

COLLINS OF KERRISDALE LTD.

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WITNESSED THAT IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE 1:00 PURPOSE AND DEFINITION

1:01

Inasmuch as it is agreed that the Union Shop shall prevail in the Industry in which the Company engages, the Union undertakes to work jointly with the Company in order to obtain proper ethical standards for the said Industry and otherwise to assist and co-operate with the Company in the promotion of its business.

1:02

The Union agrees that no member of the Union is to be permitted to rent space in any manufacturing concern for the purpose of producing Jewelry.

1:03

No homework shall be permitted.

1:04

If at any time, in the Company's opinion, the Union Label is required for any product of the Company, the Union agrees to supply all material necessary to provide such Label at cost.

ARTICLE 2:00 UNION SECURITY

2:01

The Company agrees to employ no person or persons, save only Members of the Union in any of the factories, plants, stores or branches which it presently owns, controls or operates, or in any factory, plant, store or branch, which it may own, control or operate during the Life of this Agreement, and the Union agrees to furnish promptly to the Company, upon request, any Employee required by the Company; PROVIDED THAT, if the Union is unable to furnish such Employee promptly, the Company may employ any person it chooses; PROVIDED FURTHER, that such person shall, within one (1) month of being so employed, become a Member of the Union. All new Employees that are hired on a trial period shall be notified that the Shop is a Union Shop and such is conditions of employment.

2:02

The Union shall supply the Company with the names of Employees who have been elected bargaining Representatives, to represent the Union and shall keep the list up to date.

2:03

All Employees who are Members of the Union, shall carry a Union working card signed by an authorized Representative of the Union, and the Company agrees to recognized the Union as the sole Bargaining Agency with its Employees or any of them should any dispute arise between such Employees and the Company and to permit and duly qualified Officers of the Union to examine its Payroll at any reasonable time.

2:04

If any Employee ceases to retain Membership in the Union, the Company shall, upon being notified to that effect by the Union, in writing, forthwith discharge such Employee.

2:05

It is understood that the Employer shall pay five (5¢) cents per man hour for each and every hour of pay earned by Union Employees on the Employers payroll. The Company will, by the fifteenth (15th) day of each month, pay the Administrative and Education fund amount to the Union on a separate cheque.

ARTICLE 3:00 HOURS OF WORK

3:01

A full working week shall consist of forty (40) hours and the days in the week shall be divided as follows:

- Monday to Friday inclusive, eight (8) hours, with lunch hour. Lunch hour to be flexible, provided that the individual Shop as a whole, agrees to any changes; that everyone in the Shop has the same hours, and that the hours of work are posted on the Bulletin Board.

ARTICLE 4:00 OVERTIME

4:01

On Monday to Friday, overtime shall be work performed after eight (8) hours in any one (1) day or forty (40) hours in any one (1) week. Such time shall be paid for at the rate of time and one-half (1½), up to three (3) hours in any one (1) day, and thereafter double (2) time; provided that no Employee may be compelled to work overtime.

4:02

The Company shall be entitled to request any Member to work Saturdays; such work to be paid for at the rate of time and one-half (1½), for the first (1st) eight (8) hours and thereafter double (2) time. All work done on Sundays, will be paid for at double (2) time.

4:03

Employees must take one-half (½) hour supper break after eight (8) hours work in any one (1) day, and one-half (½) hour break after four (4) hours work on Saturday.

4:04

The banking of overtime is at the option of Employee and Employer.

ARTICLE 5:00 SHORTAGE OF WORK

5:01

Wherever there is a shortage of work, the Company agrees to reduce the number of hours worked between Employees in each department, and not to lay off any Employees, until such time as each Employee is only working a total of thirty-two (32) hours in each department. These departments would be as follows:

JEWELLERS & PLATINUM WORKERS DEPARTMENT
SETTING DEPARTMENT
POLISHING & GRINDING DEPARTMENT

5:02

Where there is an overlapping of work, the Employer, where possible, agrees to distribute the work evenly in each department. If there is a disagreement between hours worked in each department, it would be left to a Meeting of Employers and Union Representatives to reach an agreement.

ARTICLE 6:00 DEFINITION OF EMPLOYEES AND TERMS OF EMPLOYMENT

6:01

There shall be four (4) classes of persons employed by the Company, namely:

6:02 APPRENTICES

Which shall mean any persons employed by the Company who come within the provisions of the "Apprenticeship Act".

6:03 JOURNEYMEN

Which shall mean any persons employed by the Company, who have completed the terms of their apprenticeship.

6:04 WAXWORKERS

6:05 JEWELLERS HELPER

An Employee who can be used in any duties, as outlined in Article 6:11, but is not a Journeyman or an Apprentice.

