

TORONTO - LOCAL 1819 - MAINTENANCE AGREEMENT
BETWEEN
ARCHITECTURAL GLASS AND METAL CONTRACTORS ASSOCIATION
HEREINAFTER CALLED THE "ASSOCIATION"
AND
THE INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES
LOCAL UNION 1819
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ARTICLE I - PURPOSE

- 1.01 The general purpose of this Agreement to establish mutually satisfactory relations between the Employer and its Employees, and to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all Employees who are subject to the provisions of this Maintenance Agreement.
- 1.02 Only Member Companies of AGMCA, in good standing, will tender and undertake work under the terms and conditions of this Maintenance Collective Agreement.

ARTICLE II - UNION RECOGNITION

- 2.01 The Employer recognizes the Union as the sole collective bargaining agency for all glaziers of Employers engaged in Maintenance work in the following territorial jurisdiction: In Halton (R.M.); that portion east of the eighth line and south of Highway 401; Peel (R.M.); York (R.M.); Metropolitan Toronto; County of Simcoe, District and Muskoka; and in Durham (R.M.) the Township of Uxbridge and the Towns of Ajax, Pickering and Whitby.

ARTICLE III - RELATIONSHIP & UNION SECURITY

- 3.01 During the life time of this Agreement, the Employer agrees to deduct from the pay of each Employee covered by this Agreement, the regular monthly Union dues, uniformly assessed in accordance with the Constitution and By-Laws of the Union. The Employer shall remit the deduction in accordance with Article XVIII, Payment of Welfare and other Fund Contributions, Administration and Union dues.
- 3.02 The Employer hereby agrees to check-off from the wages of all Employees during the term of the Agreement, Administrative dues in the amount of three percent (3%) of income on which Vacation and Statutory Holiday Pay is computed and is to remit same in accordance with Article XVIII, together with an itemized list of all Employees' names and amounts, to be credited for each employee.
- 3.03 The Companies agree not to employ any person for the work defined who is not a member of the Local Union in good standing.
- 3.04 The Local Union agrees to maintain an unemployed list from which each Company can select two specified members for employment who are unemployed after which one will be referred from the unemployed list by the Union before each additional man requested by the Company.
- 3.05 It is agreed that every Employee for the above work must present a referral slip from the Local Union before being hired. Referral slip must show if the workman is a journeyman, or, if apprentice, state the percentage of the journeyman's rate to be paid.
- 3.06 After all members of the Local Union are employed or not available, a temporary work card must be issued to all applicants and in all cases they shall receive the hourly rate of pay, so stated, on the referral slip.
- 3.07 The Business Manager is to be given at least 48 hours notice, either in writing or person to person phone call, when temporary employees are to be obtained.
- 3.08 An Employee employed on an I.C.I. project under the terms and conditions of the I.C.I. Collective Agreement and who is subsequently temporarily laid off or terminated on that project shall, where there is work available under this Maintenance Agreement, have the option of continuing his/her employment with his/her Employer working under the terms and conditions of this Maintenance Agreement, provided his/her employment does not result in a lay-off or termination of an Employee currently employed under this Maintenance Agreement, or elect a lay-off or termination.
- When the Employers work force subsequently increases or returns to normal on that I.C.I. project, the said Employee shall be the first recalled.
- 3.09 For the duration of this Agreement, it shall not be a violation of this Agreement for the Union and its members to refuse to cross a legally constituted picket line which has been sanctioned by any Building and Construction Trades Council.

ARTICLE IV - MANAGEMENT RIGHTS

- 4.01 The Union agrees and acknowledges that the Employer has the exclusive right to manage the business and to exercise such right without restriction, save and except such prerogatives of management as may be specifically modified by the terms and conditions of this Agreement. Without restricting the generality of the foregoing paragraph, it is the exclusive function of the Employer to transfer, hire, direct, promote, lay off, discipline and discharge Employees for cause, provided a claim by the Employee that he/she has been discharged or disciplined without just cause may be the subject of a grievance and to increase or decrease, or transfer (from job to job) working forces in accordance with the terms of this Agreement.
- 4.02 To determine the materials and methods to be used, design of the products to be handled, facilities and equipment required, scheduling of work and locations of equipment.

