

**ALBERTA GLAZIER'S
COLLECTIVE AGREEMENT**

BY AND BETWEEN:

THE GLASS EMPLOYERS ASSOCIATION OF ALBERTA
(Hereinafter referred to as the "**EMPLOYER**")

- AND -

**INTERNATIONAL UNION OF PAINTERS
AND ALLIED TRADES LOCAL 177**
(Hereinafter referred to as the "**UNION**")

MAY 1, 2007

APRIL 30, 2009

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ARTICLE 1 PURPOSE

- 1:01** It is the desire of the two named Parties to cooperate and work harmoniously together in promoting their mutual interests in the operation of the Company's organization as described in Article 28:00 Area Scope of Agreement. It is their desire to provide orderly procedure for collective bargaining, orderly procedure for the prompt and equitable disposition of grievances and for the maintenance of mutually satisfactory hours of work, wages and working conditions.

ARTICLE 2 SCOPE OF WORK

- 2:01** This agreement covers all work normally performed by glass and metal workers as has been standard practice in Canada in the industry represented by the Company and further defined as follows.

- 2:02** The work shall include the setting, cutting, preparing, handling or removal of the following:

Prism Glass, Bevelled Glass, Leaded Glass, Protection Glass, Environmental Glass, Float Glass, Plate Glass, Window Glass, Mirrors of all types, Wired Glass, Ribbed Glass, Ground Glass, Coloured Glass, Figured Glass, Vitrolite Glass, Carrara Glass and all other types of Opaque Glass, Glass Chalkboard, Structural Glass, Tempered and Laminated Glass, Solar Energy Collective Panels, Thiokol, Neoprene and all other types of sealants, all types of Glass Cements, all types of insulating glass units, all plastics, asbestos or other similar materials when used in place of glass to be set or glazed with putty, moulding, rubber, lead and all types of mastics in wood, iron, aluminum or sheet metal sash, skylights, skydomes, slope glazing, glass sprinkler baffles, doors, frames, stone wall cases, show cases, book cases, sideboard, partitions and fixtures. It includes the installation of the above materials on the jobsite, either temporary or permanent, for buildings in the course of repair, remodel, alterations or new construction. It also includes new products and/or technology as expected to be covered by scope of work.

- 2:03** The installation in openings constructed of any type of material, i.e. wood, concrete, masonry, steel plastic, aluminum, asbestos panels, etcetera, of all extruded, rolled or fabricated metals or any materials that replace or reinforce same; metal tubes, mullions, muntins, metal or other facing materials, fascia trim, mouldings, porcelain panels, architectural porcelain, plastic or glass panels,

skylights, entrance and vestibules, show case doors and relative materials, including all those in any or all types of buildings related to

storefronts, curtain wall and window construction of any size.

- 2:04** Architectural metal doors and door frames and sliding doors, architectural metal window frame assemblies, curtain wall and window on site construction of any size, patio sliding doors or fixed panels, bath tub enclosures, shower doors and enclosures, vented or fixed windows, revolving doors, entrance doors of all kinds, automatic door operators, skylights, storm sash where the glass becomes an integral part of the finished products, including the installation of the above.
- 2:05** The selecting, cutting, preparing, designing, art painting, fused glass, thick facet glass in concrete and cementing of art glass, assembly and installing or removal of all art glass.
- 2:06** The shipping, receiving, hoisting and distribution, placing and erecting of all materials, tools and equipment pertaining to the Trade.

ARTICLE 3 UNION RECOGNITION

- 3:01** The Company recognizes the Union as the sole collective bargaining agency for the Employees covered under the Agreement in the glass and metal division of its operations and as described in Article 28:00 Area Scope of Agreement, save and except executive officers, sales staff, office staff and supervisory personnel who do not use the tools of the trade.

ARTICLE 4 MANAGEMENT'S RIGHTS

- 4:01** The Union acknowledges that it is the exclusive function of the Company to hire, promote, demote, transfer and suspend Employees and also the right of the Company to discipline or discharge any Employee for cause, provided a claim by an Employee that he has been discharged without just cause may be the subject of the grievance and dealt with as hereinafter provided.
- 4:02** The Union further recognizes the right of the Company to operate and manage its products to be distributed, manufactured or installed, the schedule of handling or production, the method, processes and means of same are solely and exclusively the responsibility of the Company. The Company also has the right to make and alter, from time to time, rules and regulations to be observed by the Employees, but before altering any such rules will

give the Union opportunity of making representations with regards to any proposed alterations. The Company agrees that these functions will be exercised in a manner which will not conflict with this Agreement.

- 4:03** Without limiting the generality of the foregoing provisions, it is expressly understood and agreed that inattention, incompetency, insubordination or any breach of the existing company rules or as amended from time to time, shall be conclusively deemed to be sufficient cause for dismissal of any Employee. Nothing herein contained shall be deemed to prevent any Employee from lodging a grievance to determine whether or not any such breach took place.

ARTICLE 5 UNION SECURITY

- 5:01** All workers who are members of the Union at the time of hiring shall remain members in good standing as a condition of employment.

In the event of the Union being unable to supply a person suitable to the Employer within two (2) full working days or such shorter period in the case of emergency, the Employer shall have the right to employ whomsoever he chooses providing that person has the same skill level that the Employer requested the Union to supply.

New hires shall be required and shall receive written authorization and dispatch from the Union whenever possible prior to commencement of work, but in no instance later than one (1) day after commencement of work for the Employer. The Employee who is hired in the case of an emergency must give the Employer a dispatch slip from the Union within five (5) working days. The Employee will provide, upon employment, the Employer with approved written verification of his status, whether Journey Person or Apprentice. The Employee must join the Union within sixty (60) days from the date of commencing employment and shall remain a member in good standing as a condition of employment.

- 5:02** The Employer agrees to deduct Union dues from the Employees as a condition of employment. The Union shall advise the Employer of the appropriate amounts to be deducted and the frequency of such deductions. Administration processing fees and assessments shall be deducted when the Employer is presented with a properly signed authorization. Such dues, assessments and processing fees shall be forwarded to the Financial Secretary on the Unified Remittance Forms in the manner provided in Article 12 no later than the fifteenth (15th) day of the month following.

- 5:03** The Employer, party to the Agreement, shall be given preference in the supply of Union workers when available. The Union will encourage members to work only for Union shops when work is available. No member of the Union shall work on a piece work basis.

