

COLLECTIVE AGREEMENT

BETWEEN

CLOVERDALE PAINT INC.

AND

TEAMSTERS LOCAL UNION No. 213

January 1st, 2005 - December 31st, 2009

**DON McGILL
Secretary-Treasurer**

i
TABLE OF CONTENTS
CLOVERDALE PAINT INC.

ARTICLE	PAGE
1. BARGAINING AGENCY AND DEFINITION.....	1
2. DURATION OF AGREEMENT	<u>1</u>
3. UNION SECURITY	<u>2</u>
4. DEDUCTION OF DUES, ETC.	<u>2</u>
5. UNION ACTIVITIES OF EMPLOYEES AND LEAVE OF ABSENCE	<u>3</u>
6. SHOP STEWARDS	<u>4</u>
7. WORK CLOTHES	<u>5</u>
8. UNION NOTICES	<u>6</u>
9. CONFLICTING AGREEMENT.....	<u>6</u>
10. PROTECTION OF RIGHTS	<u>6</u>
11. TRANSFER OF TITLE OR INTEREST.....	<u>6</u>
12. GRIEVANCE PROCEDURE.....	<u>7</u>
13. JOB POSTING, ETC.	<u>9</u>
14. TECHNOLOGICAL CHANGE AND RETRAINING.....	<u>10</u>
15. SEVERANCE PAY	<u>11</u>
16. PAY DAY AND PAY STATEMENTS, ETC.	<u>11</u>
17. ANNUAL VACATIONS	<u>11</u>
18. GENERAL HOLIDAYS	<u>14</u>
19. SEPARATION OF EMPLOYMENT	<u>15</u>
20. SENIORITY	<u>15</u>
21. DAYS AND HOURS OF WORK AND OVERTIME	<u>16</u>
22. LUNCH AND REST PERIODS	<u>19</u>
23. SAVINGS CLAUSE	<u>19</u>
24. COMPENSATION COVERAGE	<u>20</u>
25. INSPECTION PRIVILEGES	<u>20</u>
26. SANITARY FACILITIES, ETC.	<u>20</u>
27. SAFETY AND HEALTH.....	<u>20</u>
28. BONDING.....	<u>21</u>
29. MANAGEMENT.....	<u>21</u>
30. HEALTH AND WELFARE PLAN	<u>22</u>
31. ARTICLE HEADINGS.....	<u>22</u>
32. TRANSPORTATION	<u>22</u>
33. MEDICAL EXAMINATIONS.....	<u>23</u>
34. PAID ELECTION TIME OFF	<u>24</u>
35. GENDER	<u>24</u>
36. CLASSIFICATIONS AND WAGE RATES, ETC.	<u>24</u>
37. RETROACTIVE PAY	<u>25</u>
38. TEAMSTERS LOCAL 213 INDUSTRY ADVANCEMENT FUND.....	<u>25</u>
SIGNATURE PAGE	<u>25</u>
APPENDIX "A"CLASSIFICATIONS, WAGE RATES AND JOB DESCRIPTIONS	<u>26</u>
LETTER OF INTENT.....	<u>31</u>

THIS AGREEMENT entered into this _____ day of _____, 2005.

BETWEEN: CLOVERDALE PAINT INC.

6950 King George Highway
Surrey, British Columbia;

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND: TEAMSTERS LOCAL UNION No. 213,

affiliated with the International
Brotherhood of Teamsters, of the
City of Vancouver, Province of
British Columbia;

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

1. BARGAINING AGENCY AND DEFINITION

- (a) The Employer recognizes the Union as the sole collective bargaining agency of all employees as set out in the Certification of Bargaining Authority.
- (b) The term employee as used in this Agreement shall apply to any person performing work in any job which is covered by the Certificate and/or this Agreement.
- (c) All work within the bargaining unit shall be performed only by those persons coming within the bargaining unit who are members of the Union as prescribed herein or who are eligible to become members under Article 3 herein. No work which the employees perform or can perform shall be contracted out. It is understood that the Employer may use outside agencies to perform services not normally performed by employees (for example, equipment maintenance, janitorial duties, building maintenance, and trucking). However, in that event, such agencies shall be covered by a collective agreement wherever possible.

2. DURATION OF AGREEMENT

This Agreement shall be in full force and effect from and including January 1st, 2005 to and including December 31st, 2009 and shall continue in full force and effect from year to year thereafter, subject to the right of either party to this Agreement within

four (4) months immediately preceding the expiration, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the collective agreement, or a new collective agreement.

Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike and such strike has been implemented, or the Employer shall give notice of lockout and such lockout has been implemented or the parties shall conclude a renewal or revision of the Agreement or a new collective agreement.

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

3. UNION SECURITY

- (a) The Employer agrees that when it hires new employees the Employer shall have such new employees fill in the required Union membership and death benefit cards prior to commencing work, and mail same in to the Union office immediately.
- (b) All employees shall be required to be members of the Union as a condition of employment with the Employer. Should any employee covered by the bargaining unit cease or refuse to become a member in good standing of the Union, the Employer shall, upon notification from the Union, discharge such employee.

4. DEDUCTION OF DUES, ETC.

- (a) The Union shall each month mail to the Employer a checkoff form, in duplicate, setting out the name of each employee in the Union and the amounts of dues, etc. they owe. The Employer shall delete any names from such list of employee who have terminated since the previous list and shall also add the names of any new employees.
- (b) All employees shall be required to sign authorization for checkoff of the Union dues, fees, fines, and assessments which may be levied by the Union in accordance with the Constitution and/or By-Laws. Such checkoff shall be irrevocable.
- (c) The Employer shall deduct and pay over to the Secretary-Treasurer of the Union any monthly dues, fees, fines, and assessments levied in accordance with the Union's By-Laws, owing by said employees hereunder to the said Union. 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 each following month, and one (1) copy of the checkoff list as above mentioned.

- (d) The Union initiation fee shall be deducted over four (4) pay periods.

5. UNION ACTIVITIES OF EMPLOYEES AND LEAVE OF ABSENCE

- (a) The Employer shall allow time off work, without pay, except as otherwise stipulated in this Agreement, to any person who is serving as a Union delegate to any conference or function, given adequate notice.
- (b) During authorized leave of absence, an employee shall maintain and accumulate seniority.
- (c) When an employee suffers an injury, whether on the job or not, or suffers any illness preventing him from reporting to work, he will automatically be granted leave of absence, without pay, except as otherwise stipulated in this Agreement. Such leave of absence will be for a maximum of one (1) year, unless extended by mutual agreement by the Employer and the Union. The Union acknowledges the Employer's right to request a medical certificate, provided the Employer shall pay for such certificate.
- (d) If an employee desires a leave of absence for reasons other than those referred to above, he must obtain permission, in writing, for the same from the Employer and the Employer will send a copy of same to the Union. However, no legitimate and reasonable request for a leave of absence will be denied and Leave of Absence will not be granted from May 1 to September 15.
- (e) When an employee suffers an injury or illness which requires his absence, he shall report the fact to the Employer. If possible day shift employees must report their intentions of being absent within one (1) hour of their regular starting time. If possible afternoon shift employees must report their intentions of being absent no later than two (2) hours prior to the beginning of their shift.
- (f) Employees, upon the completion of the probation period, shall be eligible for compassionate leave in the case of death in the immediate family, with full pay for three (3) days. Immediate family means: husband, wife, mother, father, children, sister, brother, mother and father-in-law, sister and brother-in-law, grandparents, grandchildren, and step-parents.

