

COLLECTIVE AGREEMENT

between

General Paint Corp.

and

United Food and Commercial Workers Union, Local 1518

January 1, 2003 to December 31, 2005

CONTENTS

INTRODUCTION	1
Section 1 BARGAINING AGENCY.....	1
Section 2 UNION SECURITY	1
Section 3 DEDUCTION OF UNION DUES.....	2
Section 4 CONTRACTING OUT.....	2
Section 5 WORK WEEK AND STATUTORY HOLIDAYS.....	2
Section 6 CLASSIFICATION OF EMPLOYEES.....	4
Section 7 WAGES	4
Section 8 VACATIONS WITH PAY - LEAVES OF ABSENCE	5
Section 9 HEALTH AND WELFARE PLAN.....	7
Section 10 FAILURE TO REPORT TO WORK	8
Section 11 DENTAL PLAN	10
Section 12 COMPANY PENSION PLAN	10
Section 13 LAYOFF NOTICE OR PAY IN LIEU OF LAYOFF NOTICE.....	10
Section 14 SENIORITY	11
Section 15 SEVERANCE PAY.....	11
Section 16 MANAGEMENT RIGHTS	11
Section 17 GRIEVANCE PROCEDURE.....	11
Section 18 ARBITRATION	12
Section 19 MISCELLANEOUS	13
Section 20 TIME OFF FOR UNION BUSINESS - STORE VISITS.....	14
Section 21 SHOP STEWARD RECOGNITION.....	15
Section 22 EXPIRATION AND RENEWAL	15
Letter of Understanding	
STUDENTS.....	18
Letter of Understanding	
FULL TIME EMPLOYEES WORKING ON SUNDAYS.....	19
Letter of Understanding	
PART TIME EMPLOYEES MOVING TO A FULL TIME POSITION.....	20
Letter of Understanding	
MINIMUM NUMBER OF FULL TIME EMPLOYEES	21

COLLECTIVE AGREEMENT

between

General Paint Corp.

a body corporate carrying on business at #700, 2980 Island Highway, Nanaimo, Province of British Columbia

(hereinafter referred to as the "EMPLOYER")

and **UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 1518**,
chartered by the United Food and Commercial Workers International Union, A. F. L., C. I. O.,
C. L. C..

(hereinafter referred to as the "UNION")

INTRODUCTION

WHEREAS: The Employer and the Union desire to establish and maintain conditions which will promote a harmonious relationship between the Employer and the employees covered by the terms of this Agreement and desire to provide methods of fair and amicable adjustment of disputes which may arise between them. The Employer and the Union agree to abide by the terms as set out in this Agreement. The Union further agrees that it will at all times instruct its members to act in accordance with the terms contained in this Agreement. The Employer agrees, in the exercise of the functions of management, that the provisions of this Agreement will be carried out;

Section 1 **BARGAINING AGENCY**

The Employer recognizes the Union as the sole and exclusive collective bargaining agency for all employees (**with the exception of the Store Manager**) employed by the Employer at #700, 2980 Island Highway Nanaimo, B.C., with respect to rates of pay, wages, hours and all other conditions of employment set out in this Agreement.

Section 2 **UNION SECURITY**

- (a) The Employer agrees to retain in his employ, within the bargaining unit as outlined in Section 1 of this Agreement, only members of the Union in good standing. The Employer will have new employees sign the check-off and Union membership application upon becoming an employee. The Employer shall be free to hire new employees who are not members of the Union, provided said non members, whether part or full-time employees, shall be eligible for membership in the Union and shall



make application within ten (10) days after employment and become members within thirty (30) days.

- (b) The Employer agrees to provide each new employee at the time of employment with a form letter outlining to the employee his or her responsibility in regard to union membership, and to provide the Union in writing with the name and address of each employee to whom they have presented the form letter, along with the employee's date of hire. The Union shall bear the expense of printing the letter, the contents of the letter to be such that it is acceptable to the Employer. The Employer further agrees to provide the Union once a month with a list containing names of all employees who have terminated their employment during the previous month.