- 5:04** The Employer agrees to determine the classification of all Employees and to advise the Union in writing within 30 days of hiring.
- 5:05** It is further agreed that should the Employer fail to deduct Union dues, as required by the Agreement, the Employer will be responsible for the payment of all monies that should have been deducted and will pay these monies to the Union as required by this Agreement.
- 5:06** The Union shall receive a written work assignment for major jobs prior to the commencement of work.

ARTICLE 6 HOURS OF WORK

- 6:01** The regular day shift, consisting of eight (8) hours of consecutive employment Monday to Friday inclusive, shall fall within the period from 6:30 A.M. to 5:00 P.M. with one (1) hour off for lunch, except where it is mutually agreed between the Parties the break for lunch will be one-half (1/2) hour long. Starting and quitting time shall be at the Employer's Foreman's time station or the main project office. No member of Local 177 shall be permitted to work for remuneration of any glass-metal work during his off-hours while employed by any party to this Agreement.
- 6:02** All hours worked before and after the regular hours of employment as listed in Article 6:01, shall be paid at time and one-half (1 1/2) for the first two (2) hours and double (2X) the regular rate of pay thereafter for the worker involved. For the first eight (8) hours worked on Saturday, the rate of pay shall be time and one-half (1 1/2). For work performed after the first eight (8) hours on Saturday and all day Sunday, the rate of pay shall be double (2X) the regular rate.
- 6:03** Emergency call-out for work performed after or before the regular hours of work in respect to Insurance Contract Service Work or Warranty Work, the rate of overtime pay for this work shall be one and one-half (1 1/2) times the regular rate of pay for the worker involved with a guaranteed minimum of four (4) hours pay at regular rates.
- 6:04** There may be a deviation from the regular hours of work noted in Article 6:01 above.
- A shift premium of two (\$2.00) dollars per hour shall be paid for all hours worked between 5:00 P.M. and 6:30 A.M.
- 6:05** The normal work day and normal work week may be altered by compressed work week provisions as defined herein:
- (i) the normal work day is not exceeded by more than two (2)

hours;

- (ii) the forty (40) hour work week is scheduled on consecutive days except where a Statutory Holiday falls within the work week;
- (iii) overtime shall not apply for the first ten (10) hours per day when a compressed work week is being worked;
- (iv) the compressed work week is scheduled in advance and is for a duration of a minimum of one (1) week period, where possible; and
- (v) when compressed work weeks are scheduled on a Monday to Thursday basis, time and one-half (1 1/2) shall apply to the first ten (10) hours worked on Friday.

6:06 Inclement Weather: In the event of such climatic conditions existing that might cause hardship to any of the Parties to this Agreement, the Employer (or his authorized Representative) and the specific Employees involved on the job may petition each other for leave to deviate from the regular hours of work as contained in this Agreement.

When such a request has been made, a vote shall be held between the Employees on the job and if the majority agree to deviate from the regular hours of work, it shall not be considered a violation of this Agreement. The Union shall be informed prior to implementation of this Clause.

ARTICLE 7 REST PERIODS

7:01 There shall be two (2) ten (10) minute rest periods on the job sites each day, one (1) in the forenoon and one (1) in the afternoon, or first and second part of any shift. The ten (10) minute duration shall be measured from the time the Employee leaves his labour to commencement of labour.

On job sites, smoking will be allowed in areas to be designated.

ARTICLE 8 VACATION PAY AND STATUTORY HOLIDAY PAY

8:01 Vacation Pay: Journey Persons, qualified Glass and Metal Mechanics and Apprentices vacation pay shall be paid at the rate of six (6%) percent on gross earnings, with two (2) weeks off as mutually arranged with Management, third week off as designated by Management and shall be paid each pay period with the Employee's regular pay.

8:02 **Statutory Holiday Pay:** All Employees covered by this Agreement shall be paid for the following Statutory Holidays:

New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day and shall be paid each pay period with Employee's regular pay at the rate of four (4%) percent on gross earnings.

Remembrance Day holiday to be floated within the week and the Joint Trade Committee is to agree upon the date.

8:03 An Employee who performs work on any of the paid Statutory Holidays referred to in the preceding paragraph shall be entitled to receive pay at double (2X) the regular rate for the work performed.

8:04 No work shall be performed on Labour Day except where safety to life or property makes it necessary.

8:05 When any of the above listed Statutory Holidays fall on a Saturday and/or Sunday, the following working day(s) will be observed.

ARTICLE 9 OUT-OF-TOWN JOBS, TRAVELLING TIME, ROOM & BOARD, TRANSPORTATION

9:01 All Employees dispatched to work on out-of-town jobs must be informed at the time of dispatch of the approximate duration of the job and the conditions that apply on any such job.

9:02 Travel time shall be paid from the limits of the Free Zone to and from the jobsite at the rate of one (1) minute per kilometre. Suitable transportation, fare or vehicle compensation shall be provided for work beyond the Metro Municipality Limits.

9:03 When an Employee leaves his/her Employer's place of business to travel to out-of-town jobs, travelling time will commence from the Employer's place of business.

9:04 **Air Travel:** Travelling time at regular rate of pay will be paid for the time elapsed in actual flying time between air terminal and air terminal. Should travelling be involved outside of the City, Town or Village where the Employee lands at the end of the flight, travelling time will be paid at one (1) minute per kilometre. Travel time not to exceed eight (8) hours in a twenty-four (24) hour period.

9:05 When work is being done outside the City, Town or Village of the Employer's place of business, the City limits of the Municipality in

which the Employee resides will be taken as the starting point of travel time for the resident of the Municipality, but this, however, shall not exceed the amount of time from the Metro City of the Employer's place of business to the job.

- 9:06** When an Employer sends workers home on weekends from out-of-town jobs, the Employer shall pay the cost of transportation or fare plus travel time and meals from the place of hiring and return.
- 9:07** On projects beyond the Free Zone limits, if any Employee uses his/her own vehicle at the request and direction of the Employer, the Employee shall be compensated at the rate of thirty-nine (\$0.39) cents per kilometre for each kilometre travelled. The Employee shall not carry other Employees.
- 9:08** Under no circumstances shall any material pertaining to any job be carried in private vehicles with the exception of personal tools.
- 9:09** Where a job lasts thirty (30) calendar days or less, the fare to and from the job (including travelling time) shall be paid, except where an Employee quits of his/her own accord, or is discharged for good and just cause previous to the expiration of the job. In such cases, no return fare or travelling time shall be paid to the Employee. It is further understood and agreed that if an Employee travels out-of-town to a job and does not remain on the job until its completion or for a period of fifteen (15) days, the cost of transportation and travel time to the job shall be deducted from the Employee's final pay.
- 9:10** Where a worker is employed on the job thirty (30) calendar days or more, the fare to and from the job (including travelling time) shall be paid.
- 9:11** Where a job lasts more than forty-two (42) calendar days, Employees will be paid travel time, transportation or compensation per kilometre to his/her place of residence and return to the job every thirty (30) calendar days.
- 9:12** Travel delays through no fault of the Employee in Employer authorized modes of transportation shall be paid to the Employee at the regular rate of pay for actual work time lost not exceeding eight (8) hours in each twenty-four (24) hour period.
- 9:13** The term "Free Zone" shall mean a fifty (50) road kilometre area from the city centre of Edmonton (101 and Jasper), Calgary (Calgary Tower) and other communities in which the Employee resides in, such as, Grande Prairie, Fort McMurray, Edson, Fort Saskatchewan, etcetera. On out-of-town projects, the "Free Zone" shall extend fifty (50) road kilometres from the Employer supplied accommodations.

