

GLAZIERS LOCAL 1527 STANDARD ICI AGREEMENT

By and 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 member 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 BCBCBTU

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

(hereinafter referred to as the "Employer")

OF THE SECOND PART

May 1, 2019 to April 30, 2023

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NOTE:

This collective agreement has been amended in accordance with 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 Employer 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 Society. 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 Society 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 WorkSafeBC.

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 workers are required, Forepersons 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) workers required and seventy-five percent (75%) thereafter, provided it contacts the business office of the Union before hiring such workers and provided workers 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 them within the previous sixteen (16) weeks. When the Union is unable to supply workers 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 of the Union. In such cases, however, the Employer will be responsible for notifying the Union of the name of the employee and obtaining 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.U.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 BC Building Trades.

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.