6:06 PROTECTION CLAUSE

All Jeweller's Helpers that are hired, shall be informed that they are casual or temporary help, and if there is a shortage of work, the Helper will be laid off first (1st). If there are any layoffs of Union Members, due to shortage of work, these Union Members in that Shop will have to be re-employed before any Helpers are rehired.

6:07 HAND TOOLS

A small selection of required tools to be supplied by the Employer and remain the property of the Employer.

6:08 RATIO

The ratio of the number of Jeweller's Helpers to be in relationship to the number of Journeymen Jewellers, who are Union Members. **EXAMPLE:** One (1) Helper to four (4) Journeymen.

6:09 APPRENTICESHIP

If the person has the ability and wishes to be indentured, then the Company and the Union shall agree as to the time to be credited up to one (1) year.

6:10 FRINGE BENEFITS

Would be accepted as the present Contract. 2,000 hours would be considered one (1) year. COLA CLAUSE to be one-half (1/2) the rate of the Journeyman.

6:11

It is expected that when a Jeweller's Helper enters the Factory, he or she will be shown the same respect and courtesy as the other Employees.

DUTIES

SHOP

Karat Stamping
Cutting Gates
Cementing
Sawing out simple patterns or tracing out of plate
General Shop clean-up
Annealing
Drawing down wire and making rings (jump rings)
Use of Wedding Ring Sizers
Simple Machine Texturing
Solder Charms and attach Jump Rings
Simple Single Soldering
Press Operator

WAX

Wax Room Helper

CASTING

Investing
Cleaning Trees
Cleaning Casting Room

6:11

POLISHING

Inside Grinding
Gate Grinding
Inside Polishing (Wedding Rings)
Tumbling

Wash Out Duties
Simple Light Buffing

6:12

Other DUTIES as arranged with Union and Company involved. Wax Workers can do the work of Jeweller's Helpers, provided they are short of work in their department. The duties will be left to the discretion of the Employers, with the only exception that they will be trained to do menial jobs that require only a short training period, such as two (2) or three (3) weeks and in no way to replace a Journeyman.

ARTICLE 7:00 WAGES

7:01

Apprentices shall be paid a starting rate of fifty (50%) percent of the Journeyman's minimum rate or the Government Minimum Wage, whichever is the higher. They shall receive an increase of six and one-quarter (6 1/4%) percent of the Journeyman's rate, each six (6) months. After four (4) years, they shall be paid the Journeyman's minimum rate.

1st six (6) months	\$5.00 per hour
2nd six (6) months	\$5.63 per hour
3rd six (6) months	\$6.23 per hour
4th six (6) months	\$6.38 per hour
5th six (6) months	\$7.50 per hour
6th six (6) months	\$8.13 per hour
7th six (6) months	\$8.75 per hour
8th six (6) months	\$9.38 per hour

7:02

The ratio of Apprentices to Journeymen shall not exceed one (1) Apprentice to every three (3) Journeymen.

7:03

Apprentices shall not receive the Cost Of Living Bonus.

7:04 JEWELLERS HELPERS

Start \$6.00 per hour increasing in three (3) months full time or five hundred (500) hours to \$6.25. Twenty-five (25¢) cents increase after three (3) months or five hundred (500) hours to \$6.50, increasing to \$6.75 after a further three (3) months and to \$7.00 per hour after one (1) year, or two thousand (2,000) hours minimum.

7:05 WAXWORKERS

Starting wage to be \$6.00 per hour or the Government Minimum, whichever is higher, for the first (1st) six (6) months. After six (6) months, \$6.50 per hour.

7:06

The JOURNEYMAN'S minimum wage shall be Ten Dollars (\$10.00) per hour.

7:07

The parties hereto agree that the basic minimum rates of pay referred to in 7:04 and 7:05 above, shall be the minimum rates for the duration of this Agreement.

7:08

No reduction of hourly wages or classification for the Life of the Contract.

ARTICLE 8:00 VACATIONS

8:01

Each Employee covered by this Agreement shall be entitled to vacation with no loss in pay each year, after completing one (1) year of service as follows:

After one (1) year	two (2) weeks
After five (5) years	three (3) weeks
After twelve (12) years	four (4) weeks
After twenty (20) years	five (5) weeks

8:02

In the event that an Employee has worked less than two hundred and twenty-five (225) days, including Statutory Holidays during the year, he may be paid an amount equal to four (4%) percent of his/her wages earned during the year.

8:03

Employees shall not take more than three (3) weeks vacation at one (1) time, without consent of the Employer.

8:04

Qualifying service for the purpose of this Clause shall be considered to have been broken by voluntary resignation, but not absence due to shortage of work.