9:14 The subsistence allowance for industrial work is to be increased to \$85.00 per day throughout the Province of Alberta except for:

- Hinton (June through September)..... \$ 95.00
- Fort McMurray..... \$135.00
- Peace River & Grande Prairie.....\$ 95.00

a) Applicable within a three hundred and fifty (350) kilometre radius of the centres of Edmonton or Calgary.

When an Employee is directed or dispatched to work on an out-of-town job, the Employer will provide:

- (i) camp accommodation, which shall be available seven (7) days per week; or
- (ii) mutually agreed room and board; or
- (iii) for each day worked, reimbursement toward the expense of the Employee's board and lodging and any goods and services tax paid by the Employee in the purchase of board and lodging, by way of a subsistence allowance in the amount of eighty-five (\$85.00) dollars per day.
- (iv) On a project/job site located over a two hundred and fifty (250) kilometre radius from the geographic centres of Edmonton or Calgary, one (1) additional day subsistence shall be paid for the use of accommodation for the night following the last day worked, provided that the Employee presents a bona-fide commercial receipt to his/her Employer for each occasion the accommodation is used. Where the Employer or his client is providing a free bus trip back to

the city on the same day as the last shift of the week, this provision shall not be applicable.

Board and room will be supplied or the daily expense allowance will be paid for any Statutory Holiday, which falls on a scheduled workday other than a Monday or Friday (Thursday where a compressed work week schedule is in effect) provided the Employee reports for work on the workday immediately preceding and following the Statutory Holiday.

b) Applicable beyond a four hundred and seventy-five (475) kilometre radius of the centres of Edmonton or Calgary.

When an Employee is directed or dispatched to work on an out-of-town job which will last at least five (5) days, the Employer will

provide, on a seven (7) days per week basis:

- (i) camp accommodation; or
- (ii) mutually agreed room and board; or
- (iii) reimbursement toward the expense of the Employee's board and lodging, and any goods and services tax paid by the Employee in the purchase of board and lodging, by way of a subsistence allowance in the amount of eighty-five (\$85.00) dollars per day.

Employees failing to report for work on the week day immediately preceding and following a weekend or Statutory Holiday will receive the above for days worked only.

- c)** In the event that any difference arises respecting the adequacy of accommodation provided by the Employer pursuant to clauses 9:14 a) and b) above, the difference shall be referred to a balanced committee of appointees of the Building Trades Council and the Coordinating Committee of Registered Employers' Organizations. The committee shall make a final and binding decision within five (5) days from the date of referral.
- d)** The parties agree that wherever practical and workable in all of the circumstances of the project, camp accommodation is preferable to the provision of room and board, and that the provision of accommodation provided by the Employer pursuant of room and board is preferable to the payment of subsistence allowance. However, any of these three (3) options will satisfy the Employer's obligations pursuant to this Article.
- e)**
 - (i) In certain situations, Employees may be dispatched or directed to work on projects which are in an area where the cost of available suitable single room accommodation and/or meals may be in excess of the daily rate of subsistence set out in this Article. In such a case, the Employer shall provide one (1) of the following options:
 - provide suitable room and board; or
 - directly pick up the cost of the room and pay a meal allowance to be determined as is set out in this Article; or
 - the subsistence allowance shall be reviewed and, if necessary, adjusted by the following procedure.
 - (ii) Either the subsistence allowance may be adjusted by mutual consent between the Employer and the Union, or the

Business Manager of the Union may request that the President of the Alberta Building Trades Council issue a formal written request to the Coordinating Committee of Registered Employers' Organization that a Subsistence Review Committee be established. Upon formal written request, the Subsistence Review Committee shall meet within five (5) working days of such request.

- (iii) The Subsistence Review Committee will consist of one (1) representative appointed by the Alberta Building Trades Council and one (1) representative appointed by the Employers' Coordinating Committee. Neither appointee shall be directly involved with the issue at hand. The Subsistence Review Committee will undertake such investigation as is necessary to determine whether the allowance paid will allow an Employee to purchase available accommodation and three (3) meals per day in the community or communities where Employees will be domiciled. In the event that the Committee determines that the allowance is insufficient to purchase such lodging and meals the Committee shall determine the amount by which the subsistence allowance shall be adjusted. A decision of the Committee as to whether the allowance is sufficient or whether a specific adjustment is necessary shall be final and binding provided that both appointees mutually agree with the resolve. Any such mutually agreed upon decision shall be issued within five (5) days from the date of referral, or such longer period as may be agreed by the Coordinating Committee and Building Trades.
- (iv) In the event the Committee fails to make the required determination or determinations within the period allowed, the meal and lodging costs ascertained by the Committee shall be referred, together with such other relevant evidence and argument as may be submitted by the parties, to an Umpire who shall be appointed within five (5) days in accordance with the provisions of Articles 9:14 b) and c). The Umpire shall render a final and binding decision as to whether the subsistence allowance is sufficient to allow an Employee to purchase accommodation and meals in the subject community or communities, and if it is not the amount by which the allowance should be adjusted to afford the purchase of available lodging and meals. The decision of the Umpire shall be rendered within five (5) full days of the Umpire's appointment, or such longer period as may be agreed by the Coordinating Committee and the Building Trades. The decision of the Umpire shall have the same binding effect and shall be subject to the same limited review as a decision of an Arbitrator in grievance proceedings. The

fees and disbursements of the Umpire shall be borne equally by the Coordinating Committee and the referring Union.

