

# COLLECTIVE AGREEMENT

BY AND BETWEEN:

**PGW Auto Glass, ULC  
CALGARY, ALBERTA BRANCH**

**(hereinafter referred to as the "Company")**

- and -

**INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES,  
LOCAL 177  
GLAZIERS AND GLASSWORKERS DIVISION  
EDMONTON, ALBERTA**

**(hereinafter referred to as the "Union")**

**AUGUST 1, 2022**

**AUGUST 3, 2025**

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**ARTICLE 1      PURPOSE**

1:01            It is the desire of the above-named Parties to co-operate and work harmoniously together in promoting their mutual interests in the operation of the Company's organization at Calgary, and as described in Article 22 –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 Auto Glass distribution 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 receiving, warehousing and distribution of auto glass and related products.

**ARTICLE 3      UNION RECOGNITION**

3:01            The Company recognizes the Union as the sole collective bargaining agency for the Employees covered under this Agreement in PGW Auto Glass of its Calgary operations, and as described in Article 22 –Area Scope of Agreement –save and except executive officers, sales staff, office staff and supervisory personnel.

**ARTICLE 4      MANAGEMENT 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 who has acquired seniority that he/she has been discharged without just cause may be the subject of a grievance and dealt with as hereinafter provided.

4:02            A new Employee shall be considered a probationary Employee for a period of four hundred and eighty (480) work hours completed or such longer period if requested by Management, such Employee shall not have access to the grievance/arbitration

procedure in the case of discharge. All other relevant provisions of the Collective Agreement shall apply.

4:03 The Union further recognizes the right of the Company to operate and manage its business in all respects in accordance with its products to be distributed, manufactured or installed, the schedule of handling or production. The methods, 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, the rules and regulations to be observed by the Employees, but before altering any such rules will give the Union the 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.

4:04 Without limiting the generality of the foregoing provisions, it is expressly understood and agreed that inattention to work, incompetency, insubordination, or any breach of the existing Branch 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 suitable person, the Employer shall have the right to employ whomsoever he (it) chooses. The Employer will notify the Union no later than seven (7) days from the date of hire of any non-union Employees. The Employee must make application upon hire and join the Union upon completion of four hundred and eighty (480) work hours from the date of commencing employment and shall remain a member of the Union in good standing as a condition of employment.

5:02 Workers who are not required to join the Union as a condition of employment pay the equivalent of full Union dues each month, to be deducted by the Employer from the worker's first pay each month and remitted to the Union by the 15th day of the following month.

5:03 The Employer agrees to deduct Union dues off the Employee's first pay each month as a condition of employment. Initiation fees and assessments shall be deducted when the Employer is presented with a properly signed authorization. Such dues, initiation fees and

assessments shall be remitted to the Financial Secretary of the Union, accompanied by a list of the Employees for whom the deductions are made, not later than the 15th day of the following month in which the deductions are made.

5:04 The Employer, party of the Agreement, shall be given preference in the Union and will encourage Union members to work only for Union Shops when work is available.

5:05 The Employer agrees to determine the classification of all Employees and advise the Union in writing within thirty (30) days of the date of hiring. When an Employee's classification is changed permanently, the Employer agrees to notify the Union within three (3) days.

5:06 It is further agreed that should the Employer fail to deduct Union dues as required by the Agreement, the Employee 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.

5:07 The Company agrees that seniority of employment will be taken into account when an Employee is to be promoted or laid off on the basis that if two (2) or more Employees are eligible for promotion or lay off and all other factors such as skill, productivity and work attitude are the same for each of those Employees, then in the case of a promotion, the Employee having the longest time of employment seniority with the company will be given the promotion, and in the case of a lay off, the Employee having the shortest time of employment seniority with the Company shall be laid off.

## ARTICLE 6 HOURS OF WORK

6:01 The regular hours of employment, Monday to Friday, inclusive, shall be from 8:00 a.m. to 5:00 p.m. with one (1) hour off for lunch, except where it is mutually agreed between the parties the hours shall be from 8:00 a.m. to 4:30 p.m. with one-half (1/2) hour off for lunch. The Employer has the right to modify the daily schedule sixty (60) minutes before or after the shift (between 7 a.m. and 6:00 p.m.) for operations and customers' service needs for a total of eight (8) hours work before overtime.