ARTICLE V - SCOPE

- 5.01 This Collective Agreement covers Maintenance work and conversion of ICI property to Residential and shall be defined as work normally performed by an **Architectural Glass and Metal/Automatic Door Technician** and Apprentices in the glass Industry in the course of maintaining existing, occupied, ICI buildings or conversion of ICI space.

Maintenance is further defined to include shop work, the replacement, alteration or repair of existing building components which are defective, faulty, or do not meet current requirements of the owner or occupants. Component replacements or alterations may include upgrades, including window film.

Maintenance does not include the replacement of the skin of a building, construction resulting in additional useable square footage and balcony enclosures. Also, Maintenance does not include the alteration of previously unoccupied, empty highrise office space.

New ICI Construction work shall not be deemed to be Maintenance work.

ARTICLE VI - GRIEVANCE PROCEDURE

- 6:01 a) Any dispute, difference or controversy out of this Agreement shall first be discussed between the Employee and the Employer's representative within ten (10) calendar days of the occurrence of the grievance. Failing settlement the matter will then be discussed between the Employer and the Local Union Business Manager within the next ten (10) calendar days.

ARTICLE VI - GRIEVANCE PROCEDURE Continued.

- 6.01 b) Should the grievance not be resolved within a further ten (10) calendar days by the said Business Manager and the Employer, then it shall be submitted to Arbitration within seven (7) working days in accordance with the Ontario Labour Relations Act.

ARTICLE VII - MANAGEMENT GRIEVANCES

- 7.01 It is understood that the Employer Management may bring forward at any meeting held with the Union any complaint with respect to the conduct of the Union, its officers, or committeemen, and that if such complaint by the Employer 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 the grievance of an Employee.

ARTICLE VIII – HEALTH AND SAFETY

- 8.01 The Employer will make reasonable provisions for the safety and health of its Employees during working hours and the ~~Union~~ Employee agrees to co-operate with the Employer in maintaining proper observation of all safety and health rules. The parties shall observe the provisions of Ontario's Workplace Safety and Insurance Act (1997).
- 8.02 **It is the responsibility of the Employee to ensure that he/she possesses proof of having successfully completed all current and relevant Health and Safety training requirements in accordance with the Ontario Workplace Safety and Insurance Act (WSIA) (1997) as amended and Ontario Occupational Health and Safety Act (OHSA) (2009) as amended.**
- 8.03 **To ensure the Industry has properly trained and documented Health and Safety Training for its' workforce, whenever possible, Health and Safety Training requirements will be provided and/or sanctioned by the Ontario Industrial Finishing and Skills Centre (OIFSC).**
- 8.04 **Each Employee is responsible for the registration of all Health and Safety Training Documents, regardless of the actual training provider, with the Ontario Industrial Finishing and Skills Centre at 130 Toro Road, Toronto, ON, M3J 3M9, and the Industrial Finishing and Skills Centre shall maintain a Skills Data Bank for each Employee.**
- 8.05 **Effective November 1, 2010, the Employer, on behalf of each Employee will make a contribution of two cents (\$0.02) per hour to the De Novo Drug and Treatment Facility. Contributions are to be remitted in accordance with Article 13, Payments to Trust Funds, Administration Dues and Union Dues.**
- 8.06 **All Employers are required to have a Health and Safety Policy as per the Occupational Health & Safety Act.**
There is an expiry date of three (3) years for all Health and Safety Training needed to enable the Employee to perform his/her job, except for WHIMIS

which is required each year.