(v) The Subsistence Review Committee and/or the Umpire shall enter into a review when determining subsistence costs and in order to come to the conclusions that are necessary to carry out the objects of this Clause some guidelines are included:

- In the appropriate case the ability to decide on whether or not an increase in subsistence allowance shall be made retroactively to the date the matter was submitted to the Subsistence Review Committee.
- To determine seasonal adjustments due to tourism, availability of rooms, etcetera, which may affect the rate of subsistence over the entire course of a job; i.e. an increase in costs during the tourism season followed by a decrease at the end of tourism season or some other such situation.
- Determine an appropriate accommodation cost based on what hotel rooms are available, how many such rooms are available, what hotels/motels to look at.
- The cost of meals based upon the range of standard camp meals routinely served in a camp pursuant to the Camp Rules, which are adopted in this Collective

Agreement, over an average weekly period.

- Such other reasonable and ancillary powers as may be necessary to achieve the purpose of this Clause.
- There shall be no more than one (1) reference of these matters to a Subsistence Review Committee Umpire with respect to any community in any calendar year unless it can be shown that there has been a material change of circumstances within that calendar year. Such a review within the calendar year may be made by either the Employer or the Union.

f) Applicable to all Regions:

- (i) Employees unable to work due to legitimate illness, material shortage, jobsite conditions, or inclement weather shall receive their board and room or daily allowance.
- (ii) All camps must meet the specifications as negotiated by the Alberta Building Trades Council (ABTC) and the Alberta

Construction Labour Relations Association (ACLRA) 2001 – 2008 Camp Rules and Regulations.

- (iii) All grievances concerning a camp will be resolved through the grievance procedure provided in the ABTC/ACLRA Camp Rules and Regulations.

ARTICLE 10 HEALTH & WELFARE

10:01 The Parties hereto acknowledge the IUPAT Local 177 Welfare Trust Fund as constituted by Trust Agreement dated July 1, 1991 and entered into by the Glass Employers Association of Alberta and the International Union of Painters and Allied Trades Local 177 together with all amendments hereto and agree to be bound by the terms of that Agreement as amended from time to time by the Trustees appointed from time to time thereunder. Each Employer signatory hereto will contribute the amounts shown in Article 23:01 for each and every hour worked to a maximum of forty-eight (48) hours per week for each Employee embraced by this Agreement. Such contributions are to be made solely by the Employer, and no Employer will deduct such contributions or any portion thereof from any Employee's wages. Such contributions are in excess of the wage rates set out in this Agreement, and do not constitute a payment of wages or any portion of a payment of wages.

Upon the wages of any Employee becoming due, the said contributions will be calculated by the Employer and the gross contributions of the Employer for all hours worked by all Employees in a month shall be deemed to be monies held in Trust for the Welfare Trust Fund and shall be forwarded by the Employer to the Fund's office no later than the fifteenth (15th) day of the month following. The liability of the Employer is limited to the contribution of funds.

- 10:02** Either of the Parties to this Agreement may request the Trustees of the above Fund to authorize an independent inspection of any Employer's pay records, and the Employer hereby agrees to any such inspection.
- 10:03** The Employer acknowledges that they (it) has received a copy of the said Trust Agreement with all amendments thereto up to the date of this Agreement.
- 10:04** The Employer agrees that they (it) will execute and deliver to and in favour of the Trustees of the said Welfare Trust Fund such indenture and may be requested by the said Trustees so as to assure directly to them compliance by the Employer with all the terms and conditions of the said Trust Agreement as amended from time to time.
- 10:05** Any rights of the said Trustees to take action with respect of any failure of the Employer to comply with any term or condition of the said Trust Agreement shall not be in derogation of, nor in any way limit any rights which the Union may have under this Agreement or otherwise.
- 10:06** The Parties recognize that the delinquencies of Employers in the payment of the said contributions to the Welfare Trust Fund as herein called for represents a particularly serious problem in the proper operation of the said Fund and accordingly they hereby agree to fully cooperate with each other and with the said Trustees to keep such delinquencies to a minimum. With this end in mind and without restricting the generality of the said covenant to co-operate with both the said Trustees and Union, the Employer hereby expressly agrees:
- (i) To extend full cooperation to any audit of the Employer's records instituted under Article 3:10 of the said Trust Agreement; and
 - (ii) To assist the said Trustees in all reasonable ways to implement new and/or improved methods and procedures for detecting and collecting delinquencies and determining any
- disputes that may arise in connection with such delinquencies.

ARTICLE 11 PENSION PLAN

- 11:01** **Pension:** The Parties hereto acknowledge the IUPAT Local 177 Pension Trust Fund as constituted by Trust Agreement dated July 1, 1991 and entered into by the Glass Employers Association of Alberta and the International Union of Painters and Allied Trades Local 177 together with all amendments hereto and agree to be bound by the terms of that Agreement as amended from time to time by the Trustees appointed from time to time thereunder.
- 11:02** Each Employer signatory hereto will contribute the amounts shown in Article 23:01 for each and every hour worked by each Employee embraced by this Agreement. Such contributions are to be made solely by the Employer, and no Employer will deduct such contributions or any portion thereof from any Employee's wages. Such contributions (hereinafter sometimes called "Employer's Contributions") are in excess of the wage rates set out in this Agreement, and do not constitute a payment of wages or any portion of a payment of wages.
- 11:03** Upon the wages of any Employee becoming due, Employer's Contributions for that Employee will be calculated by the Employer (the total thereof being hereinafter called "Gross Contributions") and the aggregate of the Gross Contributions for all Employees in a month shall be deemed to be monies held in Trust for the Pension Plan and shall be forwarded by the Employer to the Fund's office no later than the fifteenth (15th) day of the month following. The liability of the Employer is limited to the contribution of funds.
- 11:04** Either of the Parties to this Agreement may request the Trustees of the above Fund to authorize an independent inspection of any Employer's pay records, and the Employer hereby agrees to any such inspection.
- 11:05** The Employer acknowledges that they (it) has received a copy of the said Trust Agreement with all amendments thereto up to the date of this Agreement.
- 11:06** The Employer agrees that they (it) will execute and deliver to and in favour of the Trustees of the said Pension Plan such indenture as may be requested by said Trustees so as to assure directly to them compliance by the Employer with all the terms and conditions of the said Trust Agreement as amended from time to time.
- 11:07** Any right of the said Trustees to take action with respect to any failure of the Employer to comply with any term or condition of the said Trust Agreement shall not be in derogation of nor in any way limit any rights which the Union may have under this Agreement or otherwise.
- 11:08** The Parties recognize that delinquencies of Employers in the allocation and/or payment of any of the said Gross Contributions to the Pension Plan as above called for represents a particularly serious problem in

the proper operation of the said Plan and accordingly they hereby agree to fully cooperate with each other and with the said Trustees to keep such delinquencies to a minimum. With this end in mind and without restricting the generality of the said covenant to cooperate with both the said Trustees and Union, the Employer hereby expressly agrees:

- (i) To extend full cooperation to any audit of the Employer's records instituted under the terms of the said Trust Agreement; and
- (ii) To assist the said Trustees in all reasonable ways to implement new and/or improved methods and procedures for detecting and collecting delinquencies and determining any disputes that may arise in connection with such delinquencies.