Section 3 DEDUCTION OF UNION DUES

The Employer agrees to deduct from the wages of each employee, upon proper authorization from the employee affected, such initiation fees, union dues, fines and assessments as are authorized by regular and proper vote of the membership of the Union. The Employer further agrees to automatically deduct union dues from the wages of all new employees. The employee shall, within thirty (30) days after commencement of employment, provide the Employer with a signed authorization for such deductions. Monies deducted during any month shall be forwarded by the Employer to the Secretary Treasurer of the Union not later than the tenth (10th) day of the following month, accompanied by a written statement of the name of each employee for whom the deductions were made and the amount of each deduction. Union dues deducted by the Employer shall be shown on the employee's T4 slip.

The Union agrees to indemnify the Employer for any fines, dues, initiation fees or assessment improperly deducted and remitted to the Union on instructions to the Employer from the Union if such fines, dues, initiation fees or assessments are found to have been improperly deducted by a court of law or the Labour Relations Board.

Section 4 CONTRACTING OUT

The Employer will not contract out work that is regularly performed by the bargaining unit if such contracting out results in the layoff of a bargaining unit employee or reduction of regular hours.

An employee of the Employer not covered by this Agreement shall not perform work regularly done by an employee covered by this Agreement where such performance of work results in the layoff of a bargaining unit employee or reduction of regular hours.

Section 5 WORK WEEK AND STATUTORY HOLIDAYS

The Employer reserves the right to schedule hours of store operation, employee hours of work, rest periods, meal periods and overtime work, subject to the following provisions however nothing in this article is to be construed as a guarantee of hours of pay.



- (a) Basic Workweek: The basic workweek for full-time employees shall be forty (40) hours, consisting of five (5) eight (8) hour days.

Commencing with their fifth (5th) week of employment, full-time employees shall receive forty (40) hours pay at straight time rates and shall work four (4) days, thirty-two (32) hours in a week in which one (1) statutory holiday occurs; three (3) days, twenty-four (24) hours in a week in which two (2) statutory holidays occur.

- (b) Statutory Holidays: The following days shall be considered statutory holidays: New Year's Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and all other public holidays proclaimed by the Federal, Provincial or Municipal Governments.

A floating day will be observed in February on a Monday to be determined by Management. This floating day will remain in effect until "Heritage Day" or any other holiday is declared Provincially or Federally. If and when this occurs, the "floating day" will be replaced by that new holiday.

Employees will qualify for Statutory Holiday pay as set out in the *Employment Standards Act* of British Columbia.

- (c) Posting of Schedules: The Employer shall post the weekly work schedule for all employees, except students, two (2) weeks in advance. An employee's schedule may be changed without notice in the event of absence of other staff due to sickness or accident or in the event of emergencies, such as fire, flood, breakdown of machinery etc. In all other cases, at least twenty-four (24) hours' notice of any change must be given or four (4) additional hours' pay given in lieu of notice.

The Employer shall post the weekly work schedule for all students not later than Monday 6:00 p.m. for the following workweek. A student's schedule may be changed without notice in the event of absence of other staff due to sickness or accident or in the event of emergencies, such as fire, flood, breakdown of machinery etc.

- (d) Meal Periods: All employees working in excess of a five (5) hour shift shall be entitled to a meal period. Meal periods shall be one half (1/2) hour unless otherwise mutually agreed upon.

The meal period to commence not earlier than three (3) hours or later than five (5) hours after commencement of the shift.

Meal periods shall not be calculated in the determination of hours of pay.

- (e) Rest Periods: All employees shall have two (2) fifteen (15) minute rest periods for each shift where he/she works in excess of six (6) hours. One (1) rest period to be granted before and one (1) after the meal period. Employees working a shift of four (4) hours but not more than six (6) hours shall receive one (1) fifteen (15) minute rest period during such a shift. Rest periods shall be taken without loss of pay to the employee.



- (f) Recording of Employee Time: The Employer shall provide each store with either a time clock or time sheet in order to enable employees to record their time for payroll purposes. Employees shall record their own time at the time they start and finish work and if required by the Employer, the time they commence and return from meal periods. Where time clocks are not used, time is to be recorded in ink (ball-point pen acceptable).
- (g) Overtime Pay: All time worked in excess of the basic workweek, as defined in paragraph (a), or the regular working day scheduled by the Employer, shall be paid at the rate of time and one half (1 1/2) the regular rate.

