

GLAZIERS LOCAL 1527 STANDARD ICI AGREEMENT

Between:

**International Union of Painters & Allied
Trades, District Council #38
(for Glaziers, Architectural Metal Mechanics
and Glassworkers Local Union 1527)**

(hereinafter referred to as the "Union")

OF THE FIRST PART

And:

**Construction Labour Relations
Association of B.C.**

on its own behalf, on behalf of its members employers who have authorized the Association to execute this Agreement and who are included on the attached signatory list, and those members added from time to time by notice given to the Union

(hereinafter referred to as the "Employer")

OF THE SECOND PART

May 1, 2004 to April 30, 2010

Table of Contents

Article	Page
1 Union Recognition	1
2 Union Security	1
3 Adjustment of Grievances	2
4 Management Rights	3
5 Joint Liaison Committee	3
6 Named Holidays With Pay	3
7 Vacation Pay	3
8 Working Conditions	3
9 Union Representatives	4
10 Safety	4
11 General Provisions	5
12 Health and Welfare and Pension	5
13 Savings Clause	6
14 Termination	6
15 Classifications and Wage Schedule	6
16 Technological Change	10
17 Withdrawal of Members	10
18 Joint Trade Board	10
19 BCYT Fund	12
20 BCBCBTU Fund	12
21 Rehabilitation Fund	12
22 Scope of Work	12
23 Hours of Work	12
24 Overtime	14
25 Travel Zones and Expenses	14
26 Out of Town Jobs	15
27 Swing Stage Premium	17
28 Majority Shareholders	17
29 Joint Industry Recovery Program	17
Letter of Interpretation #1	18
Letter of Understanding #1	19
Letter of Interpretation #2	22
Letter of Understanding #2	23
Letter of Understanding #3	24
List of Signatory Contractors	26

NOTE:

This collective agreement has been amended in accordance to Letter of Understanding #1 which is attached hereto. Confirmation of the status of Letter of Understanding #1 may be obtained from Construction Labour Relations Association of BC or IUPAT District Council 38.

WHEREAS it is the intent and purpose of the parties hereto to promote and improve the industrial and economic relations between the Employers, its Employees and the Union and to establish and encourage the practice and procedure of collective bargaining between the parties hereto;

NOW THEREFORE it is mutually agreed as follows:

ARTICLE 1 -- UNION RECOGNITION

1.01 The Employer does hereby recognize the Union as sole Labour Organization representing the Employer's Employees and recognizes and agrees to treat and negotiate with the Union as the sole and exclusive bargaining agent for and on behalf of such Employees.

1.02 Jurisdiction

The Union agrees that it will not sign or recognize any agreement or memorandum between Unions on questions of jurisdiction of work, except with the express consent of the Employers signatory to the Agreement.

1.03 Subcontracting

The Employer agrees that the subcontracting of work normally performed by members of the Union shall only be subcontracted to a company under agreement with a Union affiliated with the Building Trades.

The provisions of Article 1, Section 1.03 - Subcontracting, shall be suspended for the duration of Letter of Understanding #1 under the following terms:

The ability of the Employer to subcontract to non-building trades companies is not intended to replace current Employees of the Employer. Except for legitimate reasons, the Employer will ensure the continued employment of their regular Employees for the duration of any project where this provision has been exercised.

1. The Employer will notify the Union of the name of the subcontractor engaged and the likely commencement date of the project.
2. Ten (10) days before a request for a tender for labour, the Employer will notify the Union. The Union undertakes to notify Union labour contractors.
3. The Employer will pay an amount equal to two percent (2%) of the value of the labour subcontract to the Joint Trade Board. One percent (1%) shall be paid three (3) months after commencement of the work on site. The remaining one percent (1%) shall be paid upon substantial completion of the work. On projects of less than three (3) months duration, the two percent (2%) payment to the Joint Trade Board shall be paid upon substantial completion of the work.
4. If required, the Employer will provide verification of the amount of the labour subcontract by duly notarized statutory declaration.
5. The Employer will ensure that the subcontractor engaged to do the work is registered with the Workers' Compensation Board.
6. The Employer, in conjunction with any subcontractor, may continue to employ members of the Union on such project.
7. Violations of the above provisions, shall be adjudicated by the Joint Liaison Committee.

