint on Tap Operator** shall be a person competent to produce a batch of paint from already manufactured slurry and colorant. They will also make additions to bring the batch of paint to its final condition as laid out in the batch ticket. The operator is expected to operate a forklift to assist in the process. \*

\* The person may be required to operate, understand and add data to a computer terminal.

**SCHEDULE 'A'****EFFECTIVE NOVEMBER 1, 2009**

<b>CLASSIFICATION</b>	<b>"C" 0-6 Months</b>	<b>"B" 6-12 Months</b>	<b>"A" After 12 Months</b>
Electrician	32.88	33.90	34.98
Certified Millwright	30.82	31.89	33.72
Millwright	30.19	31.23	32.45
Millwright Apprentice (3rd & 4th Year)			32.06
Millwright Apprentice (1st & 2nd Year)			30.40
Tinter	28.16	29.11	30.30
Millman I	29.09	29.76	30.28
Millman II	28.30	28.97	29.49
Truck Driver	27.54	28.50	29.49
Receiver-Stockkeeper (Raw Materials)	27.54	28.50	29.49
Bright Can Operator	27.54	28.50	29.49
Paint on Tap Operator	27.54	28.50	29.49
Filling Machine Operator - Large	27.54	28.50	29.49
Filling Maching Operator – Small	27.54	28.50	29.49
Stockkeeper I	26.21	27.54	28.49
Lacquer Blender	26.21	27.54	27.99
Batch Adjuster	26.21	27.54	28.26
Filling Machine Operator (Elgin Filler)	25.69	26.62	27.54
Filling Machine Operator (Flexible Filling)	25.69	26.62	27.54
Packing Machine Operator	25.69	26.62	27.54
Mount Filler I	25.69	26.62	27.54
Neumo Set-Up Operator	25.25	26.19	27.10
Stockkeeper II		24.43	26.63

	<b>0-3 Months</b>	<b>After 3 Months</b>
Filler (Heavy)	24.43	26.63
Filler (Light)	24.22	26.21
General Janitor (Light)	22.62	24.56
Summer Student		18.95

**Lead Hand** will receive one dollar and forty-nine cents (\$1.49) per hour in addition to the top rate of the classification.

**Assistant Foreman** will receive two dollars and fifty-nine cents (\$2.59) per hour in addition to the top rate of the classification.

## SCHEDULE 'A'

**EFFECTIVE NOVEMBER 1, 2010**

CLASSIFICATION	"C" 0-6 Months	"B" 6-12 Months	"A" After 12 Months
Electrician	33.54	34.58	35.69
Certified Millwright	31.44	32.54	34.40
Millwright	30.79	31.86	33.10
Millwright Apprentice (3rd & 4th Year)			32.71
Millwright Apprentice (1st & 2nd Year)			31.01
Tinter	28.73	29.70	30.91
Millman I	29.68	30.36	30.89
Millman II	28.87	29.55	30.08
Truck Driver	28.10	29.07	30.08
Receiver-Stockkeeper (Raw Materials)	28.10	29.07	30.08
Bright Can Operator	28.10	29.07	30.08
Paint on Tap Operator	28.10	29.07	30.08
Filling Machine Operator - Large	28.10	29.07	30.08
Filling Machine Operator – Small	28.10	29.07	30.08
Stockkeeper I	26.74	28.10	29.06
Lacquer Blender	26.74	28.10	28.55
Batch Adjuster	26.74	28.10	28.83
Packing Machine Operator	26.21	27.16	28.10
Neumo Set-Up Operator	25.76	26.72	27.65
Stockkeeper II		24.92	27.17

	0-3 Months	After 3 Months
Filler (Heavy)	24.92	27.17
Filler (Light)	24.71	26.74
General Janitor (Light)	23.08	25.06
Summer Student		19.33

**Lead Hand** will receive one dollar and fifty-two cents (\$1.52) per hour in addition to the top rate of the classification.



**Assistant Foreman** will receive two dollars and sixty-five cents (\$2.65) per hour in addition to the top rate of the classification.