All hours worked over eleven (11) in any one (1) day shall be paid at double the basic rate.

All hours worked over forty-eight (48) in any one (1) week shall be paid at double the basic rate.

It is agreed that no one will be paid more than one (1) overtime premium for any overtime hours worked.

If an employee is held over for two and one-half (2 1/2) hours or more of overtime and the Company does not provide a meal, he shall be entitled to and receive a meal allowance of twelve dollars and fifty cents (\$12.50).

- (h) Sunday Work: Monetary
If sufficient employees are not available to work on Sundays, the Employer shall have the right to schedule hours according to "reverse seniority", provided the employee has the ability to perform the work required.
- (i) Shift Interval: There shall be an interval of not less than ten (10) hours between shifts for all employees. An employee who is not allowed a ten (10) hour interval between shifts shall be paid at the rate of time and one half (1/2) for time worked prior to the expiry of the ten (10) hour interval.

Section 6 CLASSIFICATION OF EMPLOYEES

Customer Service Representatives

Section 7 WAGES

- (a) Payment of Wages: There shall be a bi-weekly pay day and each employee shall be provided with a statement of earnings and deductions for the pay period covered. All payment will be by direct deposit.
- (b) Minimum Hours: All employees shall be paid their regular hourly rate for each hour worked except where employed for less than four (4) consecutive hours per day, in



which event they shall receive a minimum of four (4) hours pay. An employee who is called for work and upon reporting finds that his or her services are not required shall receive four (4) hours pay.

Registered students will be paid their regular hourly rate for each hour worked except where employed for less than two (2) consecutive hours per day, in which event they shall receive a minimum of two (2) hours pay. The exceptions to this are on days there is no scheduled school or when there are late openings.

- (c) Credit for Previous Experience: The Employer may pay an employee more than respective wage as set out in Appendix A.
- (d) Jury and Witness Pay: An employee summoned for jury duty or subpoenaed as a witness (but not in his own behalf) for either the Crown or the defence will continue to receive make-up for those days and hours of his 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 jury or witness pay, equals what he/she would have received for his/her regular hours, had he/she worked. The maximum payment for any such situation will be five (5) paid days.
- (e) Staff Meetings: Staff meetings deemed by the Employer as “mandatory for employees to attend”, whether in the store or off the premises, shall be considered as time worked and paid for accordingly, except meal meetings at which the attendance is voluntary. The maximum number of meetings that the Employer will require employees to attend outside of their normal working hours is six (6) per year.
- (f) Physical Examinations: Where the Employer requires an employee to take a physical examination, doctor's fees for such examination shall be paid by the Employer. Except prior to commencement of employment and the first four (4) weeks of employment, such examinations shall be taken during the employee's working hours without loss of pay to the employee.

Section 8 VACATIONS WITH PAY - LEAVES OF ABSENCE

- (a) The vacation period shall be the twelve (12) month period commencing on **the employee's anniversary date and ending following one (1) year of employment.**
- (b) Employees on the Company's payroll on **their anniversary date 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) month 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 goes on vacation whichever is the greater. Employees who have not worked at least three-quarters (3/4) of the full time hours will be granted two (2) weeks vacation pay for which shall be four percent (4%) of the employees actual earnings during the period immediately preceding vacation.