In the case of death of a direct relative, including aunt, uncle or cousin of the employee only, or grandparents of spouse, the employee affected, upon

completion of the probation period, shall be eligible for compassionate leave with full pay for one (1) day, providing the employee attends the funeral.

- (g) All time lost by an employee due to necessary attendance on Jury Duty or any Court proceedings where subpoenaed as a witness shall be paid for at the rate of pay applicable to said employee. Once an employee is released from Jury or Witness Duty, he shall be returned to the job classification and pay rate he was on prior to such duty. All Jury Duty pay or Witness payments received by the employee from the courts or otherwise shall be reimbursed to the Employer, not including travel or parking expense reimbursement.
- (h) When any employee hereunder is either elected or appointed for a full-time job with the Union, he shall be granted leave of absence for a period of up to one (1) year.
- (i) Except where explicitly stated to the contrary, all leaves of absence are without pay. The Employer will continue to pay its share of an employee's health and welfare plan premiums while:
 1. An employee is on an approved leave of absence for a maximum of thirty (30) calendar days except MSP which expires at the end of the month when an employee goes on leave. Where the leave of absence is greater than thirty (30) calendar days, the employee is responsible for their own health and welfare benefits coverage. In order to maintain health and welfare benefits coverage the employee must make full payment for the coverage prior to the commencement of the leave of absence.
 2. An employee is on pregnancy or parental leave.
 3. An employee is in receipt of weekly indemnity benefits, and
 4. An employee is in receipt of Workers' Compensation or Long Term Disability benefits, for a maximum period of twenty-four (24) months.

6. SHOP STEWARDS

- (a) There shall be a Shop Steward appointed, if the Union wishes, to see that the provisions of this Agreement are adhered to.
- (b) The Shop Steward shall have no authority to alter, amend, violate, or otherwise change any part of this Agreement.

- (c) The Employer will recognize the Shop Steward selected in accordance with the Union rules and regulations as the representative of the employees in the respective groups or departments for which they are chosen, and hereby recognizes that the power to appoint and removal thereof is solely vested with the Union. The number of Shop Stewards shall be consistent with the need up to a maximum of four (4).
- (d) The Union will advise the Employer of the identity of the Shop Stewards.
- (e) Shop Stewards shall be allowed to take up grievances during working hours, without loss of pay. Shop Stewards must advise management that they require time to deal with a grievance.
- (f) During negotiations, the Union may have a negotiating committee of up to four (4) in attendance. The Employer will pay the wages on a straight time basis to a maximum of ten (10) hours in any one (1) day for up to two (2) Union negotiating committee members. Negotiating Committee members shall be scheduled on day shifts on the days of bargaining.

7. WORK CLOTHES

- (a) The Employer shall provide coveralls (or smocks as requested) to those employees who reasonably require them. Such clothing shall be replaced as often as reasonably necessary and shall be laundered at the Employer's expense. Coveralls are to remain the property of the Employer and must be returned by the employee on termination.
- (b) The Employer shall provide gloves free of charge to those employees who are required to wear them.
- (c) The Employer shall reimburse each employee for 100% of the cost of safety boots to a maximum of one hundred and twenty dollars (\$120.00) (GST out) once every twelve month period. Those employees whose boots are worn or broken to such extent that they can be penetrated by solvent or paint shall receive paid replacements as needed.

It shall be mandatory that these boots be worn on the job at all times. The Employer may recover this reimbursement from any employee terminating within six (6) months of his date of hire.

- (d) The Employer, if requested, shall supply prescription safety glasses for those employees who have completed six (6) months' employment, should safety glasses be requested and required by such employees. The employee shall receive glasses approved by the W.C.B. through a Company plan. If employees have received this benefit, it shall be mandatory that these

glasses be worn on the job. The Employer further agrees to provide, free of charge, replacement prescription lenses every two (2) years if prescription changes are necessary, or if they have been accidentally broken while working. Frames will also be replaced if accidentally broken while working. Such replacements shall apply only and to the extent that it is not provided by the W.C.B.

8. UNION NOTICES

The Employer agrees to provide space that is readily accessible for official Union notices and there shall be no interference by the Employer with said Notice Boards.

The Employer shall be responsible for the posting of up-to-date Seniority Lists.

9. CONFLICTING AGREEMENT

The Employer agrees not to enter into any agreement or contract with employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement, or any Statute of the Province of British Columbia or Canada.

The Employer agrees that before effecting any wage rate, other than those set out in this Agreement, it shall first negotiate same with the Union Agent in accordance with the applicable section of this Agreement.

10. PROTECTION OF RIGHTS

The Employer shall not require any Union member to cross a legal picket line.

11. TRANSFER OF TITLE OR INTEREST

- (a) This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns. In the event the entire operation or any part thereof is sold, leased, transferred, or taken over by sale, transfer, lease assignment, receivership, or bankruptcy proceeding, or another company, limited or otherwise, is set up to perform any of the functions previously performed by the Employer covered herein, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.
- (b) The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, or assignee of the operation covered by this Agreement or any part thereof. Such notice shall be in writing and a copy thereof shall be delivered to the Union immediately after the Employer executes the contract of sale, lease or transfer. The Union shall also be

informed of the nature of the transaction, not including financial details. In the event the Employer fails to give notice as herein required, or fails to provide the Union with particulars herein required, the Employer shall be liable to the Union and to the employees covered by this Agreement for all loss or damages sustained as a result of such failure.

12. GRIEVANCE PROCEDURE

- (a) Any complaint, disagreement or difference of opinion between the Employer, the Union or the employees covered by this Agreement, which concerns the interpretation or application of the terms and provisions of this Agreement, shall be considered a grievance.

Any employee, the Union or the Employer may present a grievance. Any grievance other than a termination grievance which is not presented in writing within fifteen (15) calendar days following the event giving rise to such grievance shall be forfeited and waived. Any grievance arising from a termination of employment which is not presented in writing within ten (10) calendar days following the event giving rise to such grievance shall be forfeited and waived.

- (b) The Steps of the Grievance Procedure shall be as follows:

STEP I The employee, with or without the Shop Steward, shall take his grievance up with Management. The Employer shall take up his grievance with the employee concerned who shall have the right to have the Shop Steward present.

STEP II Should a solution not be reached by Step I, then a Representative of the Union, accompanied by the employee and the Shop Steward, if the Union wishes, shall discuss the matter with management.

