

PAINTERS STANDARD ICI AGREEMENT

By and Between:

**International Union of Painters and
Allied Trades (IUPAT) Local #138**

(Hereinafter referred to as the "Union")

And:

Construction Labour Relations Association of BC (CLR)

(On its own behalf, on behalf of its member Employers who have authorized the Association to execute this Agreement and who are included on the attached signatory list, and those members added from time to time by notice given to the Union.)

(Hereinafter referred to as the "Employer")

May 1, 2004 to April 30, 2010

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ARTICLE 1.000 - OBJECTS

The objects of this Agreement shall be to stabilize the industry, elevate the trade, promote peace and harmony between Employers and Employees, facilitate the peaceful adjustment of all disputes and grievances, and prevent strikes, lockouts, waste, expense, and avoidable and unnecessary delays in construction.

ARTICLE 2.000 - EFFECTIVE DATE AND DURATION

- 2.100** This Agreement shall be for the period from and including May 1, 2004, to and including April 30, 2010, and from year to year thereafter subject to the right of either party to this Agreement, within four (4) months immediately preceding the date of expiry of this Agreement, which is April 30, 2010, or immediately preceding the last day of April in any year thereafter, by written notice to require the other party to this Agreement to commence collective bargaining.
- 2.200** Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of a strike, or the Employer shall give notice of a lockout, or the parties shall conclude a renewal or revision of this Agreement, or a new collective agreement.
- 2.300** The operation of Section 50 (2) and Section 50 (3) of the *Labour Relations Code* is hereby excluded.
- 2.400** A copy of this Agreement shall be filed with the LRB.

ARTICLE 3.000 - EXTENT

3.100 Scope of Work**3.101 Work Jurisdiction**

This Agreement shall govern all industrial, commercial and institutional work within the jurisdiction of the painter which is performed by the Employer within the province of British Columbia. The work jurisdiction of the painter shall be as determined from time to time by the Umpire of the Jurisdictional Assignment Plan. Refer also to Appendix "B".

3.102 Extraction and Removal of Spent Blast Abrasive

- (a) The extraction and removal of spent blast abrasive by mechanical means is work which is normally performed by signatory Employers, and as such is work which is governed by the Scope of Work pursuant to this Agreement.
- (b) Notwithstanding Article 3.102 (a) and Article 3.300, such work may be subcontracted to a non-signatory Employer when the client or government regulations dictate the usage of a particular firm or firms due to availability or client policy, and/or when the signatory Employer(s) who normally performs such services are prevented from doing so by lack of available equipment.

3.103 Work Performed by Employers

- (a) Not more than one (1) partner/shareholder/director of any one (1) Employer shall be allowed to perform work ordinarily performed by a journeyman.
- (b) An Employer who works with the tools of the trade shall hire a minimum of one (1) journeyman, and shall work the same hours as his Employees.

3.200 Modifications of Agreement Provisions**3.201 Enabling**

- (a) When, in the opinion of any party to this Agreement, certain work might be secured for Employers

signatory to this Agreement, or the work in progress can be executed more economically or efficiently, and present conditions of work (including hours of work) contained in this Agreement are not consistent with efficiency or practicality, then the conditions contained in this Agreement may be modified to govern such work on specified projects. The consent of the Employer and Employee(s) employed on the project and the Union shall be sufficient to modify said conditions and such modifications shall not be deemed to be a violation or be subject to a grievance under this Agreement.

- (b) Notwithstanding Article 3.201 (a) it shall be a violation of this Agreement for the parties to agree to the reduction and/or elimination of any of the Employer contributions required in accordance with this Agreement without the specific prior written consent of both CLR and the Union.

3.202 More Favourable Painting Agreement

In the event that the Union signs or recognizes any Painting Agreement which is more favourable to the Employers covered under this Agreement, the terms of such Painting Agreement shall be included in this Agreement in the applicable Local Union area.

3.300 Subcontracting

- 3.301 (a)** There shall be no subletting, directly or indirectly, either in whole or in part, for any labour services required by any Employer in performance of work included in the Scope of Work in this Agreement, to any person, persons, or contracting firm not signatory to this Agreement. The Union reserves the right to withdraw its members from any project(s) of an Employer's if such Employer fails to act in accordance with the foregoing.

