

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

once monthly and shall have the following duties:

- (a) Assess adherence to WorkSafeBC regulations;
- (b) Make recommendations to Management regarding safety issues;
- (c) Prepare reports and recommendations regarding loss time accidents outlining causes and preventative action;
- (d) In any vote of the Safety Committee an equal number of Employer and Union votes shall be cast.
- (e) Management will implement all Safety Committee recommendations within thirty (30) days of the recommendation, where practical.
- (f) Minutes of all safety meetings are to be posted on the Company bulletin board, and a copy will be provided to the Shop Steward upon request.

ARTICLE 10 - GENERAL PROVISIONS

- 10.01** It is expressly understood and agreed that inattention to work, incompetence, insubordination or any breach of the Company rules shall be deemed to be sufficient cause for the discipline, up to and including discharge, 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.
- 10.02** 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 of performing his former duties, in which case the Employer shall endeavour to find suitable work.
- 10.03** Where written Company rules and regulations are issued or posted, the Employer will send or deliver a copy to the Shop Steward and the Business Representative of the Union.
- 10.04** Reporting Pay - An Employee will receive four (4) hours pay unless he has been advised not to report for work or unless he decides to leave of his own volition. In the event that work cannot commence or continue due to circumstances beyond the control of the Employer or for reasons of safety, the Employee will receive a minimum of two (2) hours pay.
- 10.05** Employees who are not employed by the Company prior to a strike or lockout are to be replaced.
- 10.06** **Notice of Lay Off**

Employees who are not required for work for three (3) consecutive shifts shall be considered laid off. Employees shall receive their separation certificate upon request. Wages shall be received within two (2) working days or upon the next regular payroll, whichever occurs first. Employees discharged for cause or self termination will be mailed their final cheque and separation certification within forty-eight (48) hours.

To the Employee - Notice of lay-off will be given at the commencement of his or her final shift 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 or her final pay cheque as stipulated shall be paid two (2) hours' pay for each day kept waiting.

ARTICLE 11 - HEALTH AND WELFARE AND PENSION

- 11.01** (a) The Employer agrees to remit to the IUPAT District Council Health and Welfare and Pension Plan one dollar and ninety-seven cents (\$1.97) per hour or an amount determined by the Trustees and ratified by both parties for each and every straight time hour worked by Employees of the Employer in any job classification under this Agreement all in accordance with the official trust deed designated for the Health and Welfare Plan. (Any increase to be deducted from the wage rate.)

- (b) The Employer shall remit on behalf of its employees in any and all classifications under this Agreement to the IUPAT District Council Health and Welfare and Pension Plan the sum of seventy-five cents (\$0.75) for each and every hour earned designated for the Pension Plan.
- (c) These contributions shall be paid to the IUPAT District Council Health and Welfare and Pension Plan by the fifteenth (15th) day of the month following the month worked by Employees of the Employer.
- (d) The contribution shall be accompanied by Remittance Forms as required by the Trustees of the Plans.
- (e) The Employer agrees to be bound by the terms and conditions of the IUPAT District Council Health and Welfare and Pension Plan and agrees that any alleged breach of the plan will be pursued under the arbitration clause herein.
- (f) The Employer agrees that remittances to the Glaziers Health and Welfare Trust Fund and Pension Trust Fund are wages due to the employee, which the employee has assigned to the plans for the purposes of receiving benefits and which funds the Employer holds in trust for the Health and Welfare Plan and Pension Fund.

ARTICLE 12 - LEAVE OF ABSENCE

12.01 General Leave of Absence

The Company may grant leave of absence without pay provided the following conditions are fulfilled:

- (a) Any Employee desiring a leave of absence must obtain permission in writing from the Company except in cases of illness or injury.
- (b) Leave of absence may be granted up to sixty (60) calendar days. For bona fide reasons including compassionate needs, education and training, leave may be extended up to another sixty (60) days provided the provisions of (a) are fulfilled.
- (c) Maternity leave shall be granted in accordance with the Maternity Protection Act.
- (d) The Union shall be notified of all leaves granted under this section.
- (e) If the Employee takes a position elsewhere during a leave of absence, he will be considered as having quit.