6:02 All time worked after eight (8) hours, from Monday to Friday inclusive, shall be considered overtime until a break of eight (8) hours occurs, and shall be paid for at the rate of time-and-one-half (1 1/2) the regular rate for the first four (4) hours of overtime; thereafter, at double (2x) the regular rate of pay for the classification of work or worker involved. Auto glass distribution hours of work on Saturday will be from 8:00 a.m. to 4:30 p.m. with one-half (1/2) hour off for lunch and the rate of pay shall be at the regular rate of pay, unless

the number of hours exceed forty-four (44) at which time the rate of pay will be time-and-one-half (1.5) times the regular rate of pay for the classification of work or worker involved. For work performed at other hours on Saturday and all day Sunday, the rate of pay shall be double (2x) the regular rate for the classification of work or worker involved.

6:03 **Emergency Call Out:** For work performed after or before the regular hours of work, the rate of overtime pay for this work shall be one-and-one-half (1.5) times the regular rate of pay for the worker involved, with a guaranteed minimum of four (4) hours pay at straight time.

6:04 **Hot Meals:** When Employees are required to work extended shifts longer than ten (10) hours, a hot meal shall be provided and a reasonable amount of time allowed to eat.

**ARTICLE 7 REST PERIODS**

7:01 There shall be two ten (10) minute rest periods each day, one in the forenoon and one 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. Smoking will only be allowed in areas so designated.

**ARTICLE 8 VACATION PAY AND STATUTORY HOLIDAY PAY**

8:01 Vacation pay shall be paid for at the rate of four (4%) percent on gross earnings for new Employees starting with the Company with two (2) weeks off as mutually arranged with Management. Vacation pay shall be paid for at the rate of six (6%) percent on gross earnings with three (3) weeks off as mutually arranged with Management to any member with four (4) years continuous service with the Company and shall be paid immediately preceding their annual vacation.

8:02 Employees with ten (10) years continuous employment to receive four (4) weeks vacation and be paid for at the rate of eight (8%) percent.

8:03 Employees with twenty (20) years continuous employment to receive five (5) weeks vacation and be paid for at the rate of ten (10%) percent.

8:04 All Employees covered by this Agreement shall be paid for the following Statutory Holidays:

the number of hours exceed forty-four (44) at which time the rate of pay will be time-and-one-half (1.5) times the regular rate of pay for the classification of work or worker involved. For work performed at other hours on Saturday and all day Sunday, the rate of pay shall be double (2x) the regular rate for the classification of work or worker involved.

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## ARTICLE 7 REST PERIODS

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## ARTICLE 8 VACATION PAY, SICK PAY AND STATUTORY HOLIDAY PAY

8:01 Vacation pay shall be paid for at the rate of four (4%) percent on gross earnings for new Employees starting with the Company with two (2) weeks off as mutually arranged with Management. Vacation pay shall be paid for at the rate of six (6%) percent on gross earnings with three (3) weeks off as mutually arranged with Management to any member with four (4) years continuous service with the Company and shall be paid immediately preceding their annual vacation.

8:02 Sick days - The Company will pay up to three (3) sick days, or up to five (5) days in the event the employee tests positive for COVID-19, and presents proof of a positive test.

8:03 Employees with ten (10) years continuous employment to receive four (4) weeks vacation and be paid for at the rate of eight (8%) percent.

8:04 Employees with twenty (20) years continuous employment to receive five (5) weeks vacation and be paid for at the rate of ten (10%) percent.

4 | Page All Employees covered by this Agreement shall be paid for the following Statutory Holidays:

New Year's Day, Alberta 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 at the Employee's regular rate of pay when they occur.

- 8:05 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) his regular rate for work performed.
- 8:06 No work shall be performed on labour Day except where safety to life or property makes it necessary.
- 8:07 When any of the above listed Statutory Holidays fall on a Saturday, the preceding working day shall be observed as the Holiday. When any of the above listed Statutory Holidays fall on a Sunday, the following working day shall be observed as the Holiday.

**ARTICLE 9A HEALTH AND WELFARE**

- 9A:01 The Parties hereto acknowledge the IUPAT Local 177 Welfare Trust Fund as constituted by the Trust Agreement dated July 1, 1991, by PPG 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. The Employer signatory hereto will contribute an amount set out in Article 20:01 for each and every hour worked to a maximum of forty (40) hours per week 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 the Employee's wages. Such contributions are in excess of the wage rates set out in the Agreement and do not constitute a payment of wages or any portion of 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 Health and Welfare 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.
- 9A:02 Either of the Parties of 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.