ARTICLE 2 -- UNION SECURITY

2.01 When qualified workmen are required, foremen excepted, they shall be hired through the business office of the Union. The Employer has the right of choice of selection of the first two (2) workmen required and seventy-five percent (75%) thereafter, provided he contacts the business office of the Union before hiring such workmen and provided workmen required are members in good standing of the Union and are registered as unemployed with the Union. The Employer may name request members who have worked for him within the previous sixteen

(16) weeks. When the Union is unable to supply workmen within twenty-four (24) hours of the request, then the Employer may hire elsewhere.

- 2.02** All non-Union glaziers must report to the Union and become members or obtain clearance before commencing work. This Clause shall not apply to an Employer whose office is more than fifty (50) miles from the office(s) of the Union. In such cases, however, the Employer will be responsible for notifying the Union of the name of the Employee and obtain clearance for such Employee prior to such Employee commencing work. Failure of the Employee to comply with this Article shall be cause for immediate discharge of the Employee.
- 2.03** All Employees who come within the scope of the bargaining unit shall be required to pay Union dues and administration dues and fees and remain members in good standing as a condition of continued employment. The Employer shall deduct Union dues as required by the Union and remit to the Financial Secretary of the Union by the fifteenth (15th) day of the month following that for which dues were collected.
- 2.04 Bonding**
- Before Union members are dispatched to an Employer who has not been signatory to I.B.P.A.T. Local 1527's Agreement for a minimum of six (6) months, such Employer may be required to post a bond with the Union up to a maximum of \$1,000.00 per Employee, based upon the number of Employees employed at the time the bond is posted with an aggregate total not to exceed \$10,000.00 to be used in the event of a default in the payment of wages, pension contributions, welfare contributions, vacation pay, Statutory Holiday pay or any other contributions provided by the Collective Agreement. When no longer required such bond shall be terminated. The terms of the bonding agreement shall be mutually agreed between C.L.R.A. and the Union.
- 2.05** It shall not be a violation of this Agreement for members of the Union to refuse to cross a legal picket line which has been sanctioned by the B.C. & Yukon Building and Construction Trades Council.

ARTICLE 3 -- ADJUSTMENT OF GRIEVANCES

The Employer and the Union mutually agree that when a grievance arises coming under the terms of this Agreement it shall be taken up in the manner set out below:

- 3.01** "Grievance" means any difference between the persons bound by this Agreement concerning its interpretation, application, operation or any alleged violation thereof, "including any question as to whether any matter is arbitrable" and "Party" means one of the Parties to the Agreement.
- 3.02** All grievances shall be instituted within thirty (30) days of the date that the persons bound by or the Parties to this Agreement became aware of the alleged violation.
- (a) To solve a grievance an Employee shall first, either himself or by designating any such person as he shall choose (in which case the grievor will be present wherever possible), discuss it with the Foreman or supervisor, and if they agree their decision shall be final.
- (b) Failing settlement within three (3) days of a grievance under paragraph (a) or in the case of any other grievance, the particulars thereof shall be set out in writing by the party resorting to this procedure and shall be delivered to the other party and they shall forthwith confer upon the matter, and if they agree their decision shall be final.
- (c) If the grievance is not resolved pursuant to paragraph (b) within seven (7) days or such longer time as the parties may agree, either party desiring arbitration shall notify the other party, in writing, of its intention and particulars of the matter in dispute.
- (i) If the parties are unable to agree upon an Arbitrator within five (5) business days, then the Arbitrator will be chosen from the following persons:
- | | | | |
|-------------|-------------|-------------|-----------|
| Stan Lanyon | Wayne Moore | John Kinzie | John Hall |
|-------------|-------------|-------------|-----------|
- (ii) The Arbitrator shall sit, hear the parties, settle the question or questions to be arbitrated and make an award within ten (10) days from the date of the hearing, provided that the time may be extended by agreement of the parties.
- (iii) The Arbitrator shall deliver the award, in writing, to each of the parties. The award shall be final and binding upon the parties, and they shall carry it out forthwith.
- (iv) Each party shall pay its costs and expenses of arbitration and one-half (1/2) of the compensation and expenses of the Arbitrator.

- (v) Matters to be dealt with under the provisions of this section shall normally be discussed during working hours, provided, however, that lengthy negotiations for the settlement of any disputes shall be discussed outside of working hours.

- 3.03 It is understood and agreed that the management may bring forward at any meeting held with the Union Grievance Committee, complaints with respect to the conduct of the Union, its Officers or Committee Men and that if such complaint by Management is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and referred to arbitration in the same way as the grievance of the Employee.
- 3.04 When it is mutually agreed by both parties to have the Labour Relations Board appoint an officer under the Labour Relations Act for the purpose of hearing a dispute, it is agreed that the parties concerned will prepare the terms of reference and such terms will be used in rendering a decision.