ARTICLE 12 UNIFIED REMITTANCE OF FUNDS

- 12:01**
- (a) All Funds and Dues Check-Off payments required by this Agreement shall be recorded and itemized on a Unified Remittance Form. This form shall be supplied by Local 177 Benefit Trust Funds and shall make provision for the listing of each Employee's name, Social Insurance Number, and the total number of hours worked.
 - (b) All Funds and Check-Off remittances shall be consolidated into one (1) cheque payable to the IUPAT Local 177 Benefit Trust Funds, c/o IUPAT Local 177, 17318 - 106 Avenue, Edmonton, Alberta, T5S 1H9.
 - (c) If an Employer has no Employees in any month he shall submit a "NIL" report unless he is officially out of business.
 - (d) No discrimination will be made by Local Union 177 between one Fund and any other Fund when there is a failure on the part of any Employer to remit as specified by this Agreement.
 - (e) All monies required for the various Funds and Dues Check-Off required by this Agreement are deemed to be held in Trust by the Employer until remitted under the terms of this Agreement.
 - (f) In the case of a dispute that has proceeded to a written grievance, the Business Representatives of Local 177 may, during regular business hours, inspect the Employer's Company payroll records as to time of payment of Wages, Welfare Trust Fund payments, Pension Trust Fund payments or any other Fund(s) and the required remittance of dues included in this Agreement. Failure to comply with this Clause within two (2) business days of receipt of written notice shall be just cause for

withdrawal of Employees.

ARTICLE 13 TOOLS

13:01 On all jobsites, the Employer shall provide a gang box, with lock, for the safeguarding of all tools, providing the foregoing is deemed necessary by the Lead Hand.

13:02 All workers covered by this Agreement shall provide their own necessary hand tools in accordance with the Joint Trade Committee's tool list (as outlined below). The Company shall provide all power tools and accessories as listed by the Joint Trade Committee and the Employer shall not be responsible for the replacement of Employee tools due to theft or vandalism where the above safeguarding is provided. Personal hand tools as agreed by the Joint Trade Committee will be replaced by the Employer when broken on the job, if there has been found to be no misuse or abuse of the hand tool.

THESE ARE TOOLS OF THE TRADE A JOURNEY PERSON SHALL HAVE TO DO HIS JOB.

QUANTITY

DESCRIPTION

1 pair.....	Hand Rubber Pads
1 set.....	Allen Keys
1 only.....	C Clamp
1 only.....	Centre Punch
1 only.....	Chalk
1 only.....	Chisel - Wood
1 only.....	Chisel - Cold
1 only.....	1/2 Moon File
1 only.....	Bastard File
1 pair.....	Glass Pliers
1 only.....	Hacksaw Frame
1 only.....	Hammer - Claw
1 only.....	Hammer - Rubber or Plastic
1 only.....	Level - 24 inch Spirit
1 only.....	Measuring Tape - 25" or Equal in Metric
1 only.....	Nail Set
1 only.....	Paint Brush 4"
1 pair.....	Pliers - Combination
1 only.....	Plumb Bob
1 only.....	Small Pry Bar
1 only.....	Putty Knife - Straight
1 only.....	Putty Knife - Bent
1 only.....	Razor Blade Scraper
1 only.....	Screwdriver - Rob - Green

- 1 only..... Screwdriver - Rob - Red
- 1 only..... Screwdriver - Rob - Black
- 1 only..... Screwdriver - Phil - CP - 1
- 1 only..... Screwdriver - Phil - CP - 2
- 1 only..... Screwdriver - Phil - CP - 3
- 1 only..... Screwdriver - Flat - 10"
- 1 only..... Screwdriver - Flat - 8"
- 1 only..... Screwdriver - Flat - 6"
- 1 only..... Spanner Adjustable - 10"
- 1 only..... Spanner Adjustable - 6"
- 1 only..... Scribe
- 1 only..... Square - Combination
- 1 only..... Square - Bevel
- 2 only..... Tap Handles - 1/4"
- 1 pair..... Tin Snips
- 1 only..... Tool Box with Lock
- 1 only..... Utility Knife
- 1 only..... Vice Grip

N.B. Expendable items associated with above tools shall be replaced at Employer's expense, i.e. Drill Bits, Hacksaw Blades.

An Apprentice shall be required to purchase the above tools within one year after starting.

All above items to be replaced by Employer when broken on the job.

ARTICLE 14 GRIEVANCE AND ARBITRATION PROCEDURES

14:01 Grievance Procedure: Grievance means any difference between the Parties bound by this Agreement concerning its interpretation, application, operation or any alleged violation thereof, including any question as to where a matter is arbitral and "Party" means one of the Parties of this Agreement. A grievance shall not be considered a grievance unless submitted in writing within seven (7) days of such occurrence becoming known to either the Union or the Employee, and in any event within twenty (20) days of the occurrence giving rise to such grievance.

All grievances shall be finally and conclusively settled without stoppage of work in the following manner:

- (i) To solve a grievance, an Employee shall first either himself/herself or accompanied by such persons as he/she shall choose, discuss it with the Foreman or Supervisor and if they agree, their decision shall be final so long as such decision does not violate the Collective Agreement.
- (ii) Failing settlement of a grievance under Clause (i) within three (3) days, or in the case of any other grievance, the particulars thereof shall be set out in writing by the Party and they shall forthwith confer upon the matter and if they agree, their decision shall be final.
- (iii) If the grievance is not resolved pursuant to Clause (ii) within seven (7) days or such longer period as the Parties agree to, then it shall be referred to an Arbitration Board as follows:

14:02 Arbitration Procedure:

- (i) Where the grieving Party has submitted notice of its intention to proceed to arbitration, the grievance will be referred to a sole Arbitrator. The Arbitrator is to be selected from the list of the Alberta Arbitrators Association. Both Parties shall alternately reject names from the list. The last name remaining after this process shall be the Arbitrator. The grieving Party shall have first rejection. If either Party refuses to participate in this selection process within ten (10) days of notice they shall be deemed to have waived their right to participate in the selection process and the Arbitrator shall be selected solely by the other Party. An Arbitrator named on the above list

may at any time by mutual agreement be bypassed or removed from the list and another Arbitrator substituted.