- 9A:03 The Employer acknowledges that he (it) has received a copy of the said Trust Agreement with all amendments thereto up to date of this Agreement.
- 9A:04 The Employer agrees that he (it) will execute and deliver to and in favour of the Trustees of the said Health and Welfare Fund such indenture as 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.
- 9A: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.
- 9A:06 The Parties recognize that the delinquencies of Employers in the payment of the said contributions to the Health and Welfare 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 co-operate 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 9B LOCAL 177 PENSION PLAN**

- 9B:01 The Parties hereto acknowledge the IUPAT Local 177 Pension Trust Fund as constituted by the Trust Agreement dated July 1, 1991, and entered into by PGW 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.
- 9B:02 The Employer signatory hereto will contribute an amount set out in Article 20:01 per hour for each and every hour worked to a maximum of forty (40) hours per week 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 "Employers' 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.

9B:03 Upon the wages of any Employee becoming due, Employers' 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.

98:04 Either of the Parties to this Agreement may request the Trustees of the above Fund to authorize an independent inspection of any Employers' pay records, and the Employer hereby agrees to any such inspection.

98:05 The Employer acknowledges that he (it) has received a copy of the said Trust Agreement with all amendments thereto up to the date of this Agreement.

9B:06 The Employer agrees that he (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 for 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.

9B:07 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.

9B: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 co-operate 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 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 9C UNIFIED REMITTANCE OF FUNDS**

- 9C:01 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 the IUPAT Local 177 Benefit Trust Fund and shall make provision for the listing of each Employee's name, Social Insurance Number, and the total number of hours worked.
- 9C:02 All Funds and Check-Off remittances shall be consolidated into one (1) cheque payable to IUPAT Local 177 Benefit Trust Fund, c/o IUPAT Local 177, 17804 - 118 Avenue NW, Edmonton, Alberta, T5S 2W3.
- 9C:03 If an Employer has no Employees in any month he shall submit a "NIL" report unless he is officially out of business.
- 9C:04 No discrimination will be made by the IUPAT Local 177 between one Fund and any other Fund when there is a failure on the part of any
- 9C:05 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.
- 9C:06 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 and payment of Wages, Health and Welfare payments, Pension Trust Fund payments, or payments to any other Fund(s), and the required remittance of dues included in this Agreement.

**ARTICLE 10 TOOLS**

- 10:01 The Company shall provide all power tools and accessories and the Employee shall be responsible for damage due to negligence.

## ARTICLE 11 GRIEVANCE AND ARBITRATION PROCEDURE

11:01 **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 arbitrable 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 or accompanied by such persons as he 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:

11:02 **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 12 MANAGEMENT GRIEVANCES**

12:01 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 men, 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 13 DISCIPLINE AND DISCHARGE**

13:01 A system of progressive discipline shall be implemented and all warnings of the written nature will be communicated to the Union for their records.

13:02 In the event of any Employee who has attained seniority being discharged from employment and the Employee feeling that an injustice has been done, the case may be taken up as a grievance.

13:03 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 who has attained seniority 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 Branch Manager within three (3) days after the

Employee is notified of his discharge. All preliminary steps of the grievance procedure prior to Step No. 2 will be omitted in such cases.

13:04 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.

13:05 When an Employee has been dismissed without notice he shall have the right to interview his Steward for a reasonable time before leaving the Branch premises.

#### **ARTICLE 14 PAYMENT OF WAGES**

14:01 The Employer shall at least every two (2) weeks, pay to his Employees in the glass/metal trade, all wages, plus exchange, and salaries due up to a day not more than five (5) days prior to the date of payment by way of direct deposit.

14:02 The Employee shall utilize the timeclock to record time worked. Expenses incurred should be documented and submitted to the 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 purpose of deductions, and gross and net pay. Under this provision, new Employees will be responsible for submitting their Social Insurance Number(s) upon hire.

14:03 All Employees shall be paid wages in full including Vacation Pay, Statutory Holiday Pay, travel time and expenses and shall receive their 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, Employees will be paid eight (8) hours at straight time for each day they are 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 within seventy-two (72) hours after time of quitting, providing the Employee has submitted a certified Time Sheet.