ARTICLE IX - VACATION AND STATUTORY HOLIDAY PAY

- 9.01 Vacation and Statutory Holiday pay for all Employees covered by this Agreement shall be paid at the rate of ten percent (10%) of gross wages earned effective June 23, 1997 and shall be remitted monthly in accordance with Article XVIII, Payments to Trust Funds, Administration Dues and Union Dues. Such remittances shall go into a fund known as the Vacation Pay Trust Fund. Such funds shall be administered by the Trustees to be established with the equal representation from the Union and the Association.
- 9.02 The Vacation Pay Trust Fund Trustees shall promptly notify the Ontario Council of the International Union of Painters and Allied Trades of the failure of any Employer covered by this Agreement to pay contributions defined in Clause 9.01 in accordance with Clause 18.01.
- 9.03 Employers shall, upon receipt of statement from the Fund Administrator, remit five dollars (\$5.00) for each late Employee Vacation Pay cheque produced as a result of the Employer being delinquent at the time of Vacation pay out.
- 9.04 Vacation Pay shall be paid in accordance with the policy determined by the Board of Trustees
- 9.05 The interest earned by the investment of monies paid into the Vacation and Statutory Holiday Pay Fund shall be first applied against the administration cost of the Vacation and Statutory Holiday Pay Fund. The balance shall be divided equally between the Association and the Union and paid in full annually following receipt of the funds audited income statement.

ARTICLE X - STATUTORY HOLIDAYS

- 10.01 For the purpose of this Agreement, the following holidays shall be termed Statutory Holidays and all work performed on these days shall be paid at time and one-half (1 ½) the regular hourly rate:

New Year's Day	Civic Holiday
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
<u>Family Day</u>	Christmas Day
Canada Day	Boxing Day

ARTICLE XI - WAGES

11.01 All employees shall be paid weekly by cheque or bank transfer on Thursday or prior thereto or cash on Friday and such cheque or wage package shall show clearly the number of hours worked and the list of all deductions. Overtime, if worked, shall be determined and stipulated by the number of each overtime hours worked.

11.02 **Classification**

	<u>June 1/10</u>	<u>May 1/11</u>	<u>May 1/12</u>
1) <u>Architectural Glass & Metal Technician with Certificate of Qualification (C of Q)</u> <i>80% of the Journeyperson <u>Architectural Glass & Metal Technician (C of Q)</u> Rate cited In Appendix D (Toronto) of the ICI Ontario Construction Collective Agreement</i>	\$27.31	\$27.71	\$28.07

	<u>June 1/10</u>	<u>May 1/11</u>	<u>May 1/12</u>
2) Architectural Glass & Metal Technician without Certificate of Qualification (C of Q) <i>95% of Classification (1)</i>	\$25.95	\$26.33	\$26.67

3)	<u>June 1/10</u>	<u>May 1/11</u>	<u>May 1/12</u>
Architectural Glass & Metal Technician Apprentice			
1st 1,000 hours (60% of Rate 1)	\$16.39	\$16.63	\$16.84
2nd 1,000 hours (60% of Rate 1)	\$16.39	\$16.63	\$16.84
3rd 1,000 hours (60% of Rate 1)	\$16.39	\$16.63	\$16.84
4th 1,000 hours (65% of Rate 1)	\$17.75	\$18.01	\$18.25
5th 1,000 hours (75% of Rate 1)	\$20.48	\$20.78	\$21.05
6th 1,000 hours (80% of Rate 1)	\$21.85	\$22.17	\$22.46
7th 1,000 hours (90% of Rate 1)	\$24.58	\$24.94	\$25.26
8th 1,000 hours (95% of Rate 1)	\$25.95	\$26.33	\$26.67

4) Helper and Warehouse Person	\$18.43	\$18.70	\$18.95
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11.03 The minimum starting rate in classification "4" is