If no solution is reached, then the grieving party shall submit in writing its contention on the dispute. The other party shall reply in writing within seven (7) days. Failure to respond or failing settlement of the dispute at this stage shall cause the matter to be submitted to Arbitration as set out herein.

Notwithstanding the above, if an authorized Agent of the Union claims a violation of this Agreement, he may invoke the Grievance Procedure at Step II as the grieving party on behalf of the Union or on behalf of any employee or employees concerned.

STEP III The party desiring Arbitration shall appoint a member for the Board and shall notify the other party in writing of its appointment.

The party receiving the notice shall, within seven (7) days thereafter, appoint a member for the Board and notify the other party of its appointment.

Failure to appoint its nominee, by either party, the other party who has appointed its nominee shall apply to the Minister of Labour to appoint a nominee on behalf of such party.

STEP IV The Arbitrators so appointed shall confer to select a third person to be Chairman and failing for five (5) days from the appointment of the second of them to agree to a person willing to act, either of them may apply to the Minister of Labour.

- (c) Notwithstanding the foregoing provisions respecting the establishment and jurisdiction of an Arbitration Board, if the parties agree, a Sole Arbitrator shall be chosen to act in the same capacity and having the same powers as a Board of Arbitration.
- (d) If the Arbitration Board finds that an employee has been suspended or discharged without proper cause or improperly laid off, that employee shall be reinstated by the Employer without loss of pay and with all his rights, benefits and privileges which he would have enjoyed if the discharge, suspension or improper layoff had not taken place. If an Arbitration Board finds circumstances which in the opinion of the Arbitration Board make it just and equitable may order the Employer to pay less than the full amount of wages lost.

The Board of Arbitration shall not have any jurisdiction or authority to alter or change any of the provisions of this Agreement or give any decision inconsistent with the terms of this Agreement except where there is a dispute between the parties regarding the rate of pay for a newly established or altered classification not provided for herein or a dispute under Article 23 herein. The Board of Arbitration or Sole Arbitrator shall have the power to deal with such matters and bring down a final and binding award. Each of the parties hereto will bear the expenses of its nominee and the parties will equally bear the expenses of the Chairman.

- (e) Any discharged or suspended employee, within seventy-two (72) hours of his discharge or suspension, shall be given by the Employer, in writing, the reasons for his discharge or suspension, with a copy to be sent to the Union. In the event of any dispute or difference as to whether or not there was

proper cause for the discharge or suspension of an employee, only the reasons set forth in writing shall constitute cause to be argued before an Arbitration Board. Time shall be of the essence and the seventy-two (72) hours to be exclusive of Saturdays, Sundays and General Holidays.

- (f) If any statement is to be put into an employee's personnel file, a copy of same will be given to the employee with a copy to the Union within thirty (30) days of the event giving rise to the statement.

13. JOB POSTING, ETC.

- (a) In the event that any employee leaves a job or a new job is created or new equipment is installed in the Works or Warehouse, the Company shall post a notice on the Bulletin Board notifying that a vacancy exists in a particular job. Employees desiring such job shall then apply in writing within five (5) working days of such posting, except that employees on vacation at such time shall have the privilege of applying when they return.

When considering promotions or transfers from one job to another, employees who bid on such a job shall be gauged by seniority and ability for the job. When ability is relatively equal, the employee having the greater seniority shall receive such job. In case of a dispute as to the ability of the senior employee, he shall have the right to demonstrate for a reasonable length of time his ability for the job by being placed on the job.

It is understood that employees may apply for lower paid jobs as well as higher paid jobs.

Any employee posting into a different classification within the unit shall be allowed a reasonable period of trial up to thirty (30) calendar days, and if found unsatisfactory shall be returned to his former position without loss of seniority at the rate of the former classification.

When a vacancy occurs within a job classification, the shift to be worked will be determined by seniority, as stated in Article 20 (e).

- (b) If the Employer wishes to institute a new job or classification for which there is no wage rate contained in this Agreement, the parties shall negotiate wage rates, conditions, etc. for such job or classification. Failure of the parties to agree shall cause the matter to be submitted to Arbitration.
- (c) It is understood that employees may apply for posted jobs on other seniority lists. The first opportunity will be given to those employees who are on the seniority list where the vacancy exists. If no one from within the seniority unit

applies for the job, employees from other lists may apply. Only one cross over will be allowed to result from each sequence of postings.

Employees crossing over from one seniority list to another in this manner will then carry their overall bargaining unit seniority to the new list. Once they have satisfied the trial period they will be eliminated from their previous departments list.

- (d) In the event a Temporary Employee works more than 440 hours in each year of employment, and there are no job vacancies, they will be placed on the overall bargaining unit seniority list as a Temporary Employee with seniority dating from the date they commenced employment within the bargaining unit and shall receive the rate of pay applicable to the job they are performing. This shall not initiate a job posting if they are relieving an employee off on an authorized leave of absence or vacation. Temporary Employees posting for a job vacancy would exercise their seniority after Employees on all three seniority lists.
- (e) The Company agrees to post the name of successful applicants within ten (10) days of the posting.
- (f) Employees awarded a job posting will not be permitted to bid on new job posting for a period of six (6) months if the posting is a lateral or down move in wages.

14. TECHNOLOGICAL CHANGE AND RETRAINING

- (a) The Employer shall not introduce or implement any technological change until and unless:
 - (i) The Employer has given three (3) months notice in writing to the Union of its intention to introduce a technological change affecting jobs in the bargaining unit.
 - (ii) The Employer has given first opportunity to the employees then on the payroll through the Job Posting Procedure, to receive training required by such technological change;
 - (iii) The parties agree to an appropriate rate of pay for the job affected by such technological change. If the parties do not agree, the matter shall be settled by Arbitration.
- (b) In the event there is a significant change in job content or job procedure, the parties shall discuss the appropriateness of a rate revision. If agreement

cannot be reached, the matter may be submitted to arbitration for a final conclusion.

15. SEVERANCE PAY

- (a) Employees with one (1) year or more of service, whose employment is terminated as a result of technological change or of closure of the whole or any part of the operation or loss of business, shall receive termination pay of one (1) week's pay for each year of service with the Employer, at the rate of pay the employee was receiving on the date of termination.
- (b) Employees who have been laid off without recall for a period of twelve (12) months shall be entitled to receive severance pay as per above, and upon payment of the said severance pay the employee will be deemed to be terminated.

16. PAY DAY AND PAY STATEMENTS, ETC.

- (a) All employees covered by this Agreement shall be paid every second (2nd) Thursday, except when altered by a General Holiday, all wages earned by such employees for the period ending the previous Saturday.
- (b) The Employer shall provide every employee covered by this Agreement on each pay day with an itemized statement in respect of all wage payments. Such statement shall set forth the total hours worked including overtime, the rate of wages applicable and all deductions made from the gross amount of wages. The Employer agrees to post paid sick day entitlement annually, at the beginning of each year.
- (c) The Employer shall record on each employee's T-4 slip, the total Union dues deducted and submitted on behalf of that employee.