14:04 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 15 SAFETY AND HEALTH

- 15:01 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. The provision of all safety equipment and the application of all safety precautions will be in accordance with the regulations spelled out in the Occupational Health and Safety Act of the Province of Alberta or PGW's Safety Policies and Procedures.
- 15:02 *It is understood and agreed that the Parties to this Agreement shall at all times comply with the accident prevention regulations of the Alberta Human Resources and Employment, and PGW's Safety Policy and Procedures and refusal on the part of a workman to work or to continue to work in contravention of such regulations shall not be deemed to be a breach of this Agreement. The Employee will be responsible to understand and use all safety equipment and devices in a proper manner and to pursue safe practices including proper housekeeping. The Union and Management agree to cooperate in all matters of safety and to utilize the resources of the Alberta Human Resources and Employment or other competent authorities. Employees authorized to operate mechanized equipment shall be instructed in the safe use of same, and in accordance to the Company's safety policies and procedures.*
- 15:03 **Safety Boot Allowance:** The Company will contribute to a maximum of \$200.00 per calendar year and this boot allowance will be allowed to be carried over for a period of two (2) years.
- 15:04 When an Employee is required to attend or participate in a Company sponsored course, i.e., First Aid, WHMIS, TOG, etc. straight time will be paid regardless of when the course takes place.

## ARTICLE 16 SHOP STEWARDS

- 16:01 The Company will recognize the appointment by the Union of a Shop Steward. The Steward must be acceptable to the Employees and shall not be discriminated against for carrying out his/her duties as described in this Article.
- 16:02 The Stewards shall be regular Employees of the Company, at least twenty-one (21) years of age, and with at least twelve (12) months service with the Company.

- 16:03 The authorized Representative of the Union with the assistance of the Steward shall deal with grievances that the Steward cannot resolve.
- 16:04 If there should be only one (1) Steward appointed by the Union for one (1) Branch, he/she shall be called the "Shop Steward" and shall himself/herself perform for the Branch, the duties stated in this Agreement as those of a Grievance Committee.
- 16:05 The Company undertakes to instruct all members of its supervisory staff to co-operate with the Stewards or Steward in the carrying out of the terms and requirements of this Agreement.
- 16:06 The Union undertakes to instruct its Officers, Stewards and Members to co-operate with the Company and with all persons representing the Company in any supervisory capacity.
- 16:07 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.
- 16:08 The privileges of Stewards to leave their work without loss of basic pay to attend to 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/her Foreman except in the cases 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 so taken to be excessive.
- 16.09 The Steward shall be notified and be present when any Employee is to be disciplined or discharged and upon the Employees or Employers request.

**ARTICLE 17 LEAVE OF ABSENCE FOR UNION WORK**

- 17:01 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 the efficient operation of the Branch.
  
- 17:02 The Company will grant time off without pay to one (1) PGW Employee to represent the Employees at contract negotiations.

**ARTICLE 18 BULLETIN BOARDS**

- 18:01 The Union is to have the use of the Bulletin Boards in the Company's Branch, to be located and designated for the purpose of the Company. Notices may be posted on such boards provided that such notices shall receive the approval of the Company or its' Representative before posting. The subject matters of such notices shall be restricted to matters pertaining to recreational activities, social activities or notices of meetings. Except as herein provided, there shall be no posting or distribution of notices, cards, pamphlets or literature of any kind in the Company's property without permission from the Management.

**ARTICLE 19 UNION REPRESENTATIVES**

- 19:01 The authorized representatives of the Union shall be admitted to the premises of the Employer or other places to do the legitimate business of the Union with the permission of the Employer.

**ARTICLE 20 WAGES AND CLASSIFICATIONS**

20:01 It is agreed that the rates as specified below in this contract shall be effective on the dates shown.

**PGW**

SHIPPER CLASS 1	BASE	WELFARE PLAN	PENSION PLAN	WAGE PACKAGE
Current	\$21.29	\$1.50	\$1.45	\$24.24
August 1, 2022	\$22.32	\$1.50	\$1.45	\$25.27
August 1, 2023	\$22.96	\$1.50	\$1.45	\$25.91
August 1, 2024	\$23.41	\$1.50	\$1.45	\$26.05
<b>ARG TRUCK DRIVER CLASS 2</b>				
	<b>BASE</b>	<b>WELFARE PLAN</b>	<b>PENSION PLAN</b>	<b>WAGE PACKAGE</b>
<i>Employees hired on or before November 1, 2010</i>				
Current	\$18.92	\$1.50	\$1.45	\$21.87
August 1, 2019	\$19.85	\$1.50	\$1.45	\$22.80
August 1, 2020	\$20.15	\$1.50	\$1.45	\$23.10
August 1, 2021	\$20.55	\$1.50	\$1.45	\$23.5
<i>New Hire Wage Progression</i>				
Hire Rate Beginning 8/2022	\$17.68	\$1.50	\$0.80	\$19.98
At 1st Anniversary	\$18.12	\$1.50	\$0.80	\$20.42
At 2nd Anniversary	\$18.57	\$1.50	\$0.80	\$20.87

**EVENING SHIFT:**

The Letter of Understanding signed by the parties on September 8, 2014, regarding the evening shift, which is attached to this Agreement as Appendix A, will continue to be in effect during the life of this collective agreement which expires on July 31, 2019.