	<u>June 1/10</u>	<u>May 1/11</u>	<u>May 1/12</u>
	\$16.55	\$16.79	\$17.01

ARTICLE XI – WAGES Continued

- 11.04 It is recognized that all classification "4" Employees will reach the maximum rate within three (3) years of the time they start in that classification.
- 11.05 This will be accomplished by regular increases in the rate every four (4) months, and each increase will be approximately one-ninth (1/9) of the total spread between minimum and maximum in the category. The Employer reserves the right to pay more than the minimum four (4) month increase to Employees showing exceptional ability and thus bring them to the maximum rate before the expiration of the three (3) year period.
- 11.06 Effective June 1st, 2004, work zones shall extend to a radius of 100 kms. from Lawrence Avenue and Yonge Street. This area will be made up of eight (8) zones, each radiating from Lawrence Avenue and Yonge Street, and shall be paid for at the following rates, regardless of the residence of the employee:

ZONE 1	0 - 12 km.....	\$2.50 daily
ZONE 2	13 - 24 km.....	\$3.00 daily
ZONE 3	25 - 32 km.....	\$4.00 daily
ZONE 4	33 - 40 km.....	\$5.00 daily
ZONE 5	41 - 48 km.....	\$6.00 daily
ZONE 6	49 – 64 km	\$13.00 daily
ZONE 7	65 – 85 km	\$20.00 daily
ZONE 8	86 – 100 km	\$28.00 daily

In the area 0 - 8 km. radiating from Lawrence Avenue and Yonge Street, Employees will continue to be paid for parking the first day and last day on the job, provided a parking receipt is submitted.

ARTICLE XII - HOURS OF EMPLOYMENT

- 12.01 The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.
- 12.02 The normal work week for all Employees shall consist of forty (40) hours, consisting of five (5) eight (8) hour days.
- 12.03 Late starting shall be penalized to the amount of fifteen (15) minutes for lateness in excess of three (3) minutes of each quarter (¼) hour. i.e. for lateness from four (4) to eighteen (18) minutes the penalty will be fifteen (15) minutes; from nineteen (19) minutes to thirty-three (33) minutes, the penalty will be one-half (½) hour, etc.

ARTICLE XII - HOURS OF EMPLOYMENT Continued

12.04 All time worked over eight (8) hours in any one day shall be paid at overtime rates.

In case of absenteeism of an Employee, said Employee shall be entitled to overtime rates only after eight (8) hours in any one day or forty (40) hours in any one week, unless he/she can establish to the satisfaction of the Employer the merits of his/her absenteeism. If there is a holiday or reduction in regular work hours in any one week, the number of hours involved shall be deducted from the forty (40) hours for the purpose of the present paragraph.

12.05 Overtime shall be paid at the rate of time and one-half (1 ½) of the hourly rate.

12.06 **Emergency Calls**

Employees performing work on an emergency call-in shall be paid at overtime rates for the work performed or a minimum of four (4) hours at regular time whichever is greater.

12.07 **Out of Town Jobs**

The Employer will provide reasonable transportation to and from the job; pay for meals and other necessary expenses during regular working hours; and pay for travelling time **at the regular hourly rate**. Where an Employee is required by their Employer, due to the location and duration of the job, to remain overnight out of town, the Employer shall provide for the cost of the room plus meals effective November 1, 2010, broken down as follows:

Breakfast	\$ 8.00
Lunch	\$12.00
Dinner	\$20.00

12.08 **Car Allowance**

Effective November 1, 2010, an Employee using their own car at the Employer's request will be paid an allowance of forty-eight cents (\$0.48) per kilometre.

ARTICLE XIII - WORK TOOLS

- 13.01 All present Journeypersons must have all necessary hand tools. Replacement will be the responsibility of the Employee. All new Journeyperson Employees will be required to provide their own hand tools, as per the tool list herein.
- 13.02 All power tools are the Employer's responsibility. On terminating the Employee must return Employer tools.