17. ANNUAL VACATIONS

- (a) No later than March 1st of each year, the Employer shall post a Vacation List on the Bulletin Board, and each employee in order of seniority shall apply for his or her vacations on such list at a time same is desired, and such request must be completed by April 30th of the same year. The Employer can restrict that no more than one (1) employee per shift may be absent on vacation in any one department at any one time. For the purpose of this Section, the Employer has the following Departments:
 - 1) Large Batch Paint Making
 - 2) Large Batch Paint Filling
 - 3) Small Batch Paint Making

- 4) Small Batch Paint Filling
- 5) Tinting-Quality Control
- 6) Warehouse
- 7) Laboratory

Only two (2) weeks vacation will be granted in the period commencing with the first Monday in May and ending with the first Friday in September of each year. However, vacations outside of that period may be taken in one unbroken period unless requested by the employee.

For the purpose of vacation entitlement only, the warehouse shall have one (1) seniority list. Only two (2) weeks vacation would be granted commencing with the first Monday in May and ending with the first Friday in September of each year. The Employer can restrict that three (3) employees, but no more than 2 per shift, may be absent on vacations from the warehouse. The foreman and assistant foreman can not be away from the warehouse at the same time. However, vacations outside of that period may be taken in one (1) unbroken period unless requested by the employee. During the week prior to a week in which General Holidays fall, from May 1st to September 10th, no more than two (2) employees may be absent on vacation from the warehouse.

- (b) The vacation period shall be the twelve (12) month period commencing on June 1st and ending on the following May 31st.
- (c) Employees on the Company payroll on June 1st who have been continuously employed by the Company for the full twelve (12) months of the preceding vacation period shall receive two (2) weeks vacation with pay. Pay for such two (2) week vacation shall be 4% of the employee's actual earnings during the vacation period in which the vacation was earned, or two (2) 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.
- (d) Employees on the Company payroll on June 1st who have been continuously employed by the Company for three (3) or more years shall be granted three (3) weeks vacation with pay. Pay for such three (3) week vacation shall be 6% of the employee's actual earnings during the immediately preceding vacation period or three (3) 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.
- (e) Employees on the Company payroll on June 1st who have been continuously employed by the Company for seven (7) years shall be granted four (4) weeks vacation with pay. Pay for such four (4) week vacation shall be 8% of the employee's actual earnings during the immediately preceding vacation

period 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.

- (f) Employees on the Company payroll on June 1st who have been continuously employed by the Company for thirteen (13) years shall be granted five (5) weeks vacation with pay. Pay for such five (5) week vacation shall be 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 goes on vacation, whichever is the greater.
- (g) Employees on the company payroll on June 1st who have been continuously employed by the company for eighteen (18) years shall be granted six (6) weeks vacation with pay. Pay for such six (6) week vacation shall be 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 goes on vacation, whichever is the greater.
- (h) Employees on the Company payroll on June 1st who have been continuously employed by the Company for a full twelve (12) months of the preceding vacation period shall be entitled to a vacation bonus week with full pay in addition to the vacation entitlement set out above, provided the employee has been paid a minimum of 1440 hours and all the vacation entitlement is taken the first full week prior to October 15th and February 15th.
- (i) When an employee has been paid a minimum of 1440 hours in the vacation period, he shall be eligible for vacations with pay as set forth above. If less than 1440 hours have been paid, the employee shall be entitled to vacations as above set forth, however the applicable percentage rate only shall apply.
- (j) In the event an employee leaves the employ of the Employer prior to completing the vacation period, his entitlement to vacations is as set forth above, however the applicable percentage rate only shall apply.
- (k) Those employees on the Company payroll on June 1st of any year who have been employed for less than twelve (12) months prior to the said June 1st and who therefore do not qualify for two (2) weeks vacation will in the vacation period commencing on that date be granted one (1) day vacation for each full month worked. No vacation less than five (5) days and no more than ten (10) days will be granted. Pay for such vacation will be computed at 4% of the employee's actual earnings. Those not qualifying for days off will be paid vacation pay on the first pay day after May 31st.

Absence due to a Workers' Compensation claim will be deemed to count as time worked for the purpose of calculating the vacation seniority date. Such

time off will not be considered as time worked for the purpose of calculating vacation pay.

- (l) In addition to the vacation calculation as set out in this Article, all employees shall be entitled to one (1) extra week of vacation for every five (5) years of employment with the Company. Pay for the said one (1) week vacation shall be two percent (2%) of the employee's actual earnings during the immediately preceding vacation period or one (1) week's base pay computed on the basis of the employee's regular job rate at the time he goes on vacation, whichever is the greater.
- (m) If requested by the employee prior to going on vacation, the Employer shall furnish the employee with a statement showing the period for which the employee is receiving his or her vacation pay, how the vacation pay was calculated and shall include all overtime payments, commissions or anything of any monetary value received from the Employer on which the employee has to pay income tax, and also a cheque for the appropriate vacation pay the employee is entitled to.
- (n) Vacation pay will not be paid out in lieu of time taken off. Vacation time and pay cannot be carried to the next year, unless the employee is 63 years old or older and retirement in the next 2 years is planned. In this case vacation in excess of Employment Standards, can be carried forth for the year of retirement at age 65.

18. GENERAL HOLIDAYS

- (a) All eligible employees shall be entitled to the following General Holidays with pay:

New Year's Day	Canada Day	Remembrance Day
Good Friday	Labour Day	Christmas Day
Victoria Day	Thanksgiving Day	Boxing Day
B.C. Day	Christmas Eve Day	

and any other day declared as a Holiday by the Federal or Provincial Government.

- (b) Employees who are required to work a shift which commences at any time during the General Holiday, or a shift which carries over more than three (3) hours into a General Holiday shall in addition to their regular Holiday pay, receive double their hourly rate for all hours worked during that shift. Employees working into a General Holiday will adjust their start time as to finish the shift at midnight except graveyard shifts, which will end at 1:00 am at straight time. The Employer shall post annually a list of General Holidays

observed and highlight those General Holidays that will change employee's start time.

- (c) It is agreed that the General Holiday shall take place on the day and date designated as a Holiday by the Federal or Provincial Government, or as amended by mutual agreement.
- (d) In order to qualify for holiday pay for those General Holidays as listed above, an employee must have been employed by the company for thirty (30) calendar days prior to the General Holiday. In addition, the employee must have worked ten (10) days in the previous thirty (30) calendar days before the said General Holiday. An employee shall be paid for each General Holiday even if it falls on his weekly days off, annual vacation, Jury Duty, or bereavement leave.
- (e) Employees working ten (10) hour shifts during the week the holiday falls in will be paid at the rate of ten (10) hours for the holiday.

19. SEPARATION OF EMPLOYMENT

- (a) If an employee is discharged he shall be paid in full for all monies owing him on the date of his discharge.

If an employee quits the Employer may withhold payment for five (5) calendar days.

