

GLAZIERS LOCAL 1527 INSIDE GLASS AGREEMENT

Between:

International Union of Painters and
Allied Trades of America, AFL - CIO
Glaziers Architectural Metal Mechanics and
Glassworkers Union Local 1527

(Hereinafter referred to as the "UNION")

OF THE FIRST PART

And:

**Construction Labour Relations
Association of BC.,**

on behalf of its members set forth in the attached Appendix "A"
and those members added from time to time by mutual agreement of the parties.

(Hereinafter referred to as the "EMPLOYER")

OF THE SECOND PART

December 6, 2006 to April 30, 2009

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The object of this Agreement is to stabilize the industry, elevate the trade to promote peace and harmony between the Employers and Employees. To facilitate the peaceful adjustment of all disputes and grievances, to prevent strikes and lockouts, waste, expense, avoidable and unnecessary delays.

To establish a clearly defined working relationship and understanding between the Union, its members and the Employer, for the Province of British Columbia;

NOW THEREFORE it is mutually agreed to as follows:

ARTICLE 1 - UNION RECOGNITION

- 1.01** The Employer hereby agrees that the Union is recognized herein as the exclusive bargaining agent representing those Employees of the Employer who perform any and all work set forth in Article 20, with respect to wages, hours of work and all other conditions of employment.
- 1.02** The Employer agrees not to enter into any agreement or contract with Employees of the Employer covered by this agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.
- 1.03** (a) It is agreed that this agreement prohibits the making or carrying out of any plan or device which would have the effect of circumventing or defeating any or all of the provisions of this agreement, or depriving any Union members of employment.
- (b) The Employer will not contract out work that will directly result in the layoff of any Employees of the bargaining unit. It is further agreed that if the Employer or Union has available qualified Employees and the Employer has equipment and services necessary to accomplish the work, the nature of which is normal and routine, it will be carried out by members covered by this Agreement. When contracting out is necessary, preference will be given to organizations signatory to this Agreement. Nothing of the foregoing shall be interpreted as a restriction of the Employer's right to purchase materials, equipment or services, intended for the operating of his business.
- 1.04** Where an Employer sells, leases, transfers or disposes of a substantial part or all of his assets, the purchaser, lessee or transferee is bound by the terms and conditions of this Agreement. The Employer agrees to advise the Union, in writing, of any such change no later than the effective date of such change. Notwithstanding the above, an application must be made to the Industrial Relations Council where any question arises about the rights, privileges and duties that have been acquired.
- 1.05** Any work performed by the signatory Employer outside of the shop that falls within the jurisdiction of the Standard Agreement (Outside) will be performed in accordance with the terms of that agreement.

ARTICLE 2 - UNION SECURITY

- 2.01** When workmen are required by the Employer he shall employ them through the Business Office of the Union. Provided that the Employer has no persons on his recall list and provided further that the workmen chosen by the Employer are members in good standing with the Union and are registered as unemployed with the Union office, then the Employer may choose up to one hundred percent (100%) of the workmen required. When the Union is unable to supply workmen within twenty-four (24) hours of the request, then the Employer may hire such workmen elsewhere, it being understood that they shall join the Union within thirty (30) days or be replaced by Union workers when available. An unemployed list shall be made available to the Employer at the Business Office of Local 1527.
- 2.02** All Workers must report to the Union and obtain a dispatch slip before commencing work.
- 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 Local 1527 upon written notice and authorization signed

by the Employee as a condition of employment and remitted to the Financial Secretary of Local Union 1527 by the fifteenth (15th) day of the month following the month for which dues were collected.

- 2.04** It shall not be a violation of this Agreement for Union members to refuse to handle any material, equipment or product, manufactured, assembled or produced by an Employer declared unfair by B.C. Federation of Labour. In such case, the Union shall advise the signatory Employer in writing forty-eight (48) hours prior to withdrawal.