## **SCHEDULE "A"**

### **COST OF LIVING FORMULA NOVEMBER 1, 2010 - OCTOBER 31, 2011**

The Company and the Union agree that Schedule "A" of the Agreement shall be amended to read as follows:

The Company and the Union agree that for the year commencing November 1, 2010, the Company will pay the employees a guaranteed wage increase of 2.0%. In addition, a COLA formula providing a percent for percent adjustment after a 2.0% increase in the Consumer Price Index will be applied.

The base for the formula will be the August 2010 Consumer Price Index - 2002 equals 100, Vancouver - all items. Once the C.P.I. has risen by 2.0% from the August 2010 base, for each 0.1% rise in the C.P.I., the wages for all employees will increase 0.1%. This increase will be an across the board increase based on the Net Weighted Average as of November 1, 2010. If there is a downward change in the C.P.I., the downward change in the wage rates will be limited to the amount of the previous upward changes and not reduced below the 2010-2011 wage rates.

The C.P.I. statistics for the months of October 2010, December 2010, February 2011, April 2011, June 2011 and August 2011 will be used for determining whether there is an adjustment or not. If there is an adjustment, it shall be effective the 15th of the months of November 2010, January 2011, March 2011, May 2011, July 2011 and September 2011.

Each employee's base rate will remain the same as listed in Schedule "A" for this contract year. However, at October 31, 2011, all adjustments due to the COLA changes will be reflected in the rates to be used as a basis for negotiations.

**SCHEDULE "B"**

**CHECK-OFF AUTHORIZATION**

To: General Paint Corp.  
950 Raymur Avenue  
Vancouver, BC  
V6A 3L5

I, the undersigned, hereby authorize and request General Paint Corp. in accordance with the Agreement between the Company and the Union, to deduct monthly union dues and assessments in amounts as notified to the Company by the Secretary-Treasurer, Local 601, Communication Energy and Paperworkers Union of Canada.

SIGNED:

DATE:

**SCHEDULE "C"****THE HEALTH & SAFETY COMMITTEE**

- C:01 A Health and Safety Committee shall be established by the management (as described in Section 6, "Accident Prevention Regulations" by Workers' Compensation Board).
- C:02 The committee shall have a total membership of six (6). Three (3) shall be designated by the Company and three (3) from the Union:
- (a) The Chairman and Secretary shall be elected by the members of the committee, and
  - (b) In the event of a tie vote the position of Chairman or Secretary the Company shall appoint the Chairman and the Union shall elect the Secretary.
- C:03 The committee and the individual members of it shall not usurp the Company's responsibility for the safe circumstances and conduct of the operation, but shall satisfy themselves as to the presence and proper use of prescribed safety devices, and shall report to management any failures in this respect and also any defects in equipment or operating procedures which might cause injury to workers.
- C:04 The Company shall maintain and make available to the committee: record of the accident, experience of the operation and of all safety inspections and accident investigations.
- C:05 The general duties of the Health and Safety Committee shall be:
- (a) to ensure that a thorough inspection is made not less than once a month of the place of employment for the purpose of:
    - (i) determining hazardous conditions
    - (ii) checking on unsafe practices, and
    - (iii) to record complaints and recommendations from the work force in respect to these matters, and
  - (b) such inspections shall determine that:
    - (i) fire escapes and fire fighting appliances are adequate for the circumstances;

- (ii) Sufficient illumination of the operations is available for the safe work processes involved, and
  - (iii) tools, equipment, machinery, buildings, and associated facilities are in a safe condition;
- (c) to assist in the prompt investigation of accidents;
- (d) to hold regular meetings at least monthly for the discussion of:
  - (i) current accidents;
  - (ii) the causes of the accidents;
  - (iii) suggested means of preventing their recurrence;
  - (iv) reports of investigations and inspections
- (e) copies of minutes shall be sent promptly by the Secretary to the Workers' Compensation Board, the Company, the Union and to the Health and Safety Committee;
- (f) members of the Health and Safety Committee shall have the Safety Meeting on the second Thursday of each month at no loss of straight time pay;
- (g) a suggestion box will be situated near the First-Aid Room for employees to furnish safety suggestions.