- (b) The Employer shall give a Record of Employment Certificate to any employee who separates from employment for at least seven (7) days for any reason within five (5) days of the last day worked, or terminates.

20. SENIORITY

- (a) There are three (3) Seniority Lists - Factory, Laboratory and Warehouse. Seniority shall be the length of service with the Employer dating from the date of employment within the respective list.
- (b) The Employer shall prepare the Seniority Lists and shall maintain them up to date. Such Lists shall set out the name, classification and Seniority date of all employees. A copy of the Lists shall be posted on the Bulletin Board and a copy supplied to the Union upon request.
- (c) Layoff and recall shall be based on seniority, within each seniority list as stated in Article 20(a) above, that is, the last hired shall be the first laid off and the last laid off shall be the first recalled, provided always that the senior

employee in the group has the necessary ability to perform the work available. The Employer shall give one (1) week's written notice of layoff.

- (d) Seniority shall be lost if an employee:
 - (i) voluntarily leaves the employ of the Employer;
 - (ii) is discharged for cause;
 - (iii) is laid off for a period exceeding twelve (12) months;
 - (iv) after a layoff fails to report for work within four (4) working days after being recalled by telephone and registered letter; or
 - (v) is absent without leave for four (4) working days without a legitimate reason.

- (e) Seniority within the job classification shall determine the shift to be worked. This is intended to mean that the senior employee shall have the right to fill all jobs required to be performed on the day shift if they so desire, provided that enough experienced help is available on other shifts to operate these shifts effectively.

- (f) When an employee is temporarily absent for any reason and it is necessary to replace the employee, the job shall be offered to the senior employee desiring same who is able to perform the work.

- (g) When an employee is hired by the Company, the said employee shall be on probation for a period not to exceed twenty-six (26) working weeks. New employees may work day shift for up to two (2) weeks so that the Employer can properly evaluate the employee.

21. DAYS AND HOURS OF WORK AND OVERTIME

- (a) **FACTORY**
 The standard work week shall consist of four (4) consecutive ten hour (10) days, Monday to Friday inclusive, unless otherwise agreed by mutual agreement. Temporary Employees can work consecutive or non-consecutive days on day or night shift. If an employee is called to work the work day shall consist of no less than ten (10) hours per day provided he commences work at the start of a shift with time off for lunch and, further, that all leaves of absence to attend lawyer, doctor, dentist, etc. during normal working hours will be deleted from the said ten (10) hours per day unless such absence is due to a Compensation injury.

LABORATORY

The standard work week shall consist of four (4) consecutive ten hour (10) days, Monday to Friday inclusive, unless otherwise agreed by mutual agreement. One (1) co-op student may work in the laboratory for a four (4)

month period during any part of the year at the rate in Appendix AA. If an employee is called to work the work day shall consist of no less than ten (10) hours per day provided he commences work at the start of a shift with time off for lunch and, further, that all leaves of absence to attend lawyer, doctor, dentist, etc. during normal working hours will be deleted from the said ten (10) hours per day unless such absence is due to a Compensation injury.

WAREHOUSE

The standard work week shall consist of four (4) ten (10) hour days, Monday to Friday inclusive, unless otherwise agreed by mutual agreement. If an employee is called to work, the work day shall consist of no less than ten (10) hours per day provided he commences work at the start of a shift with time off for lunch and, further, that all leave of absence to attend lawyer, doctor, dentist, etc. during normal working hours will be deleted from the said ten (10) hours per day unless such absence is due to a compensation injury.

Shifts for all classifications in the warehouse only, will be either consecutive or non-consecutive days on day shift. Seniority, Article 20(e) will determine which shift sequence to be worked. Employees on afternoon shift will work consecutive days except for up to three (3) less senior permanent employees who will work non-consecutive days. Company to have the final decision on consecutive or non-consecutive days to be worked on day shift.

Employee's shift may change due to vacation, disability, WCB or leave of absence.

- (b) The first two and one-half (22) hours of time worked in excess of ten (10) hours on a regular work day shall be paid at the rate of time and a half (1 1/2x). All time in excess of twelve and one-half (122) hours worked on an employee's regular work day shall be paid at the rate of double time (2x). All time worked on an employee's regular day off, Saturday or Sunday, shall be paid at the rate of double time (2x).
- (c) For the purpose of this Agreement, temporary employees are those employees who work no more than 440 man-hours in each year of employment, except as referred to in Article 13(d).
- (d) The Employer agrees that if it becomes necessary to work overtime such overtime will be distributed equally amongst those employees concerned who normally perform such work. All overtime work shall be on a strictly voluntary basis. All overtime hours worked will be made available for review. This includes Foremen.
- (e) In order that an accurate record of hours worked is kept, the Employer may maintain a time clock and issue to each employee a time card. Said time

cards shall be punched on each occasion before commencing and terminating work and all time shown thereon as worked shall be paid for to the nearest fifteen (15) minutes. All employees, including Foremen, will punch in. Three (3) more buzzers to indicate break times will be added for the off shift.

- (f) The day shift shall be between 7:00 a.m. and 5:30 p.m., the afternoon shift shall be between 5:00 p.m. and 3:30 a.m. All employees who are required to work the afternoon shift shall work nine and one-half (9 1/2) hours with pay for ten (10) hours. Employees shall receive a 40¢ per hour extra shift differential.

A graveyard shift may be implemented between 9:00 p.m. to 7:00 a.m. All employees who are required to work the graveyard shift shall work nine and one-half (9 ½) hours with pay for ten (10) hours. Employees shall receive a 75¢ per hour extra shift differential. The Company will give one (1) weeks notice to the employees going into and out of the graveyard shift.

- (g) Employees may bank overtime to a maximum of forty (40) hours at straight time pay and take this as forty (40) hours off with pay anytime from the first week of October 15th to February 15th. Employees must request time off in writing, requests will be honoured on a first come basis. No more than one (1) employee per classification, per shift shall be granted time off. If employees do not use this banked time, they shall be paid out on the first pay period following February 15th.

Example of banked hours:

1 hour at 12 times = 12 hours banked;

1 hour at 2 times = 2 hours banked.

- (h) A total of six (6) Temporary Employees can be utilized in either the Factory or Warehouse for a maximum of 440 man-hours in each year of employment. These employees shall be used in periods of full weeks only (i.e. 40 hours per week minimum). Temporary employees can work non-consecutive or consecutive shifts and day or night shifts although only 50% of these employees working at any one time can be scheduled on day shift. Rate of pay is as per Appendix AA".

- (i) Any employee who has completed his shift and left the premises and is recalled out to work shall be paid a minimum of three (3) hours at double time (2x).