- (c) Employees on the Company's payroll on **their anniversary date**, who have been continuously employed with 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 employees actual earnings during the period immediately preceding vacation , or, three weeks base pay computed on the basis of the employee's regular job rate at the time he goes on vacation whichever is the greater. Employees who have not worked at least three-quarters (3/4) of the full time hours will be granted three (3) weeks vacation pay which shall be six percent (6%) of the employees actual earnings during the period immediately preceding vacation.
- (d) Employees on the Company's payroll on **their anniversary date**, who have been continuously employed the Company for seven (7) or more years, shall be granted four (4) weeks vacation with pay. Pay for such four (4) week vacation shall be eight percent (8%) of the employees actual earnings during the period immediately preceding vacation, or, four (4) weeks base pay computed on the basis of the employee's regular job rate at the time he goes on vacation whichever is the greater. Employees who have not worked at least three-quarters (3/4) of the full time hours will be granted four (4) weeks vacation pay which shall be eight percent (8%) of the employees actual earnings during the period immediately preceding vacation.
- (e) Employees on the Company's payroll on **their anniversary date**, who have been continuously employed the Company for fourteen (14) or more years, shall be granted five(5) weeks vacation with pay. Pay for such five (5) week vacation shall be ten percent (10%) of the employees actual earnings during the period immediately preceding vacation , or, five (5) weeks base pay computed on the basis of the employee's regular job rate at the time he goes on vacation whichever is the greater. Employees who have not worked at least three-quarters (3/4) of the full time hours will be granted five (5) weeks vacation pay which shall be ten percent (10%) of the employees actual earnings during the period immediately preceding vacation.
- (f) Employees on the Company's payroll on **their anniversary date**, who have been continuously employed the Company for twenty-one (21) or more years, shall be granted six (6) weeks vacation with pay. Pay for such six (6) week vacation shall be twelve percent (12%) of the employees actual earnings during the period immediately preceding vacation, or, six (6) weeks base pay computed on the basis of the employee's regular job rate at the time he goes on vacation whichever is the greater. Employees who have not worked at least three-quarters (3/4) of the full time hours will be granted six (6) weeks vacation pay which shall be twelve percent (12%) of the employees actual earnings during the period immediately preceding vacation.
- (g) Should a Statutory Holiday fall while an employee is on vacation, he shall be entitled to an additional day off with pay.
- (h) The following shall be considered as time worked for the purpose of qualifying for a vacation:
 - 1. Time spent on earned vacation



2. Time spent on Statutory Holidays
 3. Time spent on Jury Duty
 4. Time absent from work because of compassionate leave.
 5. Time spent on an approved leave of absence, not to exceed thirty (30) days
- (i) No employee may continue to work and draw vacation pay in lieu of taking a vacation, except under (b) above. Those not qualifying for holidays as will be paid four percent (4%) holiday pay, as earned by them in the immediate preceding vacation period of January 1st.
 - (j) Management will determine the number of employees in each classification who can be on vacation at one time.
 - (k) Two (2) weeks of an employee's paid vacation may be consecutive and given during the regular vacation period of May 1st to September 30th. However, employees entitled to five (5) or more weeks of vacation may take three (3) consecutive weeks of vacation during the regular vacation period except during the prime time of July and August unless otherwise mutually agreed. Selection of vacation will be on the basis of seniority.
 - (l) Vacations must be taken in units of not less than one (1) week unless the employee requests otherwise and it is approved by the Manager.
 - (m) Part time employees will be paid vacation pay at four percent (4%) of gross earnings. After four (4) years of employment, part time employees will receive six percent (6%) of gross earnings.
 - (n) Part time employees with less than four (4) years of employment shall be entitled to two (2) weeks vacation without pay. Part time employees with four (4) or more years of employment shall be entitled to three (3) weeks vacation without pay. It is understood that such employees must advise their Manager in writing if they want vacations that year. The time of vacation is to be mutually agreed upon between the Company and the employee.
 - (o) Part time employees will receive a separate cheque when paid vacation pay. On or before February 28th, or if the employee wants vacation pay with their vacation, they will so advise the Manager by January 31st.

Section 9 HEALTH AND WELFARE PLAN

The Company's current health and welfare benefit program as of the effective date of this Agreement shall be continued for the life of this Agreement, and the Company agrees to continue paying the same premiums, or the same share of the premiums, where applicable, to obtain the benefit coverage during the life of the Collective Agreement. An outline of the



health and welfare benefits is available at the administrative office to any employee in the bargaining unit.

The Union agrees that the obligation of the Company under this Article is restricted to the payment of premiums or portions of premiums as applicable to the appropriate insurance carrier. It is understood and agreed that neither the benefits nor the insurance policies governing the application of the benefits form part of this Agreement. The Union further agrees that all benefits referred to in this Article are subject to the conditions of eligibility and any other limitations expressed in the insurance carriers policy, and that the Company has no responsibility for the administration of any insurance policy. The selection of an insurance carrier for any benefits is in the sole discretion of the Company.

Section 10 FAILURE TO REPORT TO WORK

- (a) Unable to report to work: An employee, who is unavoidably prevented from reporting for work at his regularly scheduled starting time, shall notify the Store Manager or designate of the fact, at least fifteen (15) minutes before, but not later than fifteen (15) minutes after his regularly scheduled starting time.