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 settled pursuant to Paragraph (b) within seven (7) days or such longer time as the parties agree to, then it shall be referred to arbitration as follows:
 - (i) The party desiring arbitration shall so notify the other party in writing.
 - (ii) The party receiving the notice shall within five (5) days thereafter, mutually agree with the other party upon an Arbitrator, and failing that, apply to the Minister of Labour to appoint an Arbitrator. The person so appointed as Arbitrator shall be able to hear the matter within three (3) months of application to the Minister.
 - (iii) The Arbitrator shall sit, hear the parties, settle the terms of the question to be arbitrated, and make a report within ten (10) days from appointment. This time may be extended by agreement of the parties.
 - (iv) The Arbitrator shall deliver the award in writing to each party and such award shall be final and binding.
 - (v) Each party shall pay its own costs and expenses of arbitration, and one-half (1/2) of the Arbitrator's fees.
 - (vi) 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** When it is mutually agreed by both parties to have the Provincial Department of Labour appoint an officer, under Section 105 of the Labour Relations Code of B.C., 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.
- 4.03** The Employer's supervision may, on an intermittent basis, carry out work normally performed by members of the Union.

ARTICLE 5 - STATUTORY HOLIDAYS AND ANNUAL VACATION

- 5.01** The Employer shall pay for the following Statutory Holidays: New Year's Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any other day declared as such by the Provincial or Federal Government.
- 5.02** For Employees employed on December 6, 2006, there shall be an additional three (3) "Floater" Holidays per year that are to be taken by giving the Employer five (5) working days notice. "Floater" Holidays may be banked to a maximum of five (5). Payment for these three (3) days shall be banked by the Employer in the amount of one point two percent (1.2%) of gross wages. When an Employee elects to schedule a "Floater" Holiday, management must be provided five (5) days notice. Approval for time off will be limited to a maximum of fifteen percent (15%) of the Employers workforce with the understanding that adequate operations coverage will be provided by the remainder of the workforce. When an Employee elects to take a "Floater" Holiday, they shall be paid the monies in the "bank" to a maximum of one (1) day's pay. When an Employee terminates his employment with the Employer, any monies remaining in the "bank" will be paid. If, at the end of the year, an Employee has not taken his "Floater" Holidays for that year, and does not wish to bank them, he may request the Employer to pay out the monies in the "bank", but must sign a form indicating he has foregone the "Floater" Holidays for that period.
- 5.03** It is understood that should either the Provincial or the Federal Government declare another day(s) as Statutory Holiday(s), an equivalent number of "Floater" Holiday(s) will automatically be converted to those Statutory Holiday(s), and the payment for the "Floater" Holiday(s) will be reduced by one-third (1/3) for each day so affected.
- 5.04** For Employees employed on December 6, 2006, payment for annual holidays shall be paid in the amount of six percent (6.0%) of gross wages to allow for three (3) weeks vacation. Employees with fifteen (15) or more years service will receive four (4) weeks annual holidays to be paid for in the amount of eight percent (8.0%) of gross wages.
- 5.05** For new Employees hired after December 6, 2006, payment for annual holidays shall be paid in the amount of four percent (4%) of gross wages to allow for two (2) weeks vacation. Employees with five (5) years service will receive three (3) weeks annual holidays to be paid in the amount of six percent (6%) of gross wages.
- 5.06** Annual Vacation pay is to be paid on each payday.
- 5.07** When a Statutory Holiday falls on a Saturday or Sunday, the following work day(s) will be observed as Holiday(s).

ARTICLE 6 - SENIORITY

- 6.01 Principle**
- (a) The Employer shall recognize the principle of seniority when an Employee completes a probationary period of thirty (30) days worked within a consecutive four (4) calendar month period. Seniority shall be established on the completion of the above noted requirements.

- (b) The application of seniority shall be on a Company wide basis. Any Employee who has been dismissed for cause shall not be considered for re-hire.
- (c) An Employee who has been previously employed by the Employer but who has lost his seniority due to a prolonged layoff shall not be considered a new employee until six (6) months after the date on which he lost his right of recall.
- (d) The selection and promotion of supervisory officials shall be entirely a matter for the Employer's decision, but in making such selection or promotion, length of continuous service shall be given due consideration.

6.02 Reduction and Recall of Forces

- (a) In the event of a reduction of forces, the Employee with the least company seniority shall be the first laid off, provided that the remaining Employees have sufficient skills and qualifications to perform the available work.

Where a reduction of forces is caused by emergency conditions the application of company seniority may be postponed for such period as may be necessary but not exceeding five (5) working days. If the Employer decides to exercise its right under this provision it shall notify the Union as soon as possible.

Employees shall be recalled in reverse order to which they have been laid off, provided they have the necessary skills and qualifications to perform the available work. No new Employees shall be hired until those laid off have been given an opportunity of recall.