ARTICLE 4 -- MANAGEMENT RIGHTS

- 4.01 The Employer has the undisputed right to operate and manage his business in all respects subject only to the limitations expressly stated in this Agreement.
- 4.02 The Union acknowledges that it is the exclusive function of the Employer to hire, promote, demote, transfer and suspend Employees and also the right of the Employer to discharge or discipline any Employee for cause, provided a claim by an Employee that he has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinbefore provided.

ARTICLE 5 -- JOINT LIAISON COMMITTEE

A Joint Liaison Committee for the purpose of interpreting the intent of this Agreement and investigating trade disputes and grievances will be formed. The Committee will be structured with three (3) members of the International Union of Painters and Allied Trades and three (3) members of the Construction Labour Relations Association of B.C. Trade Advisory Committee and will meet on the second Thursday of each month or, in times of emergency, as mutually agreed by the Chairman or the Vice Chairman of the Trade Advisory Committee and the Business Manager or Assistant Business Manager of the Union. The Committee will have the power on behalf of the respective parties to adjust disputes or grievances in accord with Article 3 and to issue directives in the manner of interpretation of this Agreement. A Joint Liaison Committee quorum will involve two (2) members from each party, and in every case equal representation of both parties shall participate in the voting with a single majority required to carry a motion.

ARTICLE 6 -- NAMED HOLIDAYS WITH PAY

- 6.01 The Employer shall pay for the following named holidays: New Year's Day, Third Monday in February (Heritage Day), Good Friday, Easter Monday, Victoria Day, Canada Day, Friday preceding B.C. Day, B.C. Day, Friday preceding Labour Day, Labour Day, Thanks-giving Day, Remembrance Day, Christmas Day, Boxing Day and any other day declared as such by the Provincial or Federal Governments.
- 6.02 The third Monday in February (Heritage Day) and the Friday before Labour Day may be floated and the day therefore worked at straight time rates, with an alternate day scheduled to be taken off as mutually agreed between the Employer and the employee.
- 6.03 Such pay to be in the form of four percent (4%) of the Employee's total earnings and shall be paid on each pay cheque.
- 6.04 It is agreed between the parties that, when it is mutually agreed between the Employer and Union to do so, Employees may work the Friday preceding BC Day at straight time wages.
- 6.05 When a statutory holiday falls on a Saturday or Sunday, the following work day(s) will be observed as holidays.

ARTICLE 7 -- VACATION PAY

It is agreed that the Annual Vacation Pay for an Employee working under this Agreement shall be four percent (4%) of the Employee's total earnings (excluding Statutory Holiday Pay) and shall be paid on each pay cheque. Time off allowed for vacations shall be three (3) weeks.

ARTICLE 8 -- WORKING CONDITIONS

- 8.01 There shall be two (2) ten (10) minute rest periods per day; one (1) in the forenoon and one (1) in the afternoon,

during which time only smoking shall be permitted in such places as designated by the Management.

- 8.02** Duration of rest periods to be rigidly adhered to.
- 8.03** (a) All rest periods and lunch periods will be taken in clean, heated lunch rooms. On jobs of insufficient size this section shall not apply.
- (b) Employers will provide a tool lockup for Employees' personal tools on jobs where the Employer maintains a tool lockup for the Employer's tools.
- (c) If a tool lockup is not provided for the jobsite, then the Foreman or Journeyman shall not be responsible for the loss of company equipment.
- (d) The Employer shall furnish cool drinking water to Employees where there is no running tap water. (On jobs of insufficient size this Section shall not apply.)
- (e) On jobs where proper toilet facilities are not provided, no Employee will be penalized for leaving the job site in case of necessity.
- (f) Hand cleaner and paper towels shall be supplied on all jobs.
- (g) Where lunch rooms are provided noxious chemicals shall not be stored therein.
- (h) All Shifts are to start and end at the job shack, lunchroom or site where shacks and lunchrooms are not provided.
- 8.04 Tool Insurance**

All Employees are guaranteed that while employed on the job site, project or place of business of the Employer, the Employee's tools will be insured against fire and burglary or loss when working over water or such other areas where tools cannot be retrieved and in the event of loss thereby replace same to a maximum of five hundred dollars (\$500.00). In order to claim under this clause an Employee must have submitted to a company representative an inventory of tools in his possession at the commencement of employment.