The Employee in doing so must speak to the Store Manager or designate 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. The employee must provide the approximate return to work date.

- (b) Compassionate Leave: In the event of death in the immediate family, an employee who has completed the probationary period will be granted paid time off of up to 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 or foster children. In the case of a funeral that is more than five hundred (500) miles from the employee's location will be granted paid time off of up to five (5) days. An unpaid extension may be arranged at the discretion of the Store Manager. Immediate family is defined as wife, husband (including common-law relationships), children, brother, sister, mother, father, mother- or father-in-law, grandparents.

- (c) **Pregnancy and Parental Leave**
(per Sections 50 and 51 of the *Employment Standards Act*)

Section 50: Pregnancy Leave:

- (1) A pregnant employee who requests leave under this section is entitled to up to 17 weeks of unpaid leave**
- (a) **beginning**
- (i) **no earlier than (11) weeks prior to the expected delivery date, and**



- (ii) no later than the actual birth date, and
- (b) ending
 - (i) no earlier than six (6) weeks after the actual delivery date, unless the employee requests a shorter period, and
 - (ii) no later than seventeen (17) weeks after the actual birth date.
- (2) An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or the termination of the pregnancy.
- (3) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (1) or (2).
- (4) A request for leave must
 - (a) be given in writing to the employer,
 - (b) if the request is made during the pregnancy, be given to the employer at least four (4) weeks before the day and employee proposes to begin leave, and
 - (c) if required by the employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (3).
- (5) A request for a shorter period under subsection (1) (b) (i) must:
 - (a) be given in writing to the employer at least one (1) week before the date the employee proposes to return to work, and
 - (b) if required by the employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

Section 51: Parental Leave

- (1) An employee who requests parental leave under this section is entitled to:
 - (a) for a birth mother who takes leave within one year of the birth of a child and in conjunction with pregnancy leave taken under section 50, up to thirty-five (35) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under section 50, unless the employee and employer agree otherwise,
 - (b) for a birth mother who does not take leave under section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up



to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty two (52) weeks after that event,

- (c) for a birth father, up to thirty-seven (37) weeks of unpaid leave beginning after the child's birth and within fifty two (52) weeks of that event, and
 - (d) for an adopting parent - up to thirty-seven (37) weeks beginning within fifty-two (52) weeks after the child is placed with the parent.
- (2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1).
- (3) A request for leave must
- (a) be given in writing to the employer,
 - (b) if the request is for leave under section (1) (a) or (b) , be given to the employer at least four (4) weeks before the employee proposes to begin leave, and
 - (c) if required by the employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
- (4) An employee's combined entitlement to leave under section 50 and this section is limited to fifty-two (52) weeks plus any additional leave the employee is entitled to under section 50 (3) or subsection (2) of this section.

Section 11 DENTAL PLAN

The current Company Dental Plan will be maintained for the term of this agreement.

Section 12 COMPANY PENSION PLAN

The current Company Pension Plan will be maintained for the term of this agreement.

Section 13 LAYOFF NOTICE OR PAY IN LIEU OF LAYOFF NOTICE

When employment of an employee is terminated by the Company for reasons other than discharge for cause, the Company shall provide the employee with notice or severance pay in lieu of notice as follows:

After three (3) months of service.....one (1) week
After one (1) year of service.....two (2) weeks
After three (3) years of servicethree (3) weeks
After four (4) years of service.....four (4) weeks
After five (5) years of service.....five (5) weeks



After six (6) years of service.....six (6) weeks
After seven (7) years of serviceseven (7) weeks
After eight (8) years of serviceeight (8) weeks

The above will not apply in cases of a short-term layoff of less than thirteen (13) weeks. In these cases the Employer will attempt to provide as much notice as possible but in no event any less than twenty-four (24) hours notice.

Section 14 SENIORITY

Seniority for full time employees shall mean the length of continuous service with the Employer and shall be based on the start date with the Company as a full time employee.

Seniority for part time employees will be calculated as the total of hours actually worked with the Employer.