**SCHEDULE "D"****GROUP LIFE, WEEKLY INDEMNITY & LONG TERM DISABILITY INSURANCE  
FOR HOURLY-RATED EMPLOYEES****SCHEDULE OF BENEFITS****Life Insurance**

All Employees - One times annual wage (Plus same amount A.D. & D.)  
All employees have the option of purchasing additional life insurance coverage,  
with medical proof of insurability.

**Weekly Indemnity (non-occupational sickness & accidents)**

Weekly Benefit Payable            66-2/3% of Regular Weekly Earnings

Payable after third day of sickness and from the first day of accident for a period of up to  
15 weeks.

**Long Term Disability (after 15 week's Weekly Indemnity)**

Weekly Benefit Payable            66-2/3% of Regular Weekly Earnings

The Company undertakes to pay one hundred percent (100%) of all premiums under these  
policies. Regular Weekly Earnings shall be computed on the employee's regular job rate at  
the time of sickness or injury.

**SCHEDULE "E"****DENTAL PLAN**

The Dental Plan covers the following:

- A. 90% of the prevailing Provincial Dental Association Schedule of Fees for Diagnostic and Preventive Care. The maximum amount which the Insurance Company will pay for an individual is \$2,000.00 per year.\*
- B. Major restorative work carries a \$25.00 deductible per year for each insured person, subject to a maximum deductible of \$50.00 per year for a family. Co-insurance is 50% paid by the employee and 50% paid by the Insurance Company with a maximum amount of \$2,000.00 per individual per year.\*
- C. Orthodontics carries a \$25.00 deductible per year for each insured person, subject to a maximum deductible of \$50.00 per year for a family. Co-Insurance is 50% paid by the employee and 50% paid by the Insurance Company with yearly and lifetime maximums of \$1,500.00 and \$3,000.00 respectively.

\* The maximum amount payable applies to the combined eligible expenses incurred in a calendar year under Parts A and B for the member and for each insured dependant.

**SCHEDULE "F"****BANKING OF VACATION POLICY**

- F:01 Employees entitled to 20 days vacation are allowed to "bank" 5 days vacation each year up to a maximum of 20 days.
- F:02 Employees entitled to 25 or 30 days vacation are allowed to "bank" 5 or 10 days vacation each year up to a maximum of 45 days.
- F:03 The Payroll Department will keep appropriate records of all banked vacation entitlements.
- F:04 Managers must ensure that arrangements to "bank" the vacations are approved in the year in which they accrue.
- F:05 Before taking banked vacation, approval must be obtained from the Departmental Manager. The Manager will have the authority to control the taking of banked vacation to avoid jeopardizing departmental operations.
- F:06 Banked vacation is to be taken in not less than 5 day periods.
- F:07 Employees wishing to bank vacation or take previously banked vacation must complete a form which is available from the Payroll Department.
- F:08 Banked vacation must be taken as vacation and no cash payouts will be given except on separation or retirement.

## **SCHEDULE “G”**

### **PENSION PLAN**

The Company shall provide the General Paint Hourly Pension Plan (hereinafter named “Pension”) for its employees who are members of the C.E.P. Local 601. The Pension benefit received upon termination or retirement will be based on the amount of contributions, both employer and employee, investment returns and market conditions at termination or retirement. The Pension will meet or exceed the minimum requirements of the Pension Benefits Standards Act (“PBSA”) [RSBC 1996] Chapter 352. This Pension will operate within the Capital Appreciation Plan (“CAP”) guidelines. The CAP guidelines are intended to outline and clarify the rights and responsibilities of sponsors, service providers and members.

#### **ELIGIBILITY**

The pension plan is compulsory for new employees after the completion of a period of continuous employment for one year from the date of hire with the employer. The employee must continue to contribute to the pension plan while he/she remains and employee. This period of continuous employment shall include earnings of not less than 35% of the Canada Pension Plan’s Yearly Maximum Pensionable Earnings in the calendar year (35% of Y.M.P.E. = 16,520 in 2010). A “Period of Continuous Employment” means an Employee’s most recent period of unbroken employment with the Employer. Subject to the Rules and Regulations of the Canada Customs and Revenue Agency, it includes periods during which an Employee is on an Approved Leave, which does not exceed 52 weeks. However, it excludes any period during which an Employee is laid off or on a leave of absence without pay, which exceeds 52 weeks. Temporary suspension of employment will not be deemed to interrupt the continuity of the successive Period of Continuous Employment. The eligibility exceeds the Pension Benefits Standards Act of British Columbia requirements.

