

IUPAT District Council #38
2023 Industry Bargaining Protocol Trade Level Memorandum of Agreement

BY AND BETWEEN:

IUPAT District Council #38 (DC#38)

(the "Union")

AND:

Construction Labour Relations Association of B.C. ("CLR")

*On its own behalf, and on behalf of its member Employers who have authorized CLR to execute this Trade Level Memorandum of Agreement on their behalf and those members added from time to time by notice given to the BCBCBTU

*Pursuant to the August 9, 2016 Letter of Agreement By and Between the BCBCBTU and CLR

(the "Employer")

RE: Glaziers Local 1527 Standard ICI Agreement

(the "Agreement")

The Union and CLR (the "Parties") agree that this Trade Level Memorandum of Agreement ("TLMOA"), in conjunction with all other TLMOAs concluded by CLR and the constituent members of the Bargaining Council of BC Building Trade Unions ("BCBCBTU") in accordance with the 2023 Industry Bargaining Protocol (the "Protocol"), will form the basis of the final Overall Memorandum of Settlement ("OMS") for the 2023 round of industry bargaining ("2023 Bargaining") to be put to ratification by CLR and the BCBCBTU.

A. TLMOA Settlement Terms

1. The provisions of this TLMOA and the OMS shall apply and shall replace any contrary provisions in the 2019 – 2023 Collective Agreement and ancillary Agreement documents.
2. All provisions of the 2019 – 2023 Agreement, and ancillary Agreement documents not specifically amended by either this TLMOA or the OMS shall remain in full force and effect.
3. This TLMOA shall be enabled into place on the effective date of the OMS.
4. **Article 8.04 – Tool Insurance**

Replace Article 8.04 with the following:

8.04 Tool Insurance

- (a) Employees shall submit an inventory of their tools and working apparel to the Employer. This list will be provided on a form provided by the Employer and will include the model, make, serial number and replacement cost of all tools.

- (b) The Employer reserves the right to decline to insure tools it deems are not necessary or are more expensive than required. In that case the employee shall have the right to either take those tools home or continue to use them with insurance only to the level deemed reasonable by the Employer.
- (c) Upon receipt and approval of the tool inventory the Employer will insure tools against theft, or excessive wear and tear or unrecoverable loss during use (e.g. drops into an unrecoverable location).
- (d) Upon proof of theft, excessive wear or approved loss the Employer will either replace or cover the replacement cost of any tool that was included on the approved inventory.
- (e) Claims for replacement under this insurance must be submitted in writing to the Employer and include the applicants name, the date and time of the loss, the nature of the loss and the tools requested for replacement. Damaged or broken tools must be returned with the application.
- (f) All thefts of seventy five dollars (\$75) or more must be reported to the police and the police report claim number must accompany the application for replacement.

5. Article 12 – Health and Welfare and Pension

Effective May 1, 2024 the Employer contribution to the Pension Plan will be increased by twenty-five cents (\$0.25). Effective May 1, 2025 the Employer contribution to the Pension Plan will be increased by an additional twenty-five cents (\$0.25). On the same dates twenty-five cents (\$0.25) of the wage increase will be directed to Pension Plan.

6. Article 24 – Swing Stage Premium

Effective May 1, 2024 the swing stage premium will be increased by fifty cents (\$0.50). Effective May 1, 2025 the swing stage premium will be increased by an additional fifty cents (\$0.50).

7. Article 13 – Classifications

Amend Article 13.17 to read as follows:

13.17 Foreperson/Chargehand

- (a) A Journeyperson who is assigned to direct others in the performance of their work and is held responsible for the quantity and quality of work or is assigned to act as the Employer's agent in dealing with the owner or general contractor shall be known as a Foreperson.
- (b) On projects employing more than fifteen (15) people an "A" Foreperson shall be employed and paid seventeen percent (17%) over the Journeyperson regular rate of pay.

- (c) On any project of more than four (4) consecutive days duration which employs between three (3) and fifteen (15) workers inclusive the Employer must appoint a Foreperson starting the first day of the project or the first day three (3) or more employees are employed if they weren't aware the project would meet this threshold. The Foreperson will be paid twelve percent (12%) per hour over the Journeyperson rate.
- (d) On any project of less than four (4) consecutive days, or which employs less than three (3) people, an employee acting in the capacity of Foreperson as described in paragraph (a) above shall be a Chargehand and paid four percent (4%) over the Journeyperson regular rate of pay and perform some of the duties of Foreperson.

The Foreperson or Chargehand shall be a member of the Union.

8. NEW – Industrial PLA Rates

Add the following new Article 27 and renumber the balance of the Agreement accordingly.

Article 27 – Industrial PLA

On Industrial Projects governed by a Project Labour Agreement (PLA) the Journeyperson rate will be increased by fifteen percent (15%) above the otherwise applicable hourly wage rate. All Foreperson and Apprentice rates will be calculated from the Industrial Journeyperson rate.

9. NEW – AGMT Rates

Add the following new Article 13.15, renumber the balance of Article 13 accordingly and reflect the new AGMT Classification in Schedule "A":

13.15 AGMT Rates

Red Seal ticketed Journeypersons and fourth year second six month apprentices (A426) who hold a valid Architectural Glass and Metal Technician certification shall be paid at the AGMT rate of pay. Effective the date of the first wage increase in the Agreement the AGMT Journeyperson rate shall be one dollar (\$1.00) per hour (effective May 1, 2024 one dollar and fifty cents (\$1.50), effective May 1, 2025 two dollars (\$2.00)) above the Journeyperson rate and the AGMT Foreperson and A426 rates shall be calculated from the AGMT Journeyperson rates.

10. Article 20 – Hours of Work

Amend Articles 20.01 and 20.06 to reflect a regular day shift start time of 7:00 a.m.

11. Housekeeping

- (a) Make any amendments required to degender the Agreement.

(b) Any other amendments mutually agreed as housekeeping between the parties during the drafting of the New Agreement.

B. Ratification and Preparation of Revised Agreements

1. The Parties shall endorse and recommend acceptance of this TLMOA throughout the CLR and BCBCBTU ratification process for the OMS.
2. Subsequent to the ratification of the OMS, all appropriate changes shall be made to the Agreement to reflect the terms provided for within this TLMOA.

C. Signatures of Parties

Dated this 11th day of April, 2023

Dated this 5th day of April, 2023

Signed on behalf of:

Construction Labour Relations Association of BC

IUPAT District Council #38