22. LUNCH AND REST PERIODS

- (a) No employee shall be worked longer than six (6) hours without a half-hour off for the purpose of eating a meal. This shall be exclusive of rest breaks which shall be given as follows.
- (b) Each employee shall receive a fifteen (15) minute break in each half of their daily shift, the time for said breaks to be determined by management.
- (c) Each employee shall be granted a five (5) minute washup period before his luncheon period and before the end of the working day.
- (d) In the event an employee works a minimum of two and one-half (2 1/2) hours overtime, such employee shall be entitled to one-half (1/2) hour meal break with pay at time and a half (1 1/2x) and shall be paid ten dollars (\$10.00) meal money. At the option of the majority of the employees in each Seniority List working overtime, the one-half (1/2) hour meal break may be taken prior to starting such overtime, however, the one-half (1/2) hour and \$10.00 meal money shall only be in the event a total of two and one-half (2 1/2) hours of overtime, excluding the meal break, is worked.

23. SAVINGS CLAUSE

- (a) If any Article or Section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons 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.
- (b) In the event that any Article or Section is held invalid as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity. If the parties do not agree on a mutually satisfactory replacement, they may submit the dispute to the Grievance Procedure as in Article 12 herein.

24. COMPENSATION COVERAGE

When an employee goes on compensation, he may, upon recovery of the disability, go back to work and be returned to the payroll at his previous job and applicable rate of pay subject to Article 5 (c) of the Collective Agreement.

25. INSPECTION PRIVILEGES

An authorized Agent of the Union shall, after checking with Management, have access to all areas of the Employer's establishment during working hours.

26. SANITARY FACILITIES, ETC.

- (a) The Employer agrees to maintain clean, sanitary washrooms having hot and cold running water and proper hand cleanser and towels in sufficient quantity, with toilet facilities, and employees shall observe the simple rules of cleanliness and good housekeeping in these facilities.
- (b) Clothes closets or lockers of a suitable size for the protection of employees' clothes and personal belongings shall also be provided.
- (c) The Warehouse, Factory and Laboratory shall be heated and ventilated as required by law pursuant to the Occupational Environmental Branch, Workers' Compensation Board, or the Municipality of Surrey.
- (d) A water fountain, similar to the one in the lunch room, will be installed in the plant.

27. SAFETY AND HEALTH

- (a) The Employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment and proper First-Aid kits.
- (b) Any employee who considers that any equipment, or practice being carried on within the premises is unsafe, shall have the right to refuse to work with such equipment or under such conditions.
- (c) In the event of an employee becoming ill during his shift, the employee shall report directly to his Supervisor or Foreman, and if the employee wishes to go home or to a doctor, permission to do so will be granted.
- (d) There shall be an employees designated as a First-Aid attendants who possess a valid Industrial First-Aid Certificate. First-Aid attendants shall be paid one dollar and fifteen cents (\$1.15) per hour in addition to their hourly

rate of pay. The Employer will ensure that First-Aid coverage for each shift meets or exceeds WCB requirements.

The Company will determine the maximum number of First Aid Attendants required per shift. Employees transferring from one shift to another will not be guaranteed to keep their First Aid rate unless there is a First Aid attendant position available for that shift. All employees that are designated as First Aid Attendants at ratification will continue to receive First Aid rate as long as they continue to be certified.

If the Employer requests any employee to take a First-Aid course, the Employer shall reimburse the said employee for the full cost of the fees and course expenses (receipts must be presented). Subject to passing the course, the employee shall also be paid at his hourly rate of pay at straight time rates (no premium or shift differentials) for all hours that the employee attends classes. This does not include travel time or travel expenses.

- (e) A Joint Safety Committee will be established composed of members from Management and the Bargaining Unit. The rules and regulations governing this Committee shall be in accordance with the Workers' Compensation Board requirements. The Joint Safety Committee shall meet a minimum of once per month. A list of the Safety Committee members will be posted on the appropriate Notice Board and will be updated as the need arises. Employees will be compensated for all time spent during Safety Committee meetings and plant inspections if such time is other than member's working time. Any afternoon shift employees serving on the Joint Safety Committee shall have his shift start time changed on dates the Committee meets. Such employees will upon completion of the Safety Committee meeting return to work to complete his shift. The change in start time shall not result in any overtime, unless the employee works beyond the scheduled end of his shift.

28. BONDING

If the Employer requires any employee to be bonded, the Employer shall request the employee to fill in a bonding form that is sanctioned by the Union. The cost of such bonding shall be paid for by the Employer.

29. MANAGEMENT

The Union agrees that the Employer has the exclusive right and power to manage the Employer's operations, to direct the working forces and to hire, promote as set out in this Agreement, demote and/or discharge for just cause, or lay off employees, to assign to jobs, and to increase and decrease the working forces, to determine the products to be handled, produced or manufactured, the schedule of products and

the methods of processing and means of production and handling, to make reasonable rules and regulations.

Provided, however, that the Employer agrees that any exercising of these rights and powers in conflict with any provisions of this Agreement shall be subject to the provisions of the Grievance Procedure.

30. HEALTH AND WELFARE PLAN

(a) The Health and Welfare Plan presently in effect shall continue to provide all full-time employees with the following benefits:

- (i) Life Insurance
- (ii) Accidental Death and Dismemberment
- (iii) Weekly Disability - 1/4/26
- (iv) Long Term Disability
- (v) Dental Insurance
- (vi) Supplementary Health Insurance
 - to include Vision Care \$150.00 every 24 months with a paid Ophthalmologist or Optometrist visit every 24 months.
- (vii) Medical Services Plan of B.C.
- (viii) Sick Leave
 - 40 hours of sick leave per contract year
 - employees may bank sick leave to a maximum of one hundred and twenty (120) hours for future use
 - Company will change the short term plan to 1/4/26
 - until an employee has completed one (1) year of service, sick leave will be earned at the rate of 2.5 hours per month.
 - after one (1) year's service sick time may be used at any time during the contract year.
 - Eligibility; in the case of sickness or accident.
 - Administration of plan as per past practice.

(b) Temporary employees who have completed their probationary period of twenty-six (26) working weeks as per Article 20(g) will then qualify for benefits as listed.

31. ARTICLE HEADINGS

The Article Headings shall be used for purposes of reference only and may not be used as an aid in the interpretation of this Agreement.

32. TRANSPORTATION

No employee shall be required to use his car on Employer business.

33. MEDICAL EXAMINATIONS

- (a) Any medical examination requested by the Employer shall be complied with, provided however that the Employer shall pay for all such examinations. The Employer reserves the right to select its own medical examiner or physician and the Union may, if in its opinion it thinks an injustice has been done an employee, have said employee examined at the Union's expense.

When a medical examination is required by the Employer, the following conditions shall apply:

If an employee takes a medical examination he shall be paid for the time involved at his regular rate of pay.