20:02 The Employer may require an Employee to work temporarily in a category to which he does not belong, but by agreement between both parties and after three (3) consecutive work shifts, he shall be paid the rate of the new Classification.

- 20:03            When change is granted at the request of the Employee he shall be paid at the rate of the new Classification.
- 20:04            Late starting shall be penalized to the amount of fifteen minutes for lateness in excess of three minutes of each quarter of an hour on clocks punched in minutes. That is, for lateness from four to eighteen minutes, the penalty will be fifteen minutes; for lateness from nineteen to thirty-three minutes, penalty one-half hour, etc.
- 20:05            No Employee shall suffer reduction in wages as a result of the execution of this Agreement.
- 20:06            An Employee called to a job or who has not received notice that his services will not be required shall be paid three (3) hours pay, however, for the three (3) hours pay the Employee shall remain at work on whatever job is assigned to him, providing such work can be safely accomplished.
- 20:07            Any Employee who comes to work to start a new shift and is sent home due to a violation of safety rules will not be paid the minimum three (3) hours of pay as outlined in Article 20:06.

**ARTICLE 21    NO STRIKES - LOCKOUTS**

- 21 :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, either complete or partial, except as may be provided by the Alberta Labour Relations Code, and the Company agrees that there will be no lockout, except as may be provided by the Alberta Labour Relations Code.
- 21:02            It shall not be deemed a violation of this Agreement for any Employee to refuse to cross a legal picket line.

**ARTICLE 22    AREA SCOPE OF AGREEMENT**

- 22:01            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 areas noted below:

PGW Auto Glass, Bay 1. 4069 112 Avenue SE, Calgary, AB T2C 0J4.

## **ARTICLE 23 JURISDICTION**

23:01 The Union agrees 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 the Employer signatory to the Agreement.

## **ARTICLE 24 SAVINGS CLAUSE**

24:01 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 make any part of this Agreement illegal or unenforceable, the affected Article 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.

## **ARTICLE 25 ESCAPE CLAUSE**

25:01 The parties agree that, if any of the businesses that are commonly used for comparison purposes with this trade, that disturb the previously established position order of the trade. or such legislation be passed and imposed as to change the Glass Workers' conditions or rates of pay or position order, then the parties to this Agreement will meet to revise the rates of pay and conditions to correct the imbalance so created.

## **ARTICLE 26 SUCCESSORSHIP**

26:01 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.

26:02 The above Article 26 Successorship shall be in effect and binding for the period of this Agreement only, from August 1, 2019, to July 31, 2022.

## **ARTICLE 27 SUBCONTRACTING**

27:01 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.

## **ARTICLE 28 SAVINGS PLAN**

28:01 The Employer shall continue to offer the Employee Savings Plan to Employees covered by this Agreement under the terms and conditions of the Plan as agreed previously within the Supplemental Agreement dated May 24, 1988.

28:02 The terms and conditions of the Plan are specified in the Plan Document which will govern the operation of the Plan in all cases. The Union agrees that any changes to the terms of the Plan, including but not limited to, increases or decreases to the level of benefits and/or the right to terminate the Plan, are the prerogative of Management and are not subject to negotiation during the term of the Collective Agreement.

## **ARTICLE 29 LEAVE OF ABSENCE**

29:01 Permanent Employees shall be granted leave of absence with respect to critical illness or death of a spouse or near relative on the following basis:

SPOUSE, (including common-law as documented in the Employee's personnel record with PGW Auto Glass, ULC, CHILDREN, MOTHER or FATHER, MOTHER-IN-LAW or FATHER-IN-LAW, GRANDPARENTS, GRANDCHILDREN, BROTHERS or SISTERS. Three (3) days leave of absence with pay, shall be granted per calendar year. Leave beyond the paid leave may be requested and shall be granted within reason.


## **ARTICLE 30 TERMINATION**

30:01 This Agreement shall be effective the 1st day of August 2022 and shall remain in force to and including the 3rd day of August 2025, and thereafter it shall automatically be renewed from year to year, unless, in any year, not more than ninety (90) days and not less than

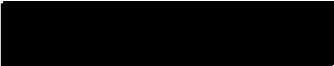
thirty (30) days from the date of termination, either party shall furnish the other with notice of termination, or proposed revision of, or addition to, any provision thereof.