ARTICLE XIV - HEALTH AND WELFARE

- 14.01 Effective June 23, 1997, the Employer agrees to pay, on behalf of Employees covered by this Agreement, Welfare Trust Fund contributions in the amount cited in the current ICI Ontario Glazier Collective Agreement.
- 14.02 Welfare Trust Fund Contributions are to be remitted in accordance with Article XVIII, Trust Funds, Administration Dues and Union Dues.
- 14.03 The Union and Association shall have equal representation (three (3) delegates each) to administer this fund. Employer trustees shall be active Employees of member companies.

ARTICLE XV - PENSION PLAN

- 15.01 Effective June 23, 1997, the Employer, on behalf of the Employees covered by this Agreement, agree to pay into the Glaziers Pension Trust Fund of Ontario, contributions in the amount cited in the current ICI Ontario Glazier Collective Agreement.
- 15.02 Effective June 23, 1997, the Employer, on behalf of the Employees covered by this Agreement, agree to pay into the International Union of Painters and Allied Trades Union and Industry Pension Plan (Canada), contributions in the amount cited in the current ICI Ontario Glazier Collective Agreement.
- 15.03 Glazier Pension Trust Fund of Ontario and Industry Pension Plan (Canada) contributions are to be remitted in accordance with Article XVIII, Trust Funds, Administration Dues and Union Dues.
- 15.04 The Union and Association shall have equal representation (three (3) delegates each) to administer this Fund. Employer Trustees shall be active Employees of member companies.

ARTICLE XVI - APPRENTICESHIP AND TRAINING FUND

- 16.01 Effective June 23, 1997, each Employer shall remit an amount cited in the current ICI Ontario Glazier Collective Agreement to a fund known as the "Apprenticeship and Training Fund".
- 16.02 If in the future Federal or Provincial Apprenticeship Training Funds are curtailed, both parties agree to renegotiate any required joint funding to maintain the apprenticeship training.
- 16.03 Effective June 23, 1997, each Employer shall remit an amount cited in the current ICI Ontario Glazier Collective Agreement to a fund known as the "Finishing Trades Institute Fund".
- 16.04 Apprenticeship and Training Fund and Finishing Trades Institute Fund contributions are to be remitted in accordance with Article XVIII, Trust Funds, Administration Dues and Union Dues.
- 16.05 The OGATC, on behalf of AGMCA and OCP, will monitor and approve Apprenticeship Training and priority Journeyman Upgrading Programs in compliance with the Trades Qualification Act, for the Trade of Architectural Glass and Metal Technician and within limitations imposed by the contributions collected and any Government funding which might be obtained with the approval of the OGATC.**

Due to ever-increasing technological changes in the Glazing/Architectural Metal field, and in the interest of insuring that Glaziers not only maintain but also upgrade their skills at the trade, and because of the need to create safer workplaces, effective January 1, 2011 and for the term of this Collective Agreement, each Journeyman Glazier shall obtain without compensation, a minimum of eight (8) hours training in each calendar year as established by the OGATC, related to the glazing trade and/or safety training. Continuing education programs shall be accredited or established by the OGATC in co-operation with the OIFSC Training Director.

ARTICLE XVII - INDUSTRY FUND CONTRIBUTIONS

- 17.01 Effective June 23, 1997 each Employer covered by this Agreement shall contribute an amount cited in the current ICI Ontario Glazier Collective Agreement. Such contributions shall be remitted in accordance with Article XVIII, Trust Funds, Administration Dues and Union Dues, together with an itemized list of all Employees names and the amount to be credited for each Employee. Such amounts on receipt shall be immediately paid to the Architectural Glass and Metal Contractors Association as each Employer's contributions to the cost of negotiating and administering this Agreement.