- (b) Notwithstanding Article 3.301 (a), work which has traditionally been subcontracted by Employers by reason of specialized skills or equipment not generally within the Employer's resources (i.e. erection and removal of complex or extensive scaffolding and maintenance of equipment more extensive than routine servicing) shall be exempt from such provision.

- 3.302** The Union agrees not to allow its membership to contract, subcontract, or estimate on work for their own gain, nor to act in any capacity other than that of an Employee. Any member agreed by both parties to be in violation of this Article shall be terminated by the Employer and shall be disciplined by the Union.

3.400 Union Security and Affiliation

- 3.401** Subject to reasonable notice given to the Employer, it shall not be a violation of this Agreement for the Union to withdraw its members from a project(s) for rendering assistance to labour organizations, and/or refusal on the part of Union members to handle any materials, equipment or product declared unfair by Building Trade Councils, or manufactured, assembled, or produced by an employer whose employees are on strike against or are locked out by an employer.

- 3.402 (a)** Subject to reasonable notice given to the Employer, it shall not be a violation of this Agreement for the Union to withdraw its members from a project(s) for refusal on the part of Union members to work alongside workers whose employer(s) is either non-union or certified by CLAC or CISIWU.

- (b) Notwithstanding Article 3.402 (a), such provision shall not apply if the Union has waived the application of such provision on a project(s), and/or if such workers are performing work outside the work jurisdiction claimed by the IUPAT and a union recognized by the IUPAT as having such work jurisdiction has consented to their employment.

3.500 Bargaining

- 3.501** CLR is authorized to bargain on behalf of its member Employers who have authorized the Association to execute this Agreement, and those members added from time to time by notice given to the Union, in all matters relating to the negotiation, re-negotiation or amendment of this Agreement.

- (a) Such CLR member Employers shall be bound by the terms and conditions of this Agreement, and

any/all amendments to this Agreement which are subsequently negotiated between the parties during the term of this Agreement, and any subsequent Agreement governing the same Scope of Work which is negotiated between the parties.

- (b) In the event a CLR member Employer, subsequent to the signing of this Agreement, ceases to be a member of CLR, or withdraws authorization for CLR to execute the applicable terms and conditions on their behalf, such Employer shall nevertheless continue to be bound by the terms and conditions of this Agreement, pursuant to Article 2.100, until such time as the Employer becomes bound to a new collective agreement with the Union for the work governed by this Agreement.

3.502 The Employer shall not bargain directly with Employees on matters relating to the terms and conditions of employment. Any agreement between an Employer and an Employee governed by this Agreement is null and void.

3.503 In the event legislation or a tribunal of competent jurisdiction rules that construction industry bargaining and/or collective agreements shall be conducted, administered, or effected (i.e. employer accreditation), under a single or multi-trade entity, the terms and conditions of this Agreement shall apply in their entirety for the painting industry.

3.600 Multi-Employer Certification

The parties to this Agreement shall cooperate in and support in every way the institution, at the initiative of the Union, of multi-employer certification. It is further agreed that such multi-employer certification shall be instituted along traditional trade-lines and shall not be used in any way to resolve jurisdiction or to affect the present (July/80) status quo between trades.

ARTICLE 4.000 - MONETARY PACKAGE

4.100 Monetary Package Increases

4.101 Wage Rates

The journeyman minimum straight time hourly wage rate shall be increased in accordance with the following schedules. All other Employee classifications shall be recalculated accordingly.

(a) Industrial Construction Projects

Total increase = \$ 7.25 per hour

September 1, 2005	\$ 1.12 per hour + 12% holiday pay = \$ 1.25
May 1, 2006	\$ 1.12 per hour + 12% holiday pay = \$ 1.25
May 1, 2007	\$ 1.34 per hour + 12% holiday pay = \$ 1.50
May 1, 2008	\$ 1.12 per hour + 12% holiday pay = \$ 1.25
May 1, 2009	\$ 1.12 per hour + 12% holiday pay = \$ 1.25
April 1, 2010	\$ 0.67 per hour + 12% holiday pay = \$ 0.75