- (ii) The Arbitrator shall sit, hear the Parties, settle the terms of the question to be arbitrated, and make his or her award within thirty (30) days from the date of appointment with the Arbitrator. The Arbitrator shall deliver the award in writing to each of the Parties and the award shall be final and binding upon the Parties.
- (iii) Each Party shall bear its own costs and expenses of arbitration. The Parties shall each pay one-half (1/2) of the fees and expenses of the Arbitrator.
- (iv) The Arbitrator shall not have the power to alter or change any of the provisions of this Agreement or to substitute any new

provisions for any existing provisions thereof, and in reaching its decision it shall be bound by the terms and conditions of this Agreement.

ARTICLE 15 MANAGEMENT GRIEVANCES

- 15:01** It is understood that the Management may bring forward at any meeting held with the Union Grievance Committee any complaint with respect to the conduct of the Union, its officers, or committee persons, and if such complaint by the 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 a grievance of any Employee.

ARTICLE 16 DISCHARGE CASES

- 16:01** In the event of any Employee who has been discharged from employment and the Employee feeling that an injustice has been done, the case may be taken up as a grievance.
- 16:02** All such cases shall be taken up within three (3) days and disposed of within seven (7) days of the date the Employee is notified of his discharge except where a case is taken to Arbitration. A claim by an Employee that he has been unjustly discharged from his employment shall be treated as a grievance if a written statement of such grievance is lodged with the Superintendent within three (3) days after the Employee is notified of his discharge.
- 16:03** Such special grievances may be settled by confirming the Management's action in dismissing the Employee, or by reinstating the Employee with full compensation for the time lost, or by any other arrangement which is just and equitable in the opinion of the conferring Parties.

ARTICLE 17 PAYMENT OF WAGES

- 17:01** The Employer shall at least every two (2) weeks, pay to his/her Employees in the glass/metal trade, all wages, plus exchange, and salaries due up to a day not more than one (1) week prior to the date of payment.
- 17:02** The Employee shall be furnished with the Time Sheet, which he/she shall make out as a bill for time worked and expenses incurred, and

submit to his Employer or the Employer's Representative. The Employee shall receive with his pay 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 their purpose, and gross and net pay. Under this provision new Employees will be responsible for submitting their Social Insurance Number upon hire.

- 17:03** All Employees shall be paid wages in full including vacation pay, statutory holiday pay, travel time and expenses and shall receive his Record of Employment on the job at time of discharge or lay-off, or arrangements made where a cheque will be mailed to him not later than twenty-four (24) hours after the day of discharge or lay-off. Should the Employer fail to mail the cheque in five (5) working days following discharge or lay-off, the Employee will be paid eight (8) hours straight time for each day he is kept waiting to a maximum of thirty (30) calendar days, providing the Employer has not been prevented from mailing the cheques by circumstances beyond his control. Employees quitting of their own volition will be paid on next regular pay day after time of quitting, providing the Employee has submitted a certified Time Sheet.
- 17:04** When an Employee is laid off or quits voluntarily, two (2) hours notice shall be given by either party. Failing this, two (2) hours pay shall be forfeited either way.

ARTICLE 18 SAFETY AND HEALTH

- 18:01** The Company will make provisions for health and safety of its Employees during the hours of employment. The Union agrees to assist the Company in maintaining proper observation of all safety and health rules. Safe and suitable scaffolds will be provided for jobs that requires them.
- 18:02** It is understood and agreed that the Parties to this Agreement shall at all times comply with the accident prevention regulations of the Occupational Health and Safety Regulation Act. No person shall dismiss or take any other disciplinary action against a worker by reason of that worker acting in compliance with this Act. The Employee and Employer will be responsible to read and understand and to use all safety equipment and devices in a proper manner and to pursue safe practices including proper housekeeping. Employees authorized to operate mechanized equipment shall be instructed in the use of the same.
- 18:03** The Union and Management agree to cooperate in all matters of safety and to utilize the resources of the Occupational Health and Safety

Division of the Department of Labour, of the Provincial Government or other competent authorities.

- 18:04** When a worker sustains an injury requiring doctor's care between starting time and quitting time and is required to be absent because injury, he shall receive the remainder of the day's pay.

ARTICLE 19 SHOP STEWARDS

- 19:01** The Company will recognize the appointment of a Job Steward on all major jobsites.
- 19:02** The Job Stewards shall be Employees of the Company and a Journey Person.
- 19:03** The Union will advise the Employer as to who constitutes a Grievance Committee.
- 19:04** The Company undertakes to instruct all members of its supervisory staff to cooperate with the Stewards or Steward in the carrying out of the terms and requirements of this Agreement.
- 19:05** The Union undertakes to instruct its Officers, Stewards and Members to cooperate with the Company and with all persons representing the Company in any supervisory capacity.
- 19:06** The Union undertakes to supply the Company with the names of its duly elected Officers and Representatives appointed or selected to perform any act in connection with this Agreement, and the company undertakes to supply the Union with the names of all its Foremen, Supervisors, Superintendents and other Officers of the

Company who may be called out along with such names, their titles in such manner as to indicate the nature and extent of their authority.
- 19:07** The privileges of Stewards to leave their work without loss of basic pay to attend Union business is granted except that:
- (a)** Such business must be between the Union and Management. Employees having grievances cannot discuss these with the Stewards in working hours without permission of his Foreman except in the case of a discharged Employee.
 - (b)** The time shall be devoted to the prompt handling of necessary Union business.
 - (c)** The Steward concerned shall obtain the permission of the

Foreman concerned before leaving his work.

- (d) The time away from the productive work shall be reported in accordance with the timekeeping methods of the department in which the Steward is employed.
- (e) The Company reserves the right to limit such time if it deems the time as taken to be excessive.

ARTICLE 20 LEAVE OF ABSENCE FOR UNION WORK

- 20:01** The Company will grant leave of absence without pay to not more than one (1) Employee to attend Union Conventions and conferences, provided that in the opinion of the Company this shall not interfere with efficient operation.

ARTICLE 21 BULLETIN BOARDS

- 21:01** The Union is to have the use of the Bulletin Boards in the Company's site of work, to be located and designated for the purpose by notices shall receive the approval of the Company or its Representative to matters pertaining to recreational activities, social activities or notices of meetings. Except as herein provided, there shall be no posting or distributing of notices, cards, pamphlets or literature of any kind on the Company's property without permission from the Management.