#### **CONTRIBUTIONS**

**Employees** – Any amount from a minimum of \$1,300 per calendar year to the maximum permitted by the Income Tax Act. Total contributions to the Pension are calculate only on the calendar year and reported on the employee’s T4 (box 20). Withdrawals from the Plan are not allowed while employed by the Company, however a member may make taxable withdrawals from their voluntary portion at any time, for any amount up to the market value within the Voluntary Account.

**Company** – 100% of employee contributions up to 6.5% of the projected Net Weighted Average of the employee collective earnings as of January 1<sup>st</sup>, of each calendar year.



**PENSION AMOUNT**

This will be determined by the accumulated amount of the member and Company contributions plus the investment gain. The Pension contributions are fully and immediately employee vested. Vesting means that an employee has the entitlement of the employer's contributions plus the gain and the employee's contributions plus the gain. Upon termination or retirement, various options will be presented to the member. It is never compulsory to purchase retirement products from the current service provider. At select intervals before a retirement date, retirement options and a planning package will be presented to each retiring member. This package will consist of printed material and counselling time to be provided by the pension plan advisor. Other recommendations may be presented by the pension committee.

Contributions and their gains, both employer's and employee's, deposited before January 1, 1993 are not "Locked-In" at termination or retirement. All contributions and gains, both employer and employee, made January 1, 1993 and onward are "Locked-In" under Provincial statute. All voluntary contributions and their gains are never locked in. It is recognized by the employer and employee that each member's financial situation is unique and will require the careful consideration of the prevailing laws and market conditions at termination or retirement.

**RETIREMENT**

Normal Retirement is at age 65. Early retirement is at age 55. Registered plans must be converted to a form of income in the year the person turns age 71.

**INVESTMENT**

Both the employer's and employee's contributions may be directed to any number of investment alternatives provided under the plan. The employee has the sole authority over the investment direction of the employer's and employee's contributions.

**SCHEDULE "H"**

**VISION CARE**

Effective November 1, 1991 the Company shall provide employees and dependants with a Vision Care Plan.

The Plan will pay up to \$300 per person every two (2) years for prescription eye wear, laser eye surgery and eye exams.

## ADDENDUM

### Job Security

In view of the interest and concern by the parties in the impact on manpower and conditions of employment resulting from technological changes, automation and mechanization, it is recommended that the parties utilize to the best advantage of the Company and the employees all scientific improvements and establish a Committee to be known as the Committee on Automation consisting of equal representation by the Company and the Union.

Pending the implementation of recommendations made by the above Committee on Automation, or the expiration of this Agreement, whichever event shall first occur, the following provisions shall apply:

- (a) The Company shall notify the Union six (6) months in advance of the intent to institute changes in the work or facilities which will involve the discharge or lay-off of any person;
- (b) The Company, in cooperation with the Government, agrees to participate in every way possible in training and retraining an employee;
- (c) Any employee who is discharged or laid off because of technological change or automation shall be entitled to severance pay as per the following schedule:
  - 2 weeks pay per year of service for 1 to 10 years of service
  - 2 ½ weeks pay per year of service for 11 to 20 years of service
  - 3 weeks of pay per year of service for 21 plus years of service
- (d) Any employee who is discharged or laid off because the Company is closed, in whole or in part, is sold or moved to another location or country, shall be entitled to severance pay equivalent to the amount in (c) above.

The Company and the Union agree that in the event the Plant and/or Warehouse are relocated within the Province of British Columbia, Article 1.01 will be amended to reflect this relocation.

It is also agreed that if such relocation is more than 120 kms from the existing location, employees will have the option of receiving severance pay in the same manner as provided for in section (c) of this Addendum.

It is understood that in order to receive severance pay, those employees must resign their employment in writing from General Paint.

If upon receipt of the report of the above committee, its recommendations are acceptable to both parties and can be reduced to mutually acceptable contract language, then such language shall replace this Addendum.