(b) Commercial/Institutional New Construction Projects

Total increase = \$ 6.25 per hour

September 1, 2005	\$ 1.12 per hour + 12% holiday pay = \$ 1.25
May 1, 2006	\$ 1.12 per hour + 12% holiday pay = \$ 1.25
May 1, 2007	\$ 0.67 per hour + 12% holiday pay = \$ 0.75
May 1, 2008	\$ 0.89 per hour + 12% holiday pay = \$ 1.00
May 1, 2009	\$ 1.12 per hour + 12% holiday pay = \$ 1.25
April 1, 2010	\$ 0.67 per hour + 12% holiday pay = \$ 0.75

(c) Commercial/Institutional Repaint Construction Projects

Total increase = \$ 6.25 per hour

September 1, 2005	\$ 1.12 per hour + 12% holiday pay = \$ 1.25
May 1, 2006	\$ 1.12 per hour + 12% holiday pay = \$ 1.25
May 1, 2007	\$ 0.67 per hour + 12% holiday pay = \$ 0.75
May 1, 2008	\$ 0.89 per hour + 12% holiday pay = \$ 1.00
May 1, 2009	\$ 1.12 per hour + 12% holiday pay = \$ 1.25
April 1, 2010	\$ 0.67 per hour + 12% holiday pay = \$ 0.75

4.102 Employer Contributions

Employer contributions shall be increased in accordance with the following schedule.

(a) All Projects

Total increase = \$ 0.30 per hour

November 1, 2005	\$ 0.10 per hour (allocated to JTB <u>or</u> Union Health & Welfare Plan)
November 1, 2006	\$ 0.10 per hour (allocated to JTB <u>or</u> Union Health & Welfare Plan)
November 1, 2007	\$ 0.10 per hour (allocated to JTB <u>or</u> Union Health & Welfare Plan)

4.200 Minimum Straight Time Hourly Wage Rates

If an Employee works on multiple projects during the same working shift, and the applicable minimum straight time hourly wage rate differs between such projects, such Employee shall be paid the highest applicable minimum straight time hourly wage rate for the entire shift. For example, if an Employee works two (2) hours on an Industrial project and six (6) hours on a Commercial/Institutional (New) project during the same eight (8) hour working shift, such Employee shall be paid the applicable Industrial rate for the entire eight (8) hour shift.

4.201 Industrial Construction**(a) Wage Schedule**

The minimum straight time hourly wage rates as provided for within Schedules "A1" attached hereto shall apply to all work performed under the Scope of Work of this Agreement on Industrial Construction projects as defined within Appendix "A". Refer also to Article 4.300 for premiums which may be applicable and Article 8.200 for wage rate information regarding permit workers.

(b) Industrial Endorsement Ticket

The intent of this provision is to motivate journeyman Employees to obtain their Industrial endorsement tickets in a timely manner, while still providing such Employees with a guarantee that their wage rate will not be cut in the event they choose not to do so.

- (i)** Notwithstanding any/all contrary interpretation of this Agreement, the Commercial/Institutional New Construction wage schedule shall apply on all Industrial Construction projects for any/all journeyman Employees who do not possess a valid Industrial endorsement ticket.
- (ii)** Notwithstanding Article 4.201 (b) (i), if a journeyman Employee does not possess an industrial endorsement ticket and such Employee is/was both a Union member in good standing and a journeyman as of September 1, 2005, then such Employee shall nevertheless be entitled to receive the full journeyman Industrial wage rate, where applicable, through April 30, 2008. After such date however, the Industrial wage rate applicable for such Employee shall be frozen at the April 30, 2008 level, and no further wage rate increase(s) shall be applicable until such time as the Commercial/Institutional New Construction wage rate has risen to a level which is greater than the frozen wage rate, at which time the Commercial/Institutional New Construction wage rate shall apply.

(c) Inclement Weather Hour Bank

In recognition of the fact that inclement weather may cause a hardship to both Employers and Employees, the provisions of Article 6.803 may also be implemented on any Industrial Construction project with the mutual agreement of the Employer and the Union. Notwithstanding the foregoing, the Union agrees that it will not withhold its agreement if the Employer can demonstrate that a majority of the crew (i.e. 50% + 1) on the project support implementation.

4.202 Commercial/Institutional New Construction**(a) Wage Schedule**

The minimum straight time hourly wage rates as provided for within Schedules "A2" attached hereto shall apply to all new construction work performed under the Scope of Work of this Agreement on Commercial/Institutional Construction projects as defined within Appendix "A". Refer also to Article 4.300 for premiums which may be applicable and Article 8.200 for wage rate information regarding permit workers.