- (b) An employee on lay-off may exercise bumping rights to displace another employee, on a company wide basis, in the same wage class or a lower wage class. Bumping shall not be permitted into the positions of:

1. Gunner
2. Cutter
3. Shipper
4. Machine Operator
5. Lead Hands/Foremen
6. Clean Room Trimmer (two positions)

except by Employees who have previously held the above noted positions on a regular basis with the current Employer.

Employees wishing to exercise bumping rights shall have sufficient skills and qualifications.

The exercise of bumping rights shall not apply where the Employer has reasonable cause to believe that problems may arise with respect to safety or physical ability. The employer shall discuss the matter with the shop steward prior to making a final assessment.

6.03 Retention During Layoff

It is agreed between the Parties that seniority during layoffs shall be retained on the following basis:

- (a) Employees with less than one (1) year's service shall retain their seniority for a period of six (6) months.
- (b) Employees with one (1) or more years' service shall retain their seniority for one (1) year. It shall be the Employer's responsibility to maintain an address file of his Employees, and it shall be the Employee's responsibility to notify his Employer in writing of any change of address.

6.04 Job Posting

- (a) Vacancies shall be posted in advance for a period of not less than two (2) working days except when otherwise agreed.
- (b) This section shall not apply to temporary replacements of two (2) weeks or less necessitated by illness, injury or other leave of absence, or temporary replacements of longer duration for Employees on vacation, but in filling these vacancies senior Employees will be given preference.

6.05 Seniority List

It is agreed that a seniority list will be supplied to the Union by the Company twice during each calendar year, setting out the Employee's name, classification and starting date with the Company. The Company will advise the Union once each month of changes to the said list.

- 6.06** If any Employee is moved at the direction of management to a higher paying job in excess of one hour, he or she will receive the rate of pay that applies to the higher paying job for all work performed in the higher classification.
- 6.07** If any Employee is moved at the direction of management to a lower paying job in excess of one hour, he or she will receive the rate of pay that applies to the lower paying job for all work performed in the lower classification.
- 6.08** If an Employee in the Truck Driver classification is moved at the direction of management, to a lower paying job in excess of one hour, he or she will receive the rate of pay that applies to the lower paying job after one hour for all remaining work performed in the lower classification.
- 6.09** In the event of plant closure, Termination of Employment (Part 8) provisions of the Employment Standards Act in effect on November 1, 2002 shall apply

ARTICLE 7 - WORKING CONDITIONS

7.01 Rest Periods

For the duration of this Agreement there shall be two (2) rest periods per shift of fifteen (15) minutes duration which shall be taken in a suitable lunchroom.

- (a) An additional fifteen (15) minute rest period will be taken at the conclusion of the regular shift when more than one hour overtime is scheduled or worked.
- (b) An additional fifteen (15) minute rest period will be taken two (2) hours after the conclusion of the overtime meal period.
- (c) During rest periods each Employee shall be paid the applicable hourly rate and no work shall be performed during such periods.

7.02 Protective Footwear

Each Employee shall receive on their anniversary date a boot allowance of one hundred dollars (\$100.00) upon production of a receipt equal to or greater than one hundred dollars (\$100.00) for the purchase or repair of W.C.B. approved work boots. Employees may carry this amount over for one year in order to provide a boot allowance of up to two hundred dollars (\$200.00) once every two (2) years upon production of the appropriate receipt.

- 7.03** Where the following articles of equipment are required to be used by the Employer, Workers' Compensation Board, or the Safety Committee, the Employer shall issue at no cost to the Employee:

Aprons	Dust protectors
Ear protector	Eye protectors
Gloves	Laps
Safety Hats	Tape Measure

- 7.04 The Employer agrees to supply coveralls and raingear to Employees who require, request and wear such coveralls and raingear on a regular basis.
- 7.05 All work areas will be maintained in accordance with the Workplace Act.
- 7.06 The Employer agrees to relay emergency phone messages to Employees immediately. All other messages are to be given to the foreman for them to pass along to the employee as soon as possible.
- 7.07 The Employer agrees not to store material or equipment in the Employees' lunch room.
- 7.08 Employees will be allowed up to five (5) minutes for clean up at the end of the shift.
- 7.09 Where the Employer requires work sheets, production sheets, and reports to be completed by Employees such reports shall be completed on Company time.