12.02 Leave shall not be unreasonably withheld.

12.03 Bereavement Leave

In the event of a death in the Employee's immediate family, as defined below, the Employee will be granted a bereavement leave of three (3) days at his/her straight time hourly rate to attend the funeral or memorial service. Where the Employee does not attend the funeral or memorial service, bereavement leave will be one day at his/her straight time hourly rate. In no case will pay be extended for these days if the days are not normally scheduled working days.

Immediate family for the purpose of this clause, shall be deemed to include only: Mother, Father, Spouse, Common Law Spouse, Children, Brother, Sister, Mother-in-Law, Father-in-Law, Grandparents, Step-brother, Step-sister, Brother-in-Law, Sister-in-Law, Step-Parents.

An unpaid leave of absence to extend the length of time away from work in the event of a death in the immediate family will be granted where an Employee must attend to legal and/or other business associated with the death.

ARTICLE 13 - STRIKES AND LOCKOUTS

- 13.01** 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 contained in this Agreement 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. It shall not be a violation of this Agreement for members of the Union to refuse to cross a legal picket line.

ARTICLE 14 - SAVINGS CLAUSE

- 14.01** In the event the interpretation of any article or section of this Agreement is held invalid, illegal or unenforceable by a Court or by any other tribunal of competent jurisdiction then such articles or sections shall be deemed to be severed and of no further force and effect. All other provisions of this Agreement shall remain in full force and effect and binding upon the parties to the Agreement.
- 14.02** In the event that any clause or section is held invalid, or enforcement of, or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement they shall handle the dispute in accordance with Article 3.

ARTICLE 15 - TERMINATION

- 15.01** This Agreement shall continue in full force and effect for the period from and including December 6, 2006 to and including April 30, 2009.
- 15.02** Should either party give written notice to either party to commence collective bargaining pursuant to the provisions of the Labour Relations Code of British Columbia, then this Agreement shall continue in full force and effect until the Union shall strike or the Employer shall lockout or until such time as the parties shall conclude a renewal or revision thereof.

ARTICLE 16 - CLASSIFICATIONS AND WAGE SCHEDULE

16.01 Classifications

Where a new job is established or where existing job duties are changed such that an Employee is incorrectly classified, the appropriate classification and wage rates will be negotiated. It is hereby agreed that the following will constitute all classifications in the Collective Agreement for all Employees in the bargaining unit.

(a) **Warehouseman**

A person who can act as assistant to the Shipper, or operate a spinning machine or packs, unpacks or racks glass, or packs sealed units, or loads and unloads trucks or production equipment, cleans glass or mirrors or operates cranes and forklifts. He will be used for plant maintenance and carrying on the general duties as crater or packer. A Warehouse Employee will not be permitted to use the tools of the Trade.

(b) **Truck Driver**

Class IV - for operation of pick ups and vans used to transport unit items that can be handled safely by one person in accord with W.C.B. Regulations. (Auto glass, glass and other small items.) Present Employees employed as Class III Truck

Drivers will remain in that classification. The wage rate for Class IV Truck Drivers shall be ninety percent (90%) of the wage rate of Class III Truck Drivers.

Class III - for operation of rack trucks up to 16,000 G.V.W.

Class II - for operation of vehicles from 16,000 G.V.W. to 54,000 G.V.W. (Flat Deck or Hiab).

Class I - for operation of a single unit with pup and/or trailer.

Truck Drivers will receive reasonable food and accommodation when on out of town runs.

(c) **Production Worker**

I An individual engaged on a full time basis in the manufacture and production of products which typically cannot or are not manufactured or prepared on a construction site, examples of which are as follows:

Pre-glazed windows
Pre-glazed skylights
Pre-glazed sliding doors
Pre-glazed shower enclosures;

AND

Welded or machined products such as aluminum doors;

AND

The cutting of glass, or fitting of glass to plant manufactured frames.

II A person who loads and removes glass from the washing machine; assembles, seals and handles insulating units; welds; or acts as a cutter's helper or a person who is engaged on a full time basis on the Laminating Line.

III A person who cleans, cuts, fills, assembles, or butyls spacer bars or edge preparation of glass (i.e. arising or grinding) for a production item, or assembly and packaging of finished products (excluding insulating units) such as mirrors, mirror doors, panel doors, etc., where such products are pre-cut, or is involved in the manufacture of tempered glass. The wage rate for Production III Workers shall be eighty-one point five percent (81.5%) of the Production II wage rate.