ARTICLE XVIII - PAYMENT OF TRUST FUNDS, ADMINISTRATION DUES AND UNION DUES

- 18.01 The Employer agrees to remit contributions and deductions in one cheque or cash payment as specified in clauses 3.01 and 3.02 and Articles IX, XIV, XV, XVI, XVII and XXV of the Agreement, postmarked no later than the fifteenth (15th) day of the month following the month in which the hours were earned, or delivered by the twentieth (20th) day of the month following the month in which the hours have been earned to the Administrator designated by the Trustees, (currently Benefit Plan Administrators Ltd., 130B Toro Road, Toronto, Ontario, M3J 3M9), together with supporting information entered on a separate reporting form applicable to this Collective Agreement, as designated by the Trustees. At no time shall the contributions and/or deductions be paid directly to the Employee.
- 18.02 If an Employer who normally files a report does not have any Employees in his/her employ, or has not performed any Maintenance work in that month, a nil report shall be filed with the Administrator.
- 18.03 Any Contractor in default more than fifteen (15) days in remitting contributions and deductions required under clause 18.01 shall pay to the Trustees, as liquidated damages and not as penalty, the amount equal to five percent (5%) of the arrears for each month or part thereof in which he is in default. In addition, the defaulting contractor shall be liable to pay and agrees to pay interest at the rate of one and a half percent (1 ½%) per month on any unpaid arrears including the liquidated damages specified herein.
- 18.04 All money to be contributed according to clauses 3.01 and 3.02 and Articles IX, XIV, XV, XVI, XVII and XXV of the Agreement shall be considered a Trust Fund in the hands of the Employer until the money is paid to the Administrator.
- 18.05 Non-payment in accordance with the foregoing provision shall not relieve the Employer of the obligation to pay and the Employer agrees that the Trustee shall have authority and capacity to take any action required at law to enforce payment of all such sums as may be due and unpaid.
- 18.06 Where the Trustees determine that the Employer has failed to remit contributions and deductions in accordance with clause 18.01, or has failed to remit the contributions and deductions within the specified time, such Employer shall forthwith upon written demand from the Trustees:
- a) make payment of all contributions, deductions, liquidated damages and interest as are determined to be owing;
 - b) complete and remit all reporting form(s) outstanding;
 - c) pay an amount equal to all of the legal fees and expenses incurred by or on behalf of the fund in connection with the collection of contributions, deductions, liquidated damages and interest or attempts thereat;
 - d) post a Surety Bond in the principal sum of \$10,000.00 to be held by the Trustee to insure and guarantee the remittance of contributions

and deductions in accordance with clause 18.01.

ARTICLE XIX - PIECE WORK, MOONLIGHTING AND SUB-CONTRACTING

- 19.01 All members of the Union expressly agree not to accept employment or subcontracts from any individual firms, copartnership or corporation unless signatory to this Agreement.
- 19.02 No member of the Union shall work on a piece work basis.
- 19.03 Except as provided in the paragraphs which follow, Employers signatory to this Agreement shall only contract, sub-contract, assign or transfer work to a firm or corporation signatory to this Agreement, in good standing with the Workers Compensation Board of Ontario (substantiated by a Clearance Certificate on request from the Union), and employing a minimum of three employees other than the owner.

Where the Employer contracts to perform work not traditionally performed by Glaziers, the Employer may sub-contract such work provided it is sub-contracted to an Employer in contractual relations with an A.F.L./C.I.O. Union provided the following conditions are met:

- (a) The Employer grants the Union a forty-eight (48) hour period in which to supply a list of Employers signatory to this Agreement which can perform the specific work otherwise being sub-contracted.
- (b) The Employer(s) on the list provided by the Union can perform the work otherwise being sub-contracted economically and qualitatively satisfactory to the Employer responsible for the work.
- (c) **Employers bound to this agreement may, prior to and following completion of a contract with a sub-contractor who is also bound to this same agreement, request from the Union and/or the Benefit Plan Administrator, written confirmation the sub-contractor is current on its' fund obligations within five (5) working days of receipt of the request.**

ARTICLE XX - JURISDICTION DISPUTES RESOLUTION

- 20.01 Any jurisdictional dispute between the Union and any other Building and Construction Trade Union that involves any work undertaken by an Employer will in no way interfere with progress and prosecution of the work and shall be settled in accordance with the plan pursuant to the Labour Relations Act Revised Statutes of Ontario 1995 as amended.