ARTICLE 9 -- UNION REPRESENTATIVES

- 9.01** The Business Representative of the Union shall be admitted to the job to do the legitimate business of the Union upon notifying the company's representative. Meetings involving more than the Job Steward and one (1) other Employee are not allowed without the permission of the Employer.
- 9.02** The Union shall have the right to post on the notice boards on the company property, notices of Union meetings and/or social events.
- 9.03** Job Stewards shall be recognized on all jobs and not discriminated against.
- 9.04** The Union shall notify the Employer of the name of the Steward, and on jobsites and shops the Steward shall be the last man to be laid-off or transferred with the exception of the Foreman and one (1) other man, unless by prior agreement between the Steward and the Employer.
- (This Clause does not apply to those Employees of long service steadily employed).
- 9.05** Stewards shall be notified prior to Employees working overtime when practicable.
- 9.06** Reasonable time shall be given to Stewards to carry out their duties.
- 9.07** Employees serving on Joint Trade Boards and various Union committees or as Trustees of various funds covered by the terms of this Agreement shall be allowed time off without pay and at no cost to the Employer to attend Union business after making arrangements with the Employer.

ARTICLE 10 -- SAFETY

- 10.01** It is understood and agreed that the parties to the Agreement shall at all times comply with the Industrial Health and Safety Regulations of the Workers' Compensation Act, and any refusal on the part of a workman to work or to continue to work in contravention of such regulations shall not be deemed to be a breach of this Agreement.

THE EMPLOYEE WILL BE RESPONSIBLE TO UNDERSTAND AND USE ALL SAFETY EQUIPMENT AND DEVICES IN A PROPER MANNER AND TO PURSUE SAFE PRACTICES INCLUDING PROPER HOUSEKEEPING.

- 10.02 The Employer will supply all safety equipment including hearing protective devices, safety hats and protective eye wear to the Employees at no cost to the Employees.
- 10.03 Employees shall receive payment for the full shift of the first day where the Employee sustains an injury for which W.C.B. subsequently compensates for lost wages.
- 10.04 The Job Steward shall accompany the W.C.B. Inspector on project inspections if and when requested.

ARTICLE 11 -- GENERAL PROVISIONS

- 11.01 It is expressly understood and agreed that inattention to work, incompetency, insubordination or any breach of the company rules shall be deemed to be sufficient cause for the dismissal of an Employee. Nothing contained herein shall be deemed to prevent an Employee from lodging a grievance to determine whether or not such breach took place.
- 11.02 No Employee shall be discharged because of sickness or disability resulting from an accident. On returning to work the Employee shall receive his former position, provided such Employee has not been adjudged incapable to perform his former duties, in which case the Employer shall endeavour to find suitable work.
- 11.03 An Employee who is laid off will receive his or her wages and separation certificate no later than the next regular pay day or payroll deposit. This same condition applies to Employees discharged for cause or self-termination.
- After two (2) days of an Employee not working, then, upon request, the Employee is to be issued a separation certificate. The Employer shall not be responsible for transportation costs an Employee may incur as a result of this provision.
- Notice of layoff will be given one (1) hour prior to time of layoff or pay in lieu thereof. This notice is not required in the case of discharge for cause. Any Employee laid off that does not receive his final pay cheque as stipulated shall be paid two (2) hours' pay for each day kept waiting. (Subject to conditions under the Employer's control.)
- 11.04 Any Employee called from his home after regular working hours shall receive one (1) hour's travelling time in addition to job time, provided the combined time does not exceed four (4) hours.
- 11.05 Forty-eight (48) hours' notice shall be given to an Employee being sent to work out of town, "except in an emergency or to provide safety to life or property".
- 11.06 Only those persons who are eligible for membership in the Union shall continuously engage in any work set out in the scopes of work. The exception to this shall be in accordance with Article 29. This exception shall not be construed to mean those who may be employed in the capacity of minor shareholders.
- 11.07 Employees who are not employed by the companies prior to a strike or lockout are to be replaced.
- 11.08 When a death occurs in an Employee's immediate family, i.e. parent, parent of current spouse, spouse, child, brother or sister, the Employee, on request, will be excused for a period up to a maximum of five (5) days at no cost to the Employer.