(d) **Shipper**

A person who is in charge of the shipping and receiving of all goods, for the correct routing and preparation of all bills and receipts shall be classified as a shipper. A shipper may also carry out Warehouseman's duties where and when required. Wage rate premium 12% over top warehouseman rate.

(e) **Machine Operator**

A person who operates automatic or semi-automatic machinery in a full time capacity shall be classified as a Machine Operator. A Machine Operator will not be permitted to use the tools of the trade. Wage rate premium 10% over top warehouseman rate.

(f) **Lead Hand**

A person designated by the Employer who is in charge of a department and who instructs others

in the performance of their work in that department shall be classified as a Lead Hand. This classification is applicable to all shifts. A wage rate premium of 5% over the highest category rate in the Department shall apply.

(g) **Foreman**

A person designed by the Employer who is in charge of a shop and is responsible to management shall be classified as a Foreman. A wage rate premium of 10% above the highest rate under his supervision shall apply.

(h) **Laminating Line Worker** - add to Production II definition

(i) **Auto Glass Warehouseman**

A person who unloads cases of incoming auto glass, unpacks and racks auto glass, repacks auto parts for delivery or shipping, uses lifting devices and rolling stairs, performs departmental housekeeping, and reports any malfunctioning equipment to his or her supervisor.

16.02 Wage Rates

	<u>Dec. 6/06</u>	<u>May 1/07</u>	<u>May 1/08</u>
Warehouseman	17.97	18.35	18.73
Truck Driver I	21.84	22.22	22.60
Truck Driver II	19.99	20.37	20.75
Truck Driver III	18.13	18.51	18.89
Truck Driver IV	16.45	16.83	17.21
Production I	20.72	21.10	21.48
Production II	18.86	19.24	19.62
Production III	15.60	15.98	16.36
Auto Glass Warehouseman	16.45	16.83	17.21

Wage Rates – New Employees after December 6, 2006

	<u>Dec. 6/06</u>	<u>May 1/07</u>	<u>May 1/08</u>
Warehouseman	14.38	14.68	14.98
Truck Driver I	17.47	17.78	18.08
Truck Driver II	15.99	16.30	16.60
Truck Driver III	14.50	14.81	15.11
Truck Driver IV	13.16	13.46	13.77
Production I	16.58	16.88	17.18
Production II	15.09	15.39	15.70
Production III	12.48	12.78	13.09
Auto Glass Warehouseman	13.16	13.46	13.77

Note: Grandfathered employees, those employed on December 6, 2006, will maintain their wage rates from Employer to Employer covered by this Agreement.

Six month (60% 1st month, 70% 2-3 months, 90% 4-6 months, 100% after 6 months) wage rate progression to top rate will be applicable only to new Employees who have had no previous experience. When being hired into a position where related similar experience has been gained in the glass/architectural metal industry, the Employee shall be given credit as follows:

- (i) If at least six (6) consecutive months' experience in a related position that is relative to the

Employers' needs has been accumulated within the past three (3) years, top rate shall be paid upon hiring.

- (ii) If at least six (6) consecutive months' experience in a related position that is relative to the Employers' needs has been accumulated within the past five (5) years, that person shall be paid 90% of top rate for the first three (3) months, where after top rate shall apply.
- (iii) Any experience gained within the last twelve (12) months shall be credited immediately upon hiring.

16.03 Inside workers, if employed outside the plant, will be covered by the Outside Workers' Agreement.

16.04 Every Employer shall pay weekly or bi-weekly to his Employees all wages and salaries. There shall be a maximum five (5) day holdback. All paycheques are to be issued before the afternoon rest period.

16.05 All Employees at such time of payment will be furnished with a statement showing the Employer's name and address, the Employee's name, the number of hours worked at straight time and/or overtime, deductions made and gross and net pay.

16.06 If the regular pay day falls on a statutory holiday, Employees shall be paid in full on the day before such statutory holiday.

ARTICLE 17 - TECHNOLOGICAL CHANGE

17.01 With due regard to the seniority provisions of this Agreement, the Company will give technologically displaced Employees preferential consideration to be trained in new skills for other jobs which may be required of Employees in the bargaining unit. All issues concerning technological changes will be handled in accordance with the provisions of the Labour Relations Code of B.C.