- (b) If, following an Employer requested medical examination, any employee is deemed to be physically incapable of carrying out his regularly assigned duties, the following procedure shall be followed:
 - (i) The Employer 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 own expense shall have the right to be examined by his personal physician.
 - (ii) Where there is no agreement between the Employer appointed physician and the employee's physician on the condition of the employee, the two (2) physicians shall select a medical consultant to examine the employee with respect to the dispute.
 - (iii) The findings of the consultant shall be final and binding upon all parties.
 - (iv) The remuneration of the consultant shall be borne equally by the Employer and the Union.
 - (v) Should the consultant deem the employee to be capable of carrying on his assigned duties, then the employee shall not suffer any loss of earnings caused by his having been removed from or temporarily suspended from his regularly assigned duties.
- (c) Medical examinations required for Industrial First Aid Attendants shall be paid by the Employer, which shall include the time involved at their regular rate of pay.

34. PAID ELECTION TIME OFF

The Employer shall not alter the regular or normal starting times of shifts of any employee on any Election Day.

35. GENDER

Wherever the use of the male gender is used herein, it shall also apply to the female gender.

36. CLASSIFICATIONS AND WAGE RATES, ETC.

- (a) The classifications and wage rates for the effective period of this Agreement shall be those as set out in Appendix "A" attached hereto and forming part of this Agreement.
- (b) Time shall be computed from the time the employee commences his day's work until his shift is finalized excluding lunch breaks.
- (c) When an employee meets with an accident at work, he shall be paid a full day's wages for the day of the accident.

- (d) If an employee is required to take time off during working hours in regard to any compensable injury or compensable illness, he shall be paid for such time off in a manner that will ensure him a minimum of ten (10) hours' pay for that day.
- (e) When an employee is temporarily removed from his regular work he shall be paid his regular rate of pay or the rate of the other work, whichever is the greater, for all time employed on such work, and no employee's rate may be reduced below his regular rate.
- (f) All work involved in the taking of inventory shall be offered to employees in the bargaining unit.
- (g) The Company agrees to evaluate employees hired as experienced Paintmakers after four (4) months and if in the opinion of Management the employee is qualified, the employee will be moved to the full Paintmaker rate.

37. RETROACTIVE PAY

The Employer agrees that the wage rates and benefits with the exception of the Health and Welfare Plan, effective as of January 1st, 2005 shall be paid retroactively to each person from that date for all hours paid subsequent to December 31st, 2004.

38. TEAMSTERS LOCAL 213 INDUSTRY ADVANCEMENT FUND

The Employer shall make contributions at the rate of five cents (5¢) per hour for all regular and overtime hours worked for each employee covered by this Collective Agreement. Such monies are payable to the Teamsters Local Union No. 213 for placement in its Industry Advancement Fund by the fifteenth (15th) day of the month following that to which they refer. The above contributions shall commence on the 15th day of January 2001.

IN WITNESS WHEREOF the Party of the First Part has hereunto affixed its signature(s) by its Officers duly authorized therefore and the Party of the Second Part has hereunto affixed its signature(s) and seal by its Officers duly authorized therefore.

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

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

APPENDIX "A"

CLASSIFICATIONS, WAGE RATES AND JOB DESCRIPTIONS

CLASSIFICATIONS	EFFECTIVE JAN 1/05	EFFECTIVE JAN 1/06	EFFECTIVE JAN 1/07	EFFECTIVE JAN 1/08	EFFECTIVE JAN 1/09
FACTORY					
- Foreman	\$29.03	\$29.61	\$30.20	\$30.96	\$31.73
- Paintmaker	\$26.05	\$26.57	\$27.10	\$27.78	\$28.47
- Paintmaker #2	\$24.34	\$24.83	\$25.33	\$25.96	\$26.61
- Maintenance Journeyman	\$28.05	\$28.61	\$29.18	\$29.91	\$30.66
- Maintenance Helper	\$24.27	\$24.76	\$25.26	\$25.89	\$26.54
- Machine Operator	\$24.85	\$25.35	\$25.86	\$26.51	\$27.17
- Tinter/Quality Control Raw Materials	\$25.33	\$25.84	\$26.36	\$27.02	\$27.70
- Receiver/Utility Operator	\$25.33	\$25.84	\$26.36	\$27.02	\$27.70
- General Help/Filing Attendant	\$23.92	\$24.65	\$25.14	\$26.02	\$26.77
- Labeller	\$23.92	\$24.40	\$24.89	\$25.51	\$26.15
- Temporary Employees	\$13.24	\$13.50	\$13.77	\$14.11	\$14.46
WAREHOUSE					
- Foreman	\$29.03	\$29.61	\$30.20	\$30.96	\$31.73
- Assistant Foreman	\$25.36	\$25.87	\$26.39	\$27.05	\$27.73
- Receiver	\$24.80	\$25.30	\$25.81	\$26.46	\$27.12
- Order Picker	\$24.49	\$24.98	\$25.48	\$26.12	\$26.77
- Temporary Employee	\$13.24	\$13.50	\$13.77	\$14.11	\$14.46
LABORATORY					
- Sr. Technician	\$25.27	\$25.78	\$26.30	\$26.96	\$27.63
- Jr. Technician	\$23.92	\$24.40	\$24.89	\$25.51	\$26.15
- Co-op Student	\$13.24	\$13.50	\$13.77	\$14.11	\$14.46

NOTES:

New employees hired after January 1, 2005 will be paid \$3.00/hour less than job rate for the first 12 months of employment, then \$1.50/hour less than job rate until they have completed 24 months of employment. It is understood this clause does not apply to employees classified as Co-op Student or Temporary Employee.

LEAD HAND - Will be paid at the rate of \$1.50/hour above the employee's regular rate.

*After nine (9) months as Paintmaker #2 the employee becomes a Paintmaker with the appropriate rate, this is subject to Article 13 (a) paragraph 4.

NOTES:

- 1) See Article 13(d) and Article 21, Clauses (a), (c), (h), 30(b), and Letter of Intent Re: Temporary Employees, for provisions applicable to Temporary Employees only.
- 2) Persons employed in these categories will receive the rate of pay pertaining thereto for no more than 440 hours in each year of employment.
- 3) In the event such person is still employed following completion of said 440 hours, he shall receive the rate applicable to the job he is performing.
- 4) Persons employed in these categories shall lose their seniority after 6 months layoff without recall, and if they are rehired they shall be treated as new employees.
- 5) Senior Formulating Chemist and Junior Formulating Chemist shall not form part of the Bargaining Unit, but shall perform bench work.

JOB DESCRIPTIONS**Factory Foreman**

A Factory Foreman shall be a person appointed by Management who is familiar with all phases of the operation, will be competent to perform and will carry out as required any of the work and to lead and direct a number of other employees in their work. His authority to direct and lead others in their work, including the training of new employees, shall be delegated by his immediate Supervisor for specific work assignments.

Tinter/Quality Control

An employee performing Tinter/Quality Control duties shall be a person competent to take over a batch of paint when it has been mixed ready for tinting and add the shading colours in correct proportions to match a standard sample accurately enough for approval by the testing department. This person also is expected to have a good working knowledge of Quality Control procedures, and should be capable of performing Quality Control duties when required.

Paintmaker

A Paintmaker shall be a person who has been judged physically able and otherwise qualified to obtain necessary materials from stock piles, mix these together in the correct equipment to produce a batch of paint, and/or handling this material through the mills into

the liquid mixing tanks, adding necessary thinners, etc. to bring the batch to a finished condition except for necessary tinting.