(b) Definition of "New Construction Work"

The term "new construction work" shall be defined as work on any project on which the monetary value of the painting contract does not exceed fifty percent (50%) of the total monetary value of the project. On such projects, the Commercial/Institutional New Construction wage schedule shall apply.

4.203 Commercial/Institutional Repaint Construction Projects**(a) Wage Schedule**

The minimum straight time hourly wage rates as provided for within Schedules "A3" attached hereto shall apply to all work involving the preparation, painting and/or wall covering of any previously finished surface as performed under the Scope of Work of this Agreement on Commercial/Institutional projects as defined within Appendix "A". Refer also to Article 4.300 for premiums which may be applicable and Article 8.200 for wage rate information regarding permit workers.

(b) Definition of "Repaint Construction"

The term "repaint construction" shall be defined as work on any project on which the monetary value of the painting contract exceeds fifty percent (50%) of the total monetary value of the project. On such projects, the Commercial/Institutional Repaint Construction wage schedule shall apply.

(c) Hours of Work (Inclement Weather)

Refer to Article 6.900.

4.300 Premiums

The following premiums shall be paid in addition to the applicable minimum straight time hourly rate.

4.301	Paperhanging, wall covering or other sheeting work	\$1.00 per hour
4.302	Spray painting, sandblasting, building cleaning (by steam or other process)	
(a)	Industrial Construction	\$2.00 per hour
(b)	Commercial/Institutional Construction (New and Repaint)	\$1.50 per hour

4.303 Altitude and Hazard Pay

- (a) A premium of fifty cents (\$0.50) per hour, over and above the otherwise applicable minimum straight time hourly wage rate, shall apply to all work performed from scaffolds fifty (50) feet and over. Such premium shall also be applicable to work performed on bridges, towers, tanks, cranes, erected structural steel, gantries, poles, stacks, refinery vessels, skeleton structures, where access may be gained with or without scaffolding.
- (b) A premium of seventy five cents (\$0.75) per hour, over and above the otherwise applicable minimum straight time hourly wage rate, shall apply to all work performed over two hundred and fifty (250) feet. Notwithstanding the foregoing, such premium shall not apply to work on buildings.
- (c) Notwithstanding Articles 4.303 (a) and (b), no premium shall apply until work is actually performed.
- (d) The height standard referenced in Articles 4.303 (a) and (b) shall be determined by what a painter would generally term to be the “length of the fall required”, provided the base from which the height is determined shall project at least twelve (12) feet from the working vertical surface.
- (e) When working with or near injurious chemicals in confined areas or close quarters, Employees shall be required to use an Employer supplied airhood or respirator as per WorkSafe BC Regulations.

4.400 Employee Classifications**4.401 Foremen**

It shall be a violation of this Agreement for an Employer to require an Employee to act as either an “A” Foreman or “B” Foreman unless such Employee is paid the applicable Foreman rate.

(a) “A” Foreman

When the Employer considers it necessary to appoint a Foreman in charge of five (5) or more Employees, such Foreman shall be paid three dollars (\$3.00) per hour over and above the otherwise applicable minimum straight time hourly wage rate. Refer also to Schedules “A1” through “A3” attached hereto. No “A” Foreman shall have his wage rate reduced as a result of this Article.

(b) “B” Foreman

When the Employer considers it necessary to appoint a Foreman in charge of up to four (4) Employees, such Foreman shall be paid two dollars (\$2.00) per hour over and above the otherwise applicable minimum straight time hourly wage rate. Refer also to Schedules “A1” through “A3” attached hereto.

(c) Calculation of Otherwise Applicable Wage Rate

The calculation of the otherwise applicable wage rate over and above which the Foreman premium is added, shall specifically include any/all premiums (i.e. paperhanging, steam cleaning, altitude, etc.) which may apply.

(d) Selection and Qualification

All “A” and “B” Foremen shall be selected and assigned at the option of the Employer, and shall possess a recognized Tradesperson Certificate in the trade.

4.402 Apprentices

Refer to Article 9.100 for additional provisions regarding apprentices.