ARTICLE 9:00 STATUTORY HOLIDAYS

9:01

The following days shall be regarded as Holidays with pay:

NEW YEAR'S DAY	LABOUR DAY
GOOD FRIDAY	THANKSGIVING DAY
VICTORIA DAY	REMEMBRANCE DAY
CANADA DAY	CHRISTMAS DAY
B.C. DAY	BOXING DAY

9:02

Where a General Holiday falls on a day that is a non-working day for an Employee, the Employee shall be given a holiday with pay at some other time, not later than his/her next Annual Holiday or on termination of his/her employment whichever first occurs.

9:03

Where an Employee is required to work on a Statutory Holiday, s/he shall:

- (A) be paid not less than time and one-half (1½) his/her regular rate of pay for all hours worked by him/her on that day; AND
- (B) be given a holiday with pay at some other time not later than his/her next Annual Holiday or on termination of his/her employment, whichever first occurs.

9:04

Any additional Statutory Holidays declared by the Government will be with pay.

9:05

The Company agrees that any part-time Employee will be paid a proportionate sum of cash at the end of the calendar year. The number of Statutory Holidays or the said sum will be the product of ten (10) days pay multiplied by the number of hours worked during the year and divided by 2,000.

ARTICLE 10:00 HEALTH BENEFITS

10:01

All Employees shall be covered by the Health and Welfare Plan, which shall be provided by the Union for the benefit of the Employees covered by this agreement. The cost of the Plan shall be one dollar and twenty (\$1.20) per hour worked by each Employee.

10:02

Fifty (50%) percent of the cost will be borne by the Employer; the balance of the cost will be deducted from the wages of the Employee.

10:03

The Employer shall submit contributions to the Service Employees International Union, Local 244, acting on behalf of the Health and Welfare Plan, not later than the tenth (10th) of the month following the month for which payment is being made. The Union shall advise the Employer in writing of any change it makes to the administration of the Health and Welfare Plan.

ARTICLE 11:00 GENERAL

11:01

The Company agrees to the replacement of tools subject to the following:

- (A) Replacement only of Employee's existing tools and subject to normal use and wear.

(B) Tools damaged due to carelessness and abuse will not be covered.

11:02

In the event of death in the Immediate Family, an Employee shall be granted Leave Of Absence with pay for one (1) working day. Immediate Family shall include Parents, Sister, Brother, Spouse, Common-law spouse, Son, Daughter, Father-In-Law, Mother-In-Law.

11:03

No Shop shall have more than one (1) Foreman and s/he shall be allowed to work on the bench when required.

11:04

Leave Of Absence without pay shall be granted to Union Members when required for Union Business and Organizing.

11:05 BONUS PLAN

After each Employee has been employed for six (6) months, it is agreed there shall be a contribution of ten (10) cents per hour by the Employer, to a maximum of Two Hundred and Eight (\$208.00) Dollars per annum by the Employer. The bonus to be paid out no later than December 31st of each year.

ARTICLE 12:00 GRIEVANCE AND ARBITRATION

12:01

All grievances, or alleged violation of this Agreement, which are not satisfactorily adjusted between Representatives of the Company and the Union, shall be adjusted by an Arbitration Committee consisting of one (1) to be chosen by the Company and one (1) by the Union, and in the event that these two (2) cannot agree, they shall select a third (3rd) person to act as Chairman. In the event of failure to agree upon a third (3rd) person, the Minister of Labour shall be requested to name a person to act as Chairman. The decision of a majority of the Committee thus formed shall be final and binding upon both parties to this Agreement.

12:02

Either party to this Agreement shall appoint their Arbitrators within one (1) week after notice has been received to the appointment of Arbitrators by the other party and the decision of the Committee shall be made within one (1) month after the three (3) Arbitrators have been appointed.

ARTICLE 13:00 LIFE OF AGREEMENT AND RENEWAL

13:01

This Agreement shall become effective as of the first (1st) day of March, 1996 and shall remain in full force and effect until midnight, the twenty-eighth (28th) day of February, 1998, and shall renew itself without change on the first (1st) day of March, 1998 and on each succeeding first (1st) day of March of each year thereafter, unless a written notice to commence negotiations for a new Collective Agreement is served by either party within the four (4) month period immediately preceding February 28th, 1998, or the four (4) month period immediately preceding February of any year thereafter.

13:02

In the event that notice to commence negotiations for a new Collective Agreement is served pursuant to this Collective Agreement, it is agreed the Employer will not increase or decrease the rates of pay or alter any term or condition of employment of any Employee for whom collective bargaining is being conducted until a new Collective Agreement has been consummated.

SIGNED IN THE PROVINCE OF BRITISH COLUMBIA,

DATED THIS _____ DAY OF _____, 19____.

FOR THE COMPANY:

COLLINS OF
KERRISDALE LTD.

LARRY SMITH

FOR THE UNION:

SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 244

ROGER F. FITZPATRICK

1996 - 1998

COLLINS OF KERRISDALE LTD.

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