30:02 In such event, negotiations on any such proposal, revision or addition shall take place between the parties within twenty (20) 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.

Signed this 18<sup>th</sup> day of Oct., 2022.



Sandra Frazier  
VP, Human Resources  
PGW Auto Glass, ULC



Alan Mathew  
Territory Director, Canada  
PGW Auto Glass, ULC

Ray Geelan, Business  
Manager  
International Union of Painters  
and Allied Trades Local 177  
Glaziers and Glassworkers  
Division

John Sedor, Business Manager  
International Union of Painters and Allied Trades  
Local 177  
Glaziers and Glassworkers Division

**Letter of Understanding Re: Compensation for Employees Drawing  
Pension Payments**

**by and between  
PGW Auto glass, ULC  
Calgary, Alberta Branch  
(the "Employer")**

**and**

**International Union of Painters and Allied Trades, Local 177  
[Hereinafter referred to as the "Union "]**

**Whereas** the Parties have entered into a Collective Agreement which shall remain in effect from **August 1, 2022 to August 3, 2025** as set out in the said Collective Agreement, and

**Whereas** the Parties jointly desire to facilitate the ongoing employment of persons who are drawing pension benefits from the Pension Trust Fund referenced in Article 9B of the Collective Agreement, and to provide equitable compensation for such persons.

**Now therefore it is Agreed as Follows:**

Notwithstanding any provision of this Collective Agreement, if an Employee who is a Union Member is engaged in employment for which the Employer's contributions are to be made to the IUPAT Local 177 Pension Plan, and the Employee is both fifty three (53) years of age or older and is receiving a monthly pension from the IUPAT Pension Plan, the Union Member may make an application to his/her Employer to have future pension contributions which would otherwise be payable by the Employer to the IUPAT Local 177 Pension Plan to be paid as wages (including Holiday and Vacation Pay) directly to the Employee by the Employer.

The wage rate for the Employee, when this provision applies, are those rates as outlined in this Collective Agreement or any applicable Letter of Understanding.

The Employee, before making an application to his/ her Employer must obtain from the offices of the IUPAT Local 177 Pension plan administrator, Ellement (formerly Funds Administrative Service) or a letter signed by two (2) senior signing authorities of Ellement indicating the Member is fifty-three (53) years of age or more and in receipt of an IUPAT Local 177 Pension Plan monthly pension.

Upon presentation of this Ellement letter duly signed, the Employer may accept the application of the Employee. The Employer may then only pay contributions to wages as provided for in this Letter of Understanding. Once accepted by the Employer, this payment alteration cannot be revoked by either party during the specific period of employment that it was approved and agreed for.

In no event will this create a greater gross hourly rate of compensation for the Employee paid by the Employer, nor will it increase the Employer's total payroll burden due to changes in the wages which would result in greater Employer statutory contributions (CPP, EI, WCB). Accordingly increases in statutory contributions will be offset by reducing the amounts paid in Wages.

If approved by the Employer, the Employer will enact the provisions of this article and its effective date within three (3) weeks of receiving the original Ellement letter.

Upon approval of the Employee's application by the Employer for payment of the pension contributions as wages to the Employee, and upon receipt by the Employer of the original Ellement letter, the Employer shall be relieved of any obligation under the Collective Agreement to remit future pension contributions to the IUPAT Local 177 Pension Plan for that approved Employee.

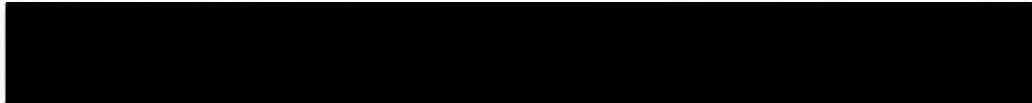
The provisions of this Letter of Understanding shall create no responsibility or liability on the Employer or the Union to the IUPAT Local 177 Pension Plan in respect of application of this Letter of Understanding.

This Letter of Understanding shall be attached to and part of the Collective Agreement between the Parties hereto.

Signed this day of 2/7 2024, by and between:

**International Union of Painters And  
Allied Trades, Local 177**

**PGW Auto glass, ULC Calgary,  
Alberta Branch**



Per: John Sedor  
Business Manager/Secretary,  
IUPAT DC 17

Sandra Frazier  
VP Human Resources  
PGW Auto Glass ULC