ARTICLE 8 - UNION REPRESENTATIVES

- 8.01 The Business Representative of the Union shall be admitted to the plant to do the legitimate business of the Union upon notifying the companies' representative. Meetings involving more than the Shop Steward and one other Employee are not allowed without the permission of the Employer. Such permission shall not be unreasonably withheld.
- 8.02 Shop Stewards shall be immediately notified of phone calls from the Union office.
- 8.03 The Union shall have the right to post on the notice boards, on the Company property, notices of Union meetings and/or social events.
- 8.04 Job Stewards shall be recognized in all plants and not discriminated against.
- 8.05 The Plant Manager shall be notified by the Union of the name/names of Steward/Stewards and in the event of layoff or reduction in the work force, preference of continued employment will be given to such steward/stewards, unless otherwise agreed between the Employer and the Union. The provisions of this clause do not apply to designated foremen and those Employees of long service steadily employed.
- 8.06 Stewards (when available) shall be notified prior to Employees working overtime.
- 8.07 Reasonable time shall be given to stewards to carry out their duties.
- 8.08 Employees serving on Joint Trade Boards and various union committees shall be allowed time off without pay and at no cost to the Employer, to attend union business after making arrangements with the Employer.
- 8.09 When the Employer determines it is necessary to reduce the working forces in the plant by layoff, the Shop Steward shall receive notice and a list of the Employees that will leave the plant. Such notice of layoff shall be given at the commencement of the final shift of the Employee.

ARTICLE 9 - SAFETY

9.01 Compensation Regulations

It is understood and agreed that the parties to this Agreement shall at all times comply with the accident prevention regulations of the Workers' Compensation Act, and any refusal on the part of a member to work in contravention of such regulations shall not be deemed to be a breach of this Agreement. Further, no member will be discharged

because he fails to work under unsafe conditions or because he insists on safe working conditions as set out in the regulations. Any refusal of a member to abide by WorkSafeBC regulations, after being duly warned, will be sufficient cause for dismissal, providing the Safety Committee or Shop Steward are advised prior to the action being taken.

9.02 Precautions

The Employer shall provide adequate equipment or sufficient manpower to handle heavy or bulky materials.

9.03 No Employee shall be required to ride in the rear of trucks, unless such trucks are equipped in accordance with WorkSafeBC Regulations.

9.04 Accompany Compensation Inspectors

The Head Shop Steward or, where there is a Safety Committee, a Union representative of this Committee shall accompany the WorkSafeBC Inspector on all plant inspections.

9.05 Injured Members

Employees shall receive payment for the full shift for the first day where the Employee sustains an injury for which the WorkSafeBC subsequently compensates the Employee for lost wages.

9.06 First Aid

When required by WorkSafeBC Regulations, an Employee holding a valid W.C.B. Industrial First Aid Certificate will be paid a premium of seventy-five cents (\$0.75) per hour for all hours that he is specifically directed by Management to be the person in charge of First Aid Administration.

9.07 There shall be one (1) First Aid Attendant in charge of first aid in any one plant. The First Aid Attendant shall be a member of the Union. In the event the First Aid Attendant is not available, a qualified back up First Aid Attendant may be named and may be an employee that is not necessarily a member of the Union.

9.08 When the Employer or the WorksafeBC requires an Employee to obtain an Industrial First Aid Certificate the Employer shall pay the cost of training and retraining Management designated individuals.

9.09 Safety Conditions

Maintenance of Equipment - it is to the mutual advantage of both the Company and the Employee that Employees shall not operate vehicles or equipment which are not in safe operating condition. It shall be the obligation of the Company to direct the repairs as necessary to conform with the safe and efficient operation of mobile and plant equipment.

9.10 It shall be the duty of the Employee to report in writing on the appropriate forms of the Company promptly but not later than the end of the shift, all safety and/or mechanical defects on the equipment which they have operated during that shift. A copy of such form will be made available to the Shop Steward.

9.11 In the event essential repairs cannot be affected to make equipment safe, the equipment will be correctly identified by the Employer and kept out of service until repaired and it shall not be considered a violation of his employment when a company Employee refuses to operate such identified equipment.

9.12 All travel on company business shall be made with a company supplied vehicle.

9.13 Safety Committee

A Safety Committee shall, where required, be established in accordance with the WorkSafeBC Industrial Health & Safety Regulations. Such Committee shall for the purpose of this Article be comprised of at least three (3) Employer representatives and three (3) Union representatives (the Shop Steward, First Aid Attendant and one other rotating member). The Safety Committee will meet according to the regulations of the WorkSafeBC, but not less than