ARTICLE 12 -- HEALTH AND WELFARE AND PENSION

- 12.01 The Employer agrees to pay to the IUPAT District Council #38 Health and Welfare Trust Fund one dollar and ninety-seven cents (\$1.97) per hour effective the date of enablement, and one dollar and seventy-seven cents (\$1.77) per hour effective November 1, 2006, or an amount determined by the Trustees and ratified by both parties for each and every hour worked by Employees of the Employer in any job classification under this Agreement, all in accordance with the official trust deed. Effective January 1, 2007 until December 31, 2009, contributions to the Health and Welfare Trust Fund shall be further reduced to one dollar and fifty-seven cents (\$1.57) per hour. Effective January 1, 2010, the contribution rate will return to one dollar and seventy-seven cents (\$1.77) per hour.
- 12.02 The Employer shall pay, on behalf of its Employees to the International Union of Painters and Allied Trades Union and Industry Pension Fund (Canada), the sum of one dollar (\$1.00) for each and every hour earned, or portion thereof, for which an Employee receives pay.

- 12.03** In addition, the Employer shall pay, on behalf of its Employees, fifty cents (\$0.50) for each and every hour earned to the Union office, for a Group RSP.
- 12.04** Failure to remit funds by the fifteenth (15th) of the month following deduction of same, then a penalty of ten percent (10%) shall apply.
- 12.05** The Trustees and/or administrator of the Fund shall, upon request, provide and mail both parties to this collective agreement, an annual audited Financial Statement.
- 12.06** The Employer agrees that remittances to the Funds contained in this Article are wages due to the Employee which the Employee has assigned to the Plans for the purpose of receiving benefits under the aforementioned funds and which funds the Employer holds in Trust.
- 12.07** The Union agrees that members of the Union working under the scope of this Agreement for non-signatory contractors, without express written consent of the Business Manager of the District Council, shall be ineligible for Health & Welfare benefits as provided by the IUPAT District Council #38 Health & Welfare Trust Fund.

The preceding will be implemented only upon approval being given by the Trustees of the Health & Welfare Plan.

ARTICLE 13 -- SAVINGS CLAUSE

In the event any Article or Section of this Agreement is held invalid, illegal or unenforceable by a court or by another tribunal of competent jurisdiction, then such Article or Section shall be deemed to be inoperative for the duration of the Collective Agreement, but shall otherwise remain as part of the Collective Agreement.

In the event that an Article or Section of this Agreement is held invalid, illegal or unenforceable, then the parties shall forthwith meet to negotiate a replacement clause, and failing that, shall submit the matter of a replacement clause that meets the spirit and intent of the invalid, illegal or unenforceable clause to binding arbitration.

ARTICLE 14 -- TERMINATION

- 14.01** This Agreement shall be for the period from and including May 1, 2004 to and including April 30, 2010.
- 14.02** Should either party give written notice to the other party to commence collective bargaining pursuant to the provisions of the Labour Relations Act of B.C. then this Agreement shall continue in full force and effect until the Union shall give notice of strike or the Employer shall give notice of lockout or until such time as the parties conclude a renewal or revision of the Agreement.

For an Employer who is not a member of Construction Labour Relations Association of BC, "notice of lockout" shall only operate as terminating this Agreement if such notice is followed by the actual refusal to employ Union members on a project(s); and the Agreement is terminated only when the actual lockout occurs; such Employer agrees that it shall not issue notice of lockout later than two months following the concluding of a new Glaziers Standard Agreement in the industry; and further, the non-accredited Employer agrees that if it does not give notice of lockout and impose an actual lockout within the aforesaid time limit, it shall be bound by the terms and conditions of the new Glaziers Standard Agreement as negotiated from time to time in the industry.

- 14.03** Continuous, uninterrupted operation of the company's business with consequent assurance of the opportunity for gainful employment of the company's Employees is hereby declared to be the essence of this Agreement. Notwithstanding anything herein contained to the contrary, during the term of this Agreement there shall be no lockout by the company or any strike, sitdown, slowdown, work stoppage or suspension of work either complete or partial for any reason by the Employees.
- 14.04** It is agreed that the operation of Section 50(2) and (3) of the Labour Relations Act is excluded from this Agreement.

ARTICLE 15 -- CLASSIFICATIONS AND WAGE SCHEDULE

15.01 Apprenticeship

An Apprentice is a person who enters into a contract in accordance with the Apprenticeship and Tradesman Qualifications Act 1955, Chapter 3 and any and all amendments thereto whereby he is to receive, through his employment and trade school, training and instruction in this trade. All Apprentices will be approved by and indentured to the Glaziers' Joint Trade Board and be members of the Union. Conditions of an Apprentice's employment are clearly laid out in the Contract Documents and Log Books together with all clauses of this Agreement.