(a) Classification and Wage Rates

Effective March 1, 2007, all apprentices shall be classified in accordance with the following schedule. The minimum straight time hourly wage rate for an apprentice shall be the applicable percentage of the applicable minimum straight time hourly wage rate for a journeyperson on the project. Refer also to Schedules "A1" through "A3" attached hereto.

A6	5,001 hours to 6,000 hours	80%
A5	4,001 hours to 5,000 hours	75%
A4	3,001 hours to 4,000 hours	70%
A3	2,001 hours to 3,000 hours	65%
A2	1,001 hours to 2,000 hours	55%
A1	0 hours to 1,000 hours	50%

Contact the Union or CLR for the apprentice classifications and applicable percentages which applied prior to March 1, 2007.

(b) Employer Contribution to Union Pension Plan

The Employer contribution to the Union Pension Plan shall not be required on behalf of an apprentice. Refer also to Article 4.602 (b).

(c) Apprentice Trade School Fund Employee Deduction

Refer to Article 4.703.

4.403 Pre-Apprentices

Refer to Article 9.200 for additional provisions regarding pre-apprentices.

(a) Wage Rates

The minimum straight time hourly wage rate for a pre-apprentice shall be thirty-five percent (35%) of the applicable journeyperson minimum straight time hourly wage rate on the project. Refer also to Schedules "A1" through "A3" attached hereto.

(b) Holiday Pay

The combined annual vacation pay and statutory holiday pay for a pre-apprentice shall be eight percent (8%). Refer also to Article 4.501 (b).

(c) Employer Contribution to Union Health & Welfare Plan

The Employer contribution to the Union Health & Welfare Plan on behalf of a pre-apprentice shall be calculated in accordance with the formula provided in Article 4.601 (b).

(d) Employer Contribution to Union Pension Plan

The Employer contribution to the Union Pension Plan shall not be required on behalf of a pre-apprentice. Refer also to Article 4.602 (b).

4.500 Annual Vacation and Statutory Holidays**4.501 Vacation Pay and Statutory Holiday Pay****(a) Foremen, Journeypersons and Apprentices**

Annual vacation pay shall be six percent (6%) of gross earnings and statutory holiday pay shall be six

percent (6%) of gross earnings. Annual vacation pay and statutory holiday pay shall be combined at the rate of twelve percent (12%) of gross earnings, and shall be paid to each Employee on each pay cheque and upon termination of employment.

(b) Pre-Apprentices

Annual vacation pay shall be four percent (4%) of gross earnings and statutory holiday pay shall be four percent (4%) of gross earnings. Annual vacation pay and statutory holiday pay shall be combined at the rate of eight percent (8%) of gross earnings, and shall be paid to each Employee on each pay cheque and upon termination of employment.

4.502 Annual Vacation

An Employee may take up to three (3) weeks annual vacation in any calendar year. The vacation period shall be arranged by mutual agreement between the Employee and the Employer. Such mutual agreement shall not be unreasonably withheld for any Employee who has worked 1,200 hours for the specific Employer in the previous twelve (12) month.

4.503 Statutory Holidays

(a) The following Statutory Holidays shall apply to Industrial Construction projects.

New Year's Day, Heritage Day (3rd Monday in February), Good Friday, Easter Monday, Victoria Day, Canada Day, Friday preceding B.C. Day, B.C. Day, Friday preceding Labour Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and/or any other day so proclaimed by the Federal, Provincial, or Territorial Governments. When a Statutory Holiday falls on a Saturday or Sunday, the following working day shall be observed.

(b) The Statutory Holidays provided for in Article 4.503 (a) shall also apply to work performed on Commercial/Institutional Construction (New and Repaint) projects, except as follows.

On Commercial/Institutional Construction (New and Repaint) projects, Heritage Day (3rd Monday in February) and the Friday preceding Labour Day may be floated, and the day therefore worked at straight time rates, with an alternate day scheduled to be taken off as mutually agreed between the Employer and the Employee.

4.600 Employer Contributions

The Employer contributions as provided for within Schedules "B1" through "B3" attached hereto shall apply to all work performed in accordance with this Agreement. All remittances for hours of work on Industrial Construction projects shall be calculated and paid on the basis of "hours earned". All remittances for hours of work on Commercial/Institutional New Construction projects shall be calculated and paid on the basis of "hours worked". All remittances for hours of work on Commercial/Institutional Repaint Construction projects shall be calculated and paid on the basis of "hours worked". Refer to Appendix "A" for definitions.