ARTICLE XXI - JURY DUTY

21.01 An Employee who has worked 1800 hours within the previous 12 months for the same employer shall if he/she is summoned and reports for Jury Duty, as prescribed by applicable law, be paid an amount equal to the difference between his/her normal daily pay at his/her job rate and the daily Jury Duty fee paid by the Court for each day on which he/she reports for or performs Jury Duty and on which he/she would have been scheduled to work. In order to receive payment, an Employee must give his/her Foreman prior notice that he/she has been summoned for Jury Duty and must furnish satisfactory evidence that he/she reported for or performed Jury Duty on the days for which he/she claims such payment or report to the Company when dismissed from Jury Duty.

ARTICLE XXII - BEREAVEMENT

22.01 In the event of death in the immediate family of an Employee with at least one year's seniority with the Company, the Employee will be allowed three (3) consecutive days leave with pay for the purpose of making arrangements for and attending the funeral. The immediate family shall mean husband or wife, son or daughter, sister or brother, sister-in-law or brother-in-law, mother or father, mother-in-law or father-in-law and common-law spouse.

ARTICLE XXIII - NO STRIKES NO LOCKOUTS

23.01 During the lifetime of this Agreement, the Union agrees that there will be no strikes, and the Employer agrees that there will be no lockouts.

ARTICLE XXIV - TERMINATION

24.01 This Agreement between the parties is effective from November 1, 2010 and shall remain in force until the 31 day of October 2013, and thereafter it shall be automatically renewed triennially unless, not more than ninety (90) days and not less than thirty (30) days prior to the expiry date, either party shall furnish the other with notice to bargain a proposed revision of, or addition to, any provision thereof. In such event, negotiations on any such proposal, revision or addition shall take place between the parties as soon as possible and the present Agreement shall continue in force during such negotiations until the new Agreement is signed.

ARTICLE XXV - UNION INDUSTRY FUND CONTRIBUTIONS

25.01 Effective June 23, 1997, each Employer shall contribute an amount cited in the current ICI Ontario Glazier Collective Agreement to a fund known as the "Union Industry Fund". Contributions are to be remitted in accordance with Article XVIII,

Trust Funds, Administration Dues and Union Dues.

Signed this *3rd* day of *November*, 2010.

FOR THE ASSOCIATION:

FOR THE UNION:

JOURNEYPERSON TOOL LIST

THESE ARE TOOLS A JOURNEYPERSON SHOULD HAVE TO DO THE JOB

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 pair	Eye Goggles with case
1 pair	Hand Rubber Pads
1 set	Allen Keys
1 only	Centre Punch
1 only	Chalk Line
1 only	Chisel - wood
1 only	Chisel - cold
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
1 only	Nail set
1 only	Paint Brush - 4"
1 pair	Pliers - combination
1 only	Plumb Bob
1 only	Pointing Trowel
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 - 8"
1 set	Spanner Open end 3/8" to 1"
1 only	Scribe
1 only	Square - combination
1 only	Square - bevel
2 only	Tap Handles - 1/4" + 1/2"
1 pair	Tin Snips
1 only	Tool Box

LETTER OF INTENT

between

**The Architectural Glass and Metal
Contractors Association**

and

**The International Union
of Painters and Allied Trades
and the Ontario Council of the
International Union of
PAINTERS AND ALLIED TRADES**

Where as the parties agree that the Toronto, Local 1819, Maintenance Agreement is separate and distinct and does not form any part of the Architectural Glass and Metal Technician Institutional, Commercial and Industrial Agreement, and