ARTICLE 22 UNION REPRESENTATIVES

- 22:01** The Employer shall cooperate with the Business Agent in providing access during lunch breaks or such other times as agreed by the Employer to all jobs covered by this Agreement. The Business Agent shall in all circumstances inform the Employer before proceeding onto the Company's site of work and state the general nature of their business. Such cases shall not interfere in any way with the work person in the performance of their duties. The Business Agent shall comply with all jobsite and other safety requirements.

ARTICLE 23 WAGES AND CLASSIFICATIONS

23:01 It is agreed that the rates as specified on the following page in this contract shall be effective as shown by the dates and shall be the rates for each classification.

WAGE AND CLASSIFICATION TABLE

GLASS & METAL MECHANICS	BASE WAGE	VACATION PAY (10%)	WELFARE PLAN	PENSION PLAN	JTB	WAGE PACKAGE
JOURNEY PERSON						
May 1, 2007	27.25	2.73	1.25	3.00	0.24	34.47
May 1, 2008	29.25	2.93	1.25	3.00	0.24	36.67
4TH YEAR APPRENTICE (85% OF						

The Glass Employers Association of Alberta				Alberta Glazier's Collective Agreement			
JOURNEY PERSON)							
May 1, 2007	23.16	2.32	1.25	3.00	0.24	29.97	
May 1, 2008	24.86	2.49	1.25	3.00	0.24	31.84	
3RD YEAR APPRENTICE (75% OF JOURNEY PERSON)							
May 1, 2007	20.44	2.04	1.25	3.00	0.24	26.97	
May 1, 2008	21.94	2.19	1.25	3.00	0.24	28.62	
2ND YEAR APPRENTICE (65% OF JOURNEY PERSON)							
May 1, 2007	17.71	1.77	1.25	3.00	0.24	23.97	
May 1, 2008	19.01	1.90	1.25	3.00	0.24	25.40	
1ST YEAR APPRENTICE (60% OF JOURNEY PERSON)							
May 1, 2007	16.35	1.64	1.25	3.00	0.24	22.48	
May 1, 2008	17.55	1.76	1.25	3.00	0.24	23.80	
LEAD-HAND							
May 1, 2007	28.25	2.83	1.25	3.00	0.24	35.57	
May 1, 2008	30.25	3.03	1.25	3.00	0.24	37.77	
FOREMAN							
May 1, 2007	30.52	3.05	1.25	3.00	0.24	38.06	
May 1, 2008	32.76	3.28	1.25	3.00	0.24	40.53	

Apprenticeship rates as per percentages outlined in Article 24:00.

- 23:02** Late starting shall be penalized to the amount of fifteen (15) minutes for lateness in excess of three (3) minutes of each quarter of an hour on clocks punched in minutes. That is, for lateness from four (4) to eighteen (18) minutes, the penalty will be fifteen (15) minutes; from nineteen (19) to thirty-three (33) minutes, the penalty will be one-half (1/2) hour, etcetera.
- 23:03** No Employee shall suffer reduction in wages as a result of the execution of this Agreement.
- 23:04** When four (4) or more Glaziers, Architectural Metal and Glass workers are employed on a jobsite for five (5) or more days, one shall be selected by the Employer to act as Lead Hand and shall receive Journey Person's rate plus a minimum of one dollar (\$1.00) per hour. When ten (10) workers are employed on a jobsite for more than twenty-one (21) days, one (1) Journey Person shall receive twelve percent (12%) above the Journey Person's rate and shall be the Foreman.
- 23:05** All work performed from suspended devices will be paid an additional sixty (\$0.60) cents per hour.
- 23:06** An Employee reporting for work at his normal worksite who has not been notified not to report or who had no reason to believe that work was not available and who is not provided with alternative work will be paid a minimum of three (3) hours at his applicable rate, however, this payment will not be made if the Company was unable to contact the Employee due to his failure to have kept the Company informed of his current address and/or telephone number.

ARTICLE 24 APPRENTICESHIP

- 24:01** It is agreed that each of the Parties to this Agreement shall cooperate to continue the apprenticeship system in the Glass and Metal Trade in Alberta.
- 24:02** Persons working under the Apprenticeship Act shall be paid:
- 60% of the Journey Person's rate for the first period;
 - 65% of the Journey Person's rate for the second period;
 - 75% of the Journey Person's rate for the third period;
 - 85% of the Journey Person's rate for the fourth period.

These rates are based on those of a Journey Person with full seniority.

ARTICLE 25 JOINT TRADE COMMITTEE

25:01 To the end that craft may be improved and the industry stabilized a Joint Trade Committee comprising of Union members and Employer's representatives shall meet at least once every three (3) months, or more often if the Committee so decides, from the date this Agreement becomes effective, and during the life of this Agreement.

25:02 A quorum for this Committee shall consist of four (4) members of equal representation.

The Committee's terms of reference shall include:

- (i) To encourage and promote interest in Apprenticeship through the Apprenticeship Program.
- (ii) The submission of drafts of proposed legislation that may help the general interests of both Parties.
- (iii) Such other activities as the Committee would authorize. The Committee is authorized to seek and obtain funding and grants from Government Agencies, etcetera, to assist in implementing these policies.

25:03 To finance the Joint Trade Committee, the Employers Association, The Alberta Building Trades Council Fund, the IUPAT Joint Apprenticeship Training Fund, The IUPAT Labour Management Cooperation Fund, there will be a contribution of twenty-four cents (\$0.24) effective September 1, 2001, and twenty-nine cents (\$0.29) effective May 1, 2002, divided as follows:

- Seven (\$0.07) cents from the Employee
(effective September 1, 2001)
- Twenty-two (\$0.22) cents from the Employer
(effective May 1, 2002)
- Twenty-four (\$0.24) cents from the Employer
(effective May 1, 2006)

The breakdown of the Funds will be as follows:

Effective

	<u>May 1/02</u>	<u>May 1/06</u>
- Joint Trade Committee	\$0.14	\$0.16
- Employers Association	\$0.00	\$0.00
- Alberta Building Trades	\$0.05	\$0.05
- IUPAT JATF	\$0.05	\$0.05
- IUPAT LMCF	\$0.05	\$0.05

It is agreed the indicated contributions shall be deposited in the account of the Joint Trade Board, and the amounts due to the various funds, will be forwarded on a regular and timely fashion.

These contributions shall be for each and every Employee to a maximum of forty-eight (48) hours per week and shall be forwarded monthly on the Unified Remittance Forms in the manner provided in Article 12.