Section 15 SEVERANCE PAY

Should there be a complete shutdown of the Employer's operations, then the Company will provide to all employees, in addition to the notice as set out in Article 13, the following:

One (1) week of notice or pay in lieu of notice for each full year of service to a maximum of eight (8) weeks notice or pay in lieu of notice.

Section 16 MANAGEMENT RIGHTS

The Company retains and shall maintain and exercise all managerial authority and prerogatives, subject only to the terms and provisions of this contract.

Section 17 GRIEVANCE PROCEDURE

Any complaint, disagreement or difference of opinion between the parties hereto concerning the interpretation, application, operation or any alleged violation of the terms and provisions of this Agreement shall be considered a grievance. There shall be no suspension of work on account of any alleged violation of this agreement.

Grievances shall be presented in writing and shall clearly set forth the grievance and the contentions of the aggrieved party.

Differences between the parties or persons bound by this Agreement shall be resolved by the following procedure:

Step 1



A grievance must be brought to the attention of the Store Manager or his designee, by the employee within five (5) working days from the occurrence of the events that gave rise to the grievance.

An employee desiring to solve a grievance shall, either alone or, if he so elects, accompanied by his Shop Steward, discuss the matter with the Store Manager or his designee and if it is settled then this shall end the matter.

Step 2

Where the grievance is not resolved to the satisfaction of the employee by the Store Manager or his designee, then within ten (10) working days of the discussion at Step 1, the Union will, in writing, submit the matter to the District Manager

A meeting will be arranged within ten (10) working days of the receipt of the grievance. This meeting may be attended by the grievor, the shop steward, the Union representative and the District Manager or his designee. The Decision reached by the District Manager or his designee at this step shall be given in writing within ten (10) working days from the day of the meeting at this step.

Step 3

Where the grievance is not resolved to the satisfaction of the employee by the District Manager or his designee, then within fifteen (15) working days of the discussion at Step 1, the Union will, in writing, submit the matter to the Vice President of Human Resource Services.

A meeting will be arranged within five (5) working days of the receipt of the grievance. This meeting may be attended by the grievor, the shop steward, the Union representative and such representatives of the Company as may be designated. The Decision reached by the Company at this step shall be given in writing within ten (10) working days from the day of the meeting at this step.

Step 4

If the matter is not considered to be resolved within five (5) working days of the date of the Decision reached at Step 3 above, either party may refer the matter to arbitration by notice to the other party that it wishes arbitration and setting out particulars of the questions to be decided.

Section 18 ARBITRATION

- (a) A single Arbitrator agreed to by the parties will hear the matter in question.

The parties shall endeavour to agree on a single arbitrator. If the parties fail to agree within five (5) working days, either party within a further three (3) working days may apply to the Chairman of the Labour Relations Board to make an appointment.

It is understood that if a grievance is not initiated in accordance with the prescribed time limits, such grievance shall be deemed to be abandoned. Notwithstanding, the time limits fixed by the grievance and arbitration procedure, these may be extended by mutual consent of the parties to this Agreement.



- (b) The Award of the Arbitrator shall be final and binding upon the parties.
- (c) Should the parties disagree as to the meaning of the Award, either party may apply to the Arbitrator to clarify the Award.
- (d) Each party shall pay the remuneration and expenses of its representatives and witnesses and one-half of the remuneration and expenses of the Arbitrator.
- (e) All decisions arrived at by agreement between the Company and the Union with respect to grievances shall be final and binding upon the Company and the employees.

Section 19 MISCELLANEOUS

- (a) Maintenance of Adequate Heating/Cooling Facilities: In keeping with the current situation, the Employer agrees to maintain adequate heating/cooling facilities.
- (b) Union Decal: The Employer agrees to display the official Union decal of the United Food & Commercial Workers International Union in a location where it can be seen by customers.
- (c) Wearing Apparel: The Employer shall furnish two (2) aprons or two (2) shirts or combination of each, to each employee. In addition, each employee will be provided with a name tag, which must be worn at all times on the apron or shirt.

The Company agrees to pay up to \$75.00 for the cost of safety shoes for all employees once every twelve (12) months.