Raw Materials Receiver/Utilities Area Operator

Shall be a person capable of receiving and checking raw materials, packaging materials and other supplies, puts stock away and performs other duties as requested and directed by the Production Superintendent, and be a person competent of starting up and operating the following:

- a) Solvent Recovery Unit
- b) Evaporator
- c) Tank and container cleaning facilities

Duties will include obtaining necessary materials from stock piles, mixing and/or adding these in the correct proportions when required and transfer of product and/or materials to designated storage areas. The Utilities Area Operator also will be expected to perform other general duties in the Factory (including assisting with the Filling and Packaging of Paint) as directed by the Production Superintendent.

Paintmaker #2

A Paintmaker #2 Helper shall be a person familiar with the operations described above for Paintmakers and performs other tasks which may be requested by the Production Superintendent.

Machine Operator

A Machine Operator is an employee who is capable and competent to set up and operate an automatic filling machine, automatic labelling machine and/or automatic case packer and/or bail-o-matic, i.e. the complete automatic filling line, and be able to carry out the necessary adjustments to such filling line components as required to maintain continuous and satisfactory filling operations. The Machine Operator shall also perform other duties relating to the Filling Operations as may be requested by the Production Superintendent.

General Help/Filling Line Attendant

A General Help/Filling Line Attendant shall be a person capable of assisting the Machine Operator in maintaining the operation of the automatic filling line, as well as a person capable of filling any containers manually, i.e. Drums, Five's, 20 litre, 4 litre, etc. Other duties include assisting in setting up pumps, strainers, filters, cleaning tanks, sealing and marking containers with proper identification, label preparation and labelling, and deliver the containers to a designated area, and where necessary pack these containers in cartons/trays ready for transfer to the warehouse and other general duties under direction.

Warehouse Foreman

A Warehouse Foreman shall be a person appointed by Management who is familiar with all aspects of the Warehouse operation and who is competent to perform and carry out as required any of the work and to lead and direct a number of other employees in their work. His authority to direct others in their work, including the training of employees, shall be delegated by his immediate supervisor.

Assistant Warehouse Foreman

Shall be a person capable of performing all Warehouse functions under the direction of the Foreman and will be capable of supervising the Warehouse staff in the absence of the Foreman.

Maintenance Journeyman

Will be person with a valid and appropriate Journeyman Ticket who will carry out maintenance work as required under the direction of the Plant Superintendent.

Maintenance Helper

A person to work under the direction of the Plant Superintendent to perform duties including preventative maintenance and small repairs to equipment and facilities. May also assist the Journeymen in their duties.

Order Picker

An Order Picker shall be a person competent to take an order from the Foreman, obtain the necessary materials from stock, pack and seal in cartons, and mark ready for shipment. He may also put stock away, help to load delivery trucks and perform other general duties in the finished goods warehouse as directed by the Foreman.

Warehouse Receiver

Shall be a person who helps the Foreman in the checking of raw materials and supplies, receives goods, puts stock away, and performs other general duties in the finished goods warehouse as directed by the Foreman.

Senior Technician

A senior technician will be well experienced in all skills and abilities involved in the manufacture of paint. He shall have a good working knowledge of all equipment processes, raw materials and manufacturing techniques associated with the industry. Responsibilities will include: factory troubleshooting, sample preparation, quality control

support, complaint investigation, and general project work as directed by the Technical Manager or Senior Chemist.

Junior Technician

A junior technician will be a starting position in the lab for a person with little or no paint background but with some specialized science education (B.C.I.T. diploma). His responsibilities will be to work directly with a Senior Chemist to gain the skills and abilities outlined for a senior technician.

Lead Hand

An individual selected by the Job Posting process to lead a group of employees in their regular routine. Will organize work, etc. and relay information and instructions given by the Foreman.

Labeller

A labeller shall be a person capable of understanding basic computer operation, WHMIS information, label preparation, labelling containers and delivering the containers to a designated area. When no labelling is required or available the Labeller will perform the duties of the General Help/Filling Line Attendant position and other general duties under direction.

LETTER OF INTENT

BETWEEN: CLOVERDALE PAINT INC.

AND: TEAMSTERS LOCAL UNION No. 213

RE: TEMPORARY EMPLOYEES

1. A total of six (6) Temporary Employees can be utilized in either the Factory or the Warehouse. These employees shall be used in periods of full weeks only (i.e. 40 hours per week minimum). Temporary Employees hired to work in the factory will work in the factory only, Temporary Employees hired to work in the warehouse will work in the warehouse only. Temporary employees can work consecutive or non-consecutive shifts and day or night shifts although only 50% of these employees working at any one time can be scheduled on day shift. Rate of pay will be as per Appendix "A"

Number of Temporary Employees working	Number allowed on day shift	Number on off shift
1	1	
2	1	1
3	1	2
4	2	2
5	2	3
6	3	3

2. In the event a Temporary Employee works more than 440 hours in each year of employment, and there are no job vacancies(This pertains strictly to a temporary employee that is employed past the 440 hours for the sole purpose of relieving another employee who is off on leave of absence or vacation), they will be placed on the overall seniority list as "Temporary Employee" with seniority dating from the date they commenced employment within the bargaining unit and will receive the rate of pay applicable to the job they are performing (subject to the wage progressions as per Appendix "A". This shall not initiate a job posting if they are relieving an employee off on an authorized leave of absence or vacation. Temporary Employees posting for a job vacancy would exercise their seniority after employees on all three seniority lists. These employees do not have seniority status on either the warehouse or factory seniority list, until such time as they successfully post into a permanent classification, at which time they will carry their seniority date to the list which includes that classification.

3. Temporary employees hired in the factory will have layoff and recall rights in the factory only, Temporary employees hired in the warehouse will have layoff and recall rights in the warehouse only and shall lose their seniority after 6 months layoff without recall, and if they are rehired they shall be treated as new employees. It is understood that no temporary employees will remain working while a permanent classified employee within their department (i.e. Factory or Warehouse) is on layoff.
4. All other terms and conditions of the collective agreement shall apply to temporary employees.

LETTER OF UNDERSTANDING

BETWEEN: **CLOVERDALE PAINT INC.**
6950 King George Highway
Surrey, B.C.

(hereinafter called the "COMPANY")

AND: **TEAMSTERS LOCAL UNION No. 213,**
490 East Broadway
Vancouver, B.C.

(hereinafter called the "UNION")

This Letter of Understanding will confirm the understanding between Teamsters Local Union No. 213 and Cloverdale Paint Inc., although not forming part of the Collective Agreement.

It is agreed that Cloverdale Paint Inc. can purchase solvents packaged in the 3.78 litre and 1 litre size from outside suppliers.

It is also agreed that if this can be shown to be detrimental to either party, this Letter can be cancelled by either party with thirty (30) days notice.

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

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