## LETTER OF UNDERSTANDING

December 19, 1994

This letter will confirm the understanding between the Communication, Energy and Paperworkers Union and General Paint Corp., although not forming part of the Collective Agreement.

In an attempt to alleviate vacation scheduling problems in the warehouse, the group of employees on a temporary transfer to the warehouse will form their own classification for the purpose of allocating vacations. Only one employee from this group can be on vacation at one time from July 1st through Labour Day. A factory worker may be reassigned to replace the vacationing employee.

As before, only four regular warehouse employees may be on vacation at one time.

**LETTER OF UNDERSTANDING**

Article 6 - Efficient Management and Operation of the Plant

This letter will confirm the understanding between the Communication, Energy & Paperworkers Union and General Paint Corp., although not forming part of the Collective Agreement.

It is agreed that a committee will be set up of three individuals from each of the Union and the Company to meet to discuss issues affecting employees and the Company. The meetings will occur every month for six months and then not less than quarterly thereafter. Meetings can be called by either party.

An agenda will be provided prior to each meeting and minutes of the meetings will be made available to employees.

**LETTER OF UNDERSTANDING**

Re: Schedule "A"

This letter will confirm the understanding between the Communication, Energy & Paperworkers Union and General Paint Corp., although not forming part of the Collective Agreement.

It is agreed that employees on the Union's seniority list as of January 10, 1997, will not follow the changes to the length of time required in each of the three classifications, "A, B, and C". Any employees already on the seniority list will follow the previous months which are:

C	B	A
0 - 3 months	4 - 6 months	After 6 months

Only new employees hired after January 10, 1997 will follow the new schedule as outlined.

## **LETTER OF UNDERSTANDING**

### **Quality Assurance Statement**

The Company and the union both recognize the need to develop our quality assurance systems in an effort to enhance our product quality and process quality systems.

As a result of this thought process, both parties will work together to develop and implement an improvement process.

Initially, both parties will form a joint Process Quality Committee to make/take recommendations to shop floor personnel.

Our joint goal is to shorten Process Quality inspection while improving product quality. Our aim is that shop floor personnel, along with current Q.A. personnel will carry out the Quality Assurance inspection.

## **LETTER OF UNDERSTANDING**

### **Quality (C.E.P.)**

The C.E.P. vision of quality includes quality products, quality workplace and a quality workforce.

The quality workplace provides the highest standards of health and safety.

At the heart of C.E.P.'s approach is training, skills development and general education for C.E.P. members, and to share decision making in the design and implementation of workplace programs.



**LETTER OF UNDERSTANDING**

Re: Article 15 Wage Rate Adjustments

This letter will confirm the understanding between the Communication, Energy and Paperworkers' Union and General Paint Corp., although not forming part of the Collective Agreement.

In an attempt to attract employees to obtain their Industrial First Aid Accreditation, the Company has agreed to provide the following to employees.

Employees interested in obtaining their Industrial First Aid Accreditation must apply to Human Resource Services to obtain approval.

Once approved, the Company will pay the tuition directly to the training facility on behalf of the employee. The employee will attend the one-week training program and one-day test at no loss of pay. If the employee fails the test, they have an opportunity for a re-test.

If the employee fails to obtain the accreditation, the Company will deduct one-half of the tuition fees from their paycheques, spread over an agreed to number of pay periods. In addition, employees will be deducted 6 days from their vacation or banked time, or a combination of both to cover the days off work.

The Company makes this offer in good faith in a genuine effort to have more employees with Industrial First Aid Accreditation.

In witness whereof the parties hereto have caused these presence to be executed by their respective representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**GENERAL PAINT CORP.**

**COMMUNICATION, ENERGY AND  
PAPERWORKERS  
UNION, LOCAL 601**

\_\_\_\_\_  
D. GLASSFORD

\_\_\_\_\_  
S. PAGNOSSIN

\_\_\_\_\_  
R. CARR

\_\_\_\_\_  
M. WALKER

\_\_\_\_\_  
D. BELL

\_\_\_\_\_  
D. PETERSON

\_\_\_\_\_  
D. WOOD

\_\_\_\_\_  
V. LUKACS