ARTICLE 18 - PAYMENT OF FUNDS

18.01 The Employer shall remit all monies due by him to the Health & Welfare Fund, Pension Plan, Union dues, or any other fund coming under the terms of this Agreement by the fifteenth (15th) day of the month following that which payment covers, to any agency designated for that purpose by the Union.

- (a) All funds and check-off shall be recorded and itemized on the Unified Remittance Form. This form shall be supplied by the Union and shall make provision for the listing of each Employee's name, social insurance number and number of hours earned.
- (b) If the Employer has no Employees during a given month he shall submit a "NIL" report unless it is clearly understood by all parties that he has declared himself out of business.

18.02 The Employer consents to the Union withdrawing its members from the job for failure of the Employer to remit on time all monies due by him to the Health and Welfare Fund, Pension Plan, Administrative Dues Checkoff or any other fund coming under the terms of this Agreement or regular wages, providing that the term regular wages shall not be construed to mean or include any amount in dispute that would normally be the subject of a grievance (i.e. number of hours worked, correct rate of pay, overtime due).

18.03 Where the Employer has not paid the Employee his proper rates or hours or has not remitted to the funds contained herein, then a Union appointed auditor shall be permitted to inspect and audit the Employer's records of time worked, wages paid and contributions made to the plans.

- (a) The Employer shall make available, within two (2) weeks of notification, of intent to audit, a suitable office for the auditor to carry out such audit. It is further agreed that the audit shall take place in British Columbia.

18.04 Failure to remit funds by the fifteenth (15th) day of the month following deduction of same then a penalty often

percent (10%) shall apply.

ARTICLE 19 - EMPLOYERS AND SCOPE OF WORK

- 19.01** This Agreement shall apply to all Inside Employees other than the Superintendent, Office, Sales Staff or those excluded by the Labour Relations Code of B.C.
- 19.02** This Agreement covers all work normally performed by Inside glass and metal workers as has been standard practice in Canada in the industry represented by the Company and further defined as follows:
- 19.03** General glazing shall include the in-shop setting, cutting, preparing, handling or removal of the following: Prism Glass, Bevelled Glass, Leaded Glass, Automobile Glass (including sunroofs, vinyl tops, upholstery, pinstriping), Protection Glass, Float Glass, Window Glass, Mirrors of all types, Wired Glass, Ribbed Glass, Ground Glass, Colored Glass, Figured Glass and all other types of Opaque Glass, Glass Chalk Board, Structural Glass, Tempered and Laminated Glass, Thiokol, Neoprene and all other types of sealants, plastics or other similar materials when used in place of glass, to be set or glazed with putty, molding, rubber, lead and all other types of mastics in wood, iron, aluminum or sheet metal, sash, skylights, doors, frames, stone wall cases, book cases, sideboard, partitions and fixtures.
- 19.04** Manufacture of architectural metal door and door frames, architectural metal window and window frame assemblies, including patio sliding doors or fixed doors, vented or fixed windows, entrance doors of all kinds, bathtub enclosures, storm sash where the glass becomes an integral part of the finished product and insulated glass units.
- 19.05** Bevelers, Silverers, Scratch Polishers, Sandblasters, Flat Glass Wheel Cutters, Mitre Cutters, Engravers, Hole Drilling Machine Operations including belt machines, and all machines used in the processing of glass, Automatic bevelling, silvering, grinding, polishing, unpacking and racking of glass, packing glass, glass cleaners in shops, mirror cleaners and mirror strippers, all operations in the manufacturing, assembling, framing and mounting of mirrors and the operations of all machines and equipment for these operations.
- 19.06** The selecting, cutting, preparing, designing, art painting of fused glass, thick facet glass in concrete and cementing of art assembly and installing or removal of all art glass.
- 19.07** Engraving, drafting, etching, embossing, designing, sandblasting, chipping glass, bending, glass mosaic workers, cutters on all flat and bent glass, glass shade workers and glaziers in lead or other glass metals. The packing, delivering, shipping and shipping and receiving of materials. Handling or working any similar or substitute material set forth in this Article or performing any similar or substitute work set forth in this Article.