- (d) Charitable Donations: Employee donations to charity funds shall be on a strictly voluntary basis.
- (e) Time Off to Vote: The Employer agrees that he will comply with any law requiring that employees be given time off to vote.
- (f) Picket Lines: The Employer agrees that in the event of a legal picket line of another trade union being in existence at the Employer's store, the Employer will in no way require or force members to report to work behind such a picket line. Nor will the Employer discipline or in any way discriminate against an employee who refuses to report to work while a legal picket line exists at his or her place of work.
- (g) Deemed Time Worked: Paid vacations for all employees and statutory holidays for all employees shall be considered as time worked for all purposes of the Collective Agreement.
- (h) Lockers: Each employee will be provided a small size locker to store personal belongings.



- (i) Bulletin Boards: A bulletin board will be supplied by the Union and will be placed in lunchrooms and other areas in the store. It is understood that these bulletin boards are the property of the Union and shall be for their exclusive use.
- (j) Harassment: The Union and the Company support a personal harassment and sexual harassment free work environment.
- (k) Personnel File: A copy of formal discipline report to be entered on an employee's file will be given to the employee. The employee will be required to sign Management's copy. Such signature will indicate receipt of formal reprimand only. Subject to giving the Employer advance notice, employees shall have access to their personnel file.
- (l) Discipline Interview: Where an employee attends an interview with Management for the purpose of receiving a formal discipline report or for a security interview, the employee upon request shall have the right to be accompanied by a steward or another employee of the bargaining unit of the employees choice, In any event the person chosen must be currently on the same shift.

A copy of all such formal notices of discipline (i.e.: written warnings, suspensions and discharges) shall be given to the Union through the Shop Steward.

- (m) No Discrimination: Both the Employer and the Union endorse the principles outlined in the B.C. Human Rights Act.
- (n) Assistant Manager
The Manager may appoint an employee to be the Assistant Manager. In this case the Assistant Manager shall receive eighty-five cents (85¢) per hour above his normal rate.

Section 20 TIME OFF FOR UNION BUSINESS - STORE VISITS

- (a) Union Business: The Employer agrees that an employee chosen to attend to Union business in connection with conventions, conferences and seminars shall be given time off without pay for to do so. The maximum number of days that may be used during the life of this agreement is twenty (20). The maximum number of employees that may be off at the same time for such leaves is one (1).

The Union shall notify the Employer at least one (1) week in advance of the commencement of all such Leaves of Absence.

The Employer will bill the Union and the Union will reimburse the Employer for wages paid to the employee and dental and pension contributions made on the employee's behalf during such absence.

- (b) Store Visits of Union Representatives: Duly authorized representatives of the Union shall upon notifying the Store Manager, be entitled to visit the stores for the purpose of observing working conditions, interviewing members and unsigned employees and to ensure that the terms of the Collective Agreement are being implemented. In doing so



the Union representative agrees that such visit will not intentionally disrupt operations at the store in any way.

Section 21 SHOP STEWARD RECOGNITION

The Employer will recognize an employee in the bargaining unit that is appointed by the Union as the Shop Steward or an alternate.

The Union will notify the Employer in writing of the names of the employees who are appointed to these positions.

Section 22 EXPIRATION AND RENEWAL

This Agreement shall be for the period from and including **January 1st 2003**, to and including **December 31st, 2005** and from year to year thereafter, subject to the right of either party to the Agreement, within four (4) months immediately preceding **December 31st, 2005**, or any subsequent anniversary date thereafter to:

- (a) terminate this Agreement, in writing, effective **December 31st, 2005** or any subsequent anniversary thereof,
- (b) require the other party to this Agreement, in writing, to commence collective bargaining to conclude a revision or renewal of this Agreement.

Should either party give notice pursuant to (b) above, this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement, or increase or decrease the rate of pay of any employee whom collective bargaining is being conducted, or alter any other term or condition of employment until:

- (1) The Union gives notice of strike in compliance with the Labour Code of British Columbia, or
- (2) The Employer gives notice of lockout in compliance with the Labour Code of British Columbia.

The operation of Section 50(2)(3) of the Labour Code of British Columbia is hereby excluded.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto this _____ day of _____, 2003.

FOR:
United Food and Commercial Workers

FOR:
General Paint Ltd.