ARTICLE 26 NO STRIKES - LOCKOUTS

- 26:01** In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this Agreement, there will be no strikes, slow down or stoppage of work, whether complete or partial, except as may be provided by the Alberta Labour Code, and the Company agrees that there will be no lockout, except as may be provided by the Alberta Labour Code.
- 26:02** It shall not be deemed a violation of this Agreement for any Employee to refuse to cross a legal picket line.

ARTICLE 27 TERMINATION

- 27:01** This Agreement shall remain in force and effect for the period May 1, 2007 to April 30, 2009, and thereafter it shall automatically be renewed from year to year unless in any year not more than one hundred and twenty (120) days and not less than sixty (60) days from the date of termination either party shall furnish the other with notice of termination, or proposed revision of, or addition to, any provision thereof.
- 27:02** In such event, negotiations on any such proposal, revision or addition shall take place between the parties within fourteen (14) days of such notice. Unless notice of termination has been given, the present Agreement shall continue in force during such negotiations until a new Agreement is signed.

ARTICLE 28 AREA SCOPE OF AGREEMENT

- 28:01** This Agreement embraces all Employees coming within the scope of this Agreement and the Trade stated in this Agreement or within the work jurisdiction of the glazier Employee and the industry within the area noted below.
- 28:02** Local 177 of Edmonton and Calgary of the International Union of Painters and Allied Trades as outlined in their respective charters granted by the International Union of Painters and Allied Trades.

The length and width of the province of Alberta, with the exception that Employees domiciled within this area and sent to work beyond this area shall be governed by this Agreement or such parts of the Glaziers and Glassworkers Agreement in other areas which are superior to this Agreement.

The Employer shall whenever possible adopt a policy of employing fifty percent (50%) of the Employees from Local 177 of the International Union of Painters and Allied Trades in whose jurisdiction the work is being carried out.

ARTICLE 29 JURISDICTION

- 29:01** Both Parties agree that it will not sign or recognize any Agreement of Memorandum between Unions on questions of jurisdiction or work, except with the express consent of both Parties signatory to the Agreement.
- 29:02** Any jurisdictional dispute between the Union and any other Building and Construction Trade Union that involves any work undertaken by the Employer shall be settled in accordance with the plan established by the Building and Construction Trades Department (Impartial Jurisdictional Disputes Board) or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department, Alberta Federation of Labour / Congress of Industrial Organizations, together with any decisions of the Board of Industrial Relations pursuant to terms of the ALBERTA LABOUR RELATIONS CODE as amended and amendments thereto.

ARTICLE 30 SAVINGS CLAUSE

30:01 It is the intent of the Parties to this Agreement that every provision therein conform with all the laws of Canada and Alberta. In the event that amendment to or interpretation of such laws makes any part of this Agreement illegal or unenforceable, the affected Articles shall be renegotiated if necessary. It is agreed that relevant clauses will be deemed invalid but that the balance of the Agreement will remain in full force and binding on both Parties.

30:02 Negotiations on individual Articles or portions of Articles may take place at anytime during the Agreement, providing commencing of negotiations are agreed to by both the Glass Employers Association of Alberta and the IUPAT Local 177.

It shall be a condition of this Agreement that all Parties to this Agreement shall abide by whatsoever changes will be negotiated during the life of this Agreement by the Glass Employers Association of Alberta and the IUPAT Local 177.

30:03 **Enabling Provision:** When in the opinion of any Party to this Agreement certain work might be secured for Employer's signatory to this Agreement, the Parties hereto express their intent to consider amending certain provisions of this Collective Agreement by way of an Appendix where this action appears necessary and appropriate for certain Industrial, Commercial and Institutional projects, as specified, because of project type and size.

ARTICLE 31 SUBCONTRACTING

31:01 The Employers signatory to this Agreement shall not sublet, assign or transfer work to any person, firm or corporation who is not bound by the terms of this Agreement.

31:02 Exclusions to the foregoing Article (31:01) are as follows:

1. Automatic and revolving door systems.
2. Specialized fabrication products when the client specifies the use of an authorized dealer or agent.
3. Specialty art work or product not normally performed by the Employees to this Agreement such as sandblasting of logos, stained glass and bevelled edge work, etcetera.

ARTICLE 32 COMPASSIONATE LEAVE

- 32:01** An Employee may request and shall be granted one (1) day off in relation to regular time off, without pay, as a compassionate leave to attend the funeral of his parent, child, spouse, brother, sister, brother-in-law, sister-in-law and parents of spouse.

ARTICLE 33 SUCCESSORSHIP

- 33:01** This Agreement shall be binding upon the Parties hereto, their successors, administrators, executors and assignees, in the event of a sale, lease, transfer, assignment, receivership or bankruptcy proceedings or other disposition, such operations shall continue to be subject to the terms and conditions of this Agreement. The Employer shall give notice to this Agreement to any purchaser, lessee, transferee, assignee, etcetera. Such notice shall be in writing with a copy to the Union no later than the effective date of sale, lease or other form of disposition.

33:02 **Preservation of Work Clause:**

- (a) The Employer shall not carry out associated or related activities or business as described in Article 2 by or through another corporation, individual, firm, syndicate or association or a combination of them under the same control and direction.
- (b) Should the Employer carry out such associated or related activities or businesses as referred to in the foregoing clause, the Employer shall be liable for compensation for loss of wages, benefits and dues under this Agreement retroactive to the date of the establishment of the associated or related activities or businesses.

ARTICLE 34 GENDER CLAUSE

Whenever the masculine gender is used in this Agreement, it shall be meant to refer equally to the feminine gender.

The foregoing document constitutes full and final settlement between The Glass Employers Association of Alberta and the International Union of Painters and Allied Trades Local 177.

Conditions and terms of the settlement to be effective May 01, 2007 to April 30, 2009.

DATED THIS ____ DAY OF _____, 2007.

**FOR THE GLASS EMPLOYERS ASSOCIATION
OF ALBERTA:**

**FOR THE INTERNATIONAL UNION OF
PAINTERS AND ALLIED TRADES
LOCAL 177:**

The Employer signatory below hereby agrees to be bound by the terms and conditions of this Collective Agreement and further agrees that this Collective Agreement is in full force and effect within that part of the Northwest Territories directly north and west of the Province of Alberta including the District of Mackenzie.

FOR THE EMPLOYER:

**FOR THE INTERNATIONAL UNION OF
PAINTERS AND ALLIED TRADES
LOCAL 177:**