ARTICLE 20 - HOURS OF WORK

- 20.01** The regular work day shall be eight (8) hours, between the hours of 8:00 a.m. and 4:30 p.m.. The employer may vary the start/quit times by changing the scheduled starting time up to one hour at his option. Variances beyond one (1) hour shall be agreed mutually by the Employer and the Union and the consent to variance will not be unreasonably withheld. The regular work week shall be five (5) days between Monday at 8:00 a.m. and Friday at 4:30 p.m.. Lunch break will be one-half (1/2) hour taken in a lunchroom between 12:00 noon and 12:30 p.m., unless otherwise mutually agreed.
- 20.02** Employees will only be paid for time on the job and deductions will be made for late starting or early quitting, when it is the fault of the Employee.
- 20.03 Shiftwork**
- (a) In case of necessity, shifts may be required, provided each member so engaged works for at least two (2) consecutive shifts, which are in addition to the regular day shift. Shifts commencing at any time after 3:00 p.m. shall work eight (8) hours with 1/2 hour for lunch. No Union member shall work more than one shift on any calendar day.
- (b) When shifts have been established for more than two (2) consecutive days and it is necessary to continue shifts through Saturdays, Sundays, Statutory Holiday or days observed as Statutory Holidays,

the applicable overtime rates shall be paid, except where in cases when the regular work week of the second shift is completed on a Saturday morning.

- (c) A premium of seventy-five (\$0.75) per hour shall be paid for second shift Employees in addition to their regular rate of pay.
- (d) A compressed work week of four (4) days per week, ten (10) hours per day may be established at the option of the Employer.

ARTICLE 21 - OVERTIME

- 21.01 The Employer shall retain the right to determine which Employees are to be offered overtime work based on skill and efficiency.
- 21.02 For work performed after the regular hours of 8:00 a.m. to 4:30 p.m. or 5:00 p.m. and/or in excess of eight (8) hours per day or forty hours per week, the rate of pay shall be one and one-half (1-1/2) times the regular rate for the first two (2) hours. All other overtime hours, shall be paid at two (2) times the regular rate of pay.
- 21.03 The first four (4) hours on Saturday, shall be paid at one and one-half (1-1/2) times the otherwise applicable straight time hourly wage rate. All other hours worked on Saturday, Sunday and Statutory Holidays shall be paid at two (2x) times the regular rate of pay.
- 21.04 The Employer shall supply a hot meal at no cost to the Employee or a meal allowance of twelve dollars (\$12.00) if more than two (2) hours of overtime are worked. This meal is to be consumed on the Employee's own time.
- 21.05 All overtime shall be calculated in one-quarter (1/4) hour increments.
- 21.06 All overtime is to be worked on a voluntary basis except in the case of emergency.


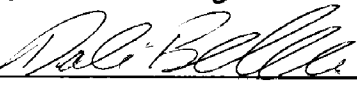
DATED this 17 day of June, 2007.

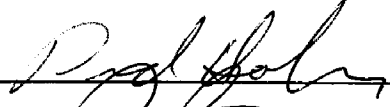

SIGNED ON BEHALF OF:

SIGNED ON BEHALF OF:

CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF BC

GLAZIERS, ARCHITECTURALL METAL MECHANICS
AND GLASSWORKERS LOCAL UNION 1527

LETTER OF UNDERSTANDING

BETWEEN:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF B.C.

AND:

GLAZIERS, ARCHITECTURAL METAL MECHANICS AND GLASSWORKERS LOCAL UNION 1527.

Both parties to this Agreement understand and agree that for auto glass work, Saturday is considered to be a regular work day at straight time rates of pay. The regular work week shall be five (5) days between Monday at 8:00 a.m. and Saturday at 4:30 p.m. Overtime at time and one-half the regular rates of pay shall be paid for the first two (2) hours worked past eight (8) hours per day. All other overtime shall be at two (2) times the regular rate of pay.

DATED this 17 day of January 2007.

SIGNED ON BEHALF OF:

SIGNED ON BEHALF OF:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF BC

GLAZIERS, ARCHITECTURALL METAL MECHANICS AND GLASSWORKERS LOCAL UNION 1527

R. L. Menison
Vali Billa

[Signature]
[Signature]