Union Local 1518

Brooke Sundin
President

Cheryl Oldale

Dwight Hagen

Dick Glassford

Wayne Vicic



APPENDIX A - WAGE SCALES

Full-Time Employees	Jan 1, 2003	July 1, 2003	Jan 1, 2004	Jan. 1, 2005
Start Rate	10.34	10.34	10.34	10.34
6 Month Rate	11.06	11.06	11.06	11.06
12 Month Rate	11.78	11.78	11.78	11.78
18 Month Rate	12.50	12.50	12.50	12.50
24 Month Rate	13.22	13.22	13.22	13.22
30 Month Rate	13.85	13.85	13.85	13.85
36 Month Rate	15.78	15.94	16.26	16.58

Part-Time Employees	Jan 1, 2003	July 1, 2003	Jan 1, 2004	Jan. 1, 2005
Start Rate	8.00	8.00	8.00	8.00
6 Month Rate	8.25	8.25	8.25	8.25
12 Month Rate	8.50	8.50	8.50	8.50
18 Month Rate	8.75	8.75	8.75	8.75
24 Month Rate	9.00	9.00	9.00	9.00
30 Month Rate	9.25	9.25	9.25	9.25
36 Month Rate	9.50	9.50	9.50	9.50
42 Month Rate	9.75	9.75	9.75	9.75
48 Month Rate	10.65	10.75	10.96	11.18



Letter of Understanding

Between

General Paint Ltd.

and

**United Food and Commercial Workers Union
Local 1518**

Students

Students are defined as part time employees who are registered and attend high school or post-secondary educational classes. Students will be scheduled as per Section 7(b).

Students will have seniority amongst themselves.

Students who have completed their studies and who will not be attending classes any longer, upon notification of this in writing to management, will be offered shifts as a part time employee and based on seniority.

Once a student becomes part time, he/she will be credited for all student hours worked towards seniority as a part time employee.

IN WITNESS WHEREOF the parties hereto have affixed their signatures hereto.

on this _____ day of _____, 2000.

Dwight Hagen

Jack Parnell

Wayne Vicic

Dick Glassford

SIGNED ON BEHALF OF THE UNION

SIGNED ON BEHALF OF THE
EMPLOYER



Letter of Understanding

Between

General Paint Ltd.

and

**United Food and Commercial Workers Union
Local 1518**

Full Time Employees Working on Sundays

The parties agree that the current practice whereby full time employees receive eight (8) hours pay for six and one half (6 1/2) hours of actual time worked will be maintained for the duration of this agreement.

IN WITNESS WHEREOF the parties hereto have affixed their signatures hereto on

this 6th day of August, 1997.

WAYNE VICIC

DICK GLASSORD

JACK PARNELL

RALPH ELKI

SIGNED ON BEHALF OF THE UNION

SIGNED ON BEHALF OF THE
EMPLOYER



Letter of Understanding

Between

General Paint Ltd.

and

**United Food and Commercial Workers Union
Local 1518**

Part Time Employees Moving to a Full Time Position

When a part time employee with eighteen (18) months or less service moves to a full time position, he will be placed at the same service level on the full time scale (i.e. 12 month part time moves to 12 month full time rate).

Part time employees with more than eighteen (18) months of service when moving to a full time position will be placed at the eighteen (18) month level on the full time scale (i.e. 2 year part time moves to 18 month full time rate).

IN WITNESS WHEREOF the parties hereto have affixed their signatures hereto on

this 6th day of August, 1997.

WAYNE VICIC

DICK GLASSORD

JACK PARNELL

RALPH ELKI

SIGNED ON BEHALF OF THE UNION

SIGNED ON BEHALF OF THE
EMPLOYER

Letter of Understanding



Between

General Paint Ltd.

and

**United Food and Commercial Workers Union
Local 1518**

Minimum Number of Full Time Employees

The Employer agrees during the term of this agreement to maintain a minimum of three (3) full time employees on staff. This number may be less only by mutual agreement of the Union and the Employer.

IN WITNESS WHEREOF the parties hereto have affixed their signatures hereto on

this ___ day of _____, 2000.

DWIGHT HAGEN

JACK PARNELL

WAYNE VICIC

DICK GLASSFORD

SIGNED ON BEHALF OF THE UNION

SIGNED ON BEHALF OF THE
EMPLOYER