Where As the parties agreed to attain, effective May 1, 2001, and maintain the rate for Journeyperson Architectural Glass and Metal Technician with Certificate of Qualification in Clause 11.02 (1) of the Toronto, Local 1819, Maintenance Agreement at eighty percent (80%) of the Journeyperson with Certificate of Qualification rate in Clause 2.01 of Appendix D of the Ontario Architectural Glass and Metal Technician Institutional, Commercial and Industrial Agreement, and

Where As the parties agree to maintain the rate for Classifications in Clauses 11.02 (2), 11.02 (3), 11.02 (4) and 11.03 of the Toronto, Local 1819, Maintenance Agreement at the appropriate percentage of the rate in Clause 11.02 (1) of that agreement,

The parties agree that the Toronto, Local 1819 Maintenance Agreement shall, commencing on the next expiry date of the Agreement, be automatically renewed on a triennial basis without negotiations. Any revision, addition or deletion will be negotiated between Local 1819 member(s) of the Wage Committee of The Painters and Allied Trades and Toronto member(s) of the Bargaining Committee of Architectural Glass and Metal Contractors Association during negotiations to renew the Ontario Architectural Glass and Metal Technician Institutional, Commercial and Industrial Agreement.

SIGNED THIS 3rd day of November, 2010.

FOR THE ASSOCIATION

FOR THE UNION

LETTER OF INTENT
between
The Architectural Glass and Metal
Contractors Association
and
The International Union
of Painters and Allied Trades
and the Ontario Council of the
International Union of
Painters and Allied Trades

(A) Union Security – Valid Drivers License

(B) Union Security – Safety Training

(A) Where, due to the nature of the work, the Employer/Contractor requests members with a valid Drivers License, only members possessing this qualification will be name hired and/or referred. The Union agrees to take all reasonable due diligence to only refer members with a valid Drivers License to the Employers/Contractors. Where members are referred by the Union to an Employer/Contractor for employment and they do not possess a valid Drivers License, the Employers/Contractor can immediately send that member(s) back to the Union hire hall. It is also agreed that, as a condition of continued employment, where an Employer/Contractor determines a valid Drivers License is a necessary requirement of the job, members will maintain a valid Drivers License. It is agreed that the Employer/Contractor may ask members to produce a valid Drivers License, if they have a just or reasonable reason to believe the member(s) does not possess a valid Drivers License.

(B) Where, due to the nature of the Health and Safety requirements of all construction projects in the Province of Ontario, an Employer/Contractor requests members with current and relevant Health and Safety Training, the Union agrees to use due diligence to only refer members who have the required current Health and Safety Training. It is agreed that all members will remain current with all Health and Safety Training as required by the Ministry of Labour. It is also agreed that the Employers/Contractors, where they have just or reasonable cause to believe members are not current in their Health and Safety Training, may request to produce proof of the required Health and Safety Training.

SIGNED THIS 3rd day of November, 2010.

FOR THE ASSOCIATION

FOR THE UNION

LETTER OF INTENT

between

**The Architectural Glass and Metal
Contractors Association**

and

**The International Union
of Painters and Allied Trades
and the Ontario Council of the
International Union of
Painters and Allied Trades**

- a) If any member working for an Employer is terminated for cause, his/her union hiring hall referral privileges shall be suspended for two (2) weeks. Should the same individual be terminated for cause a second time by any contractor bound to this Agreement within a twenty-four (24) month period, his/her union hiring hall privileges shall be suspended for two (2) months. Should the same individual be terminated for cause a third time by any contractor bound to this agreement within the same twenty-four (24) month period, his/her union hiring hall referral privileges shall be suspended indefinitely.
- b) A termination shall not be considered as “for cause” for purpose of this provision if the member or the Union have filed a grievance challenging the propriety of the member’s termination, unless and until the grievance is resolved in a manner that affirms the termination for cause. For the purpose of this provision, a decision of the Ontario Labour Relations Board, another Tribunal or Court or an Arbitrator shall be binding.

SIGNED THIS 3rd day of November, 2010.

FOR THE ASSOCIATION

FOR THE UNION