4.601 Union Health & Welfare Plan

(a) The Employer shall contribute the required amount(s) to the Union Health & Welfare Plan in the manner set forth in Article 5.000. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within Schedules "B1" through "B3" attached hereto.

(b) Notwithstanding Article 4.601 (a), the Employer contribution to the Union Health & Welfare Plan required on behalf of a pre-apprentice shall be calculated as follows: $((A \times B) \div C)$ where

A = the "full rate" Employer contribution to the Union Health & Welfare required on behalf of a Foreman, journey person and/or apprentice

B = the minimum "full rate" contribution hours required in order to be eligible for Plan coverage, and

C = the maximum number of hours an individual is entitled to be employed as a pre-apprentice.

The application of this formula will ensure that if an individual is employed as a pre-apprentice for the maximum number of hours permitted in accordance with this Agreement, such individual will have received sufficient contributions to the Union Health & Welfare Plan on his behalf to ensure that he is eligible for coverage immediately thereafter. Notwithstanding the foregoing, a pre-apprentice shall not be entitled to receive benefits under the Union Health and Welfare Plan while employed as a pre-apprentice. Refer also to Article 9.200.

- (c) In the event the Provincial Government should legislate a new method of payment, such as a payroll tax, which reduces or replaces the current method of payment for MSP benefits, the monies now allocated for such current method of payment shall remain part of the Union's monetary package, and may be reallocated at the Union's discretion.

4.602 Union Pension Plan

- (a) The Employer shall contribute the required amount(s) to the Union Pension Plan in the manner set forth in Article 5.000. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within Schedules "B1" through "B3" attached hereto.
- (b) No Employer contribution to the Union Pension Plan shall be required on behalf of apprentices and/or pre-apprentices.
- (c) The parties adopt and agree to be bound by the terms and conditions of the Agreement and Declaration of Trust establishing the said International Union of Painters and Allied Trades Union & Industry Pension Fund (Canada), including any alterations, additions or amendments thereto, as if original parties thereto, and as if the same formed part of this Agreement.

4.603 Contract Administration Fund (CAF)

- (a) Each Employer, regardless of whether such Employer is a member of CLR, shall contribute thirteen cents (\$0.13) per hour, inclusive of GST, to the CAF, in the manner set forth in Article 5.000. CLR may alter this amount by providing the Union with sixty (60) calendar days' written notice. CLR shall bear any/all costs which may be incurred as a direct result of the Union having to change their Employer monthly remittance report form because of a change in the Employer contribution to the CAF.
- (b) The Union shall collect and forward to CLR, without exception, all monies designated for the CAF and received in accordance with the Employer monthly remittance report. Payment to CLR shall be made by the Union not later than the last day of the month in which such amount was received and shall be accompanied with a summary report that provides hours of work and fund remittances by each Employer working under this Agreement. A designated representative of CLR may inspect, upon appointment, the receipts and records of the Union related to the CAF.

4.604 MPDA Management Fund

(a) Recognition

- (i) The Union recognizes the importance of Employers having a Management Fund to promote the interests of Building Trade Unionized Painting Contractors in the province of British Columbia.
- (ii) The Employers recognize that the Union represents their Employees and shall not in any way be party to any funding that recognizes and/or promotes the interests of either non-union or non Building Trade Union Painting Contractors.
- (iii) In the event that the intent of Article 4.604 (a) (ii) is violated, the parties agree that the requirement for funding as specified in Article 4.604 (b) shall be null and void.

(b) Funding

- (i) The Employer shall contribute ten cents (\$0.10) per hour to the MPDA Management Fund in the set forth in Article 5.000. The foregoing shall apply regardless of whether or not the Employer is a member of MPDA.
- (ii) If a least one (1) painter or apprentice is employed by the Employer during the month, the minimum remittance to the MPDA Management Fund shall be for not less than one hundred fifty (150) hours for the first Employee, plus actual hours for each additional Employee employed.
- (iii) Every Employer who uses the "tools of the trade", and/or performs work ordinarily performed by a journeyman, shall contribute not less than one hundred fifty (150) hours per month to the MPDA Management Fund on behalf of his own working hours. This provision shall apply regardless of whether such Employer is a partner/shareholder, or a single Employer contracting work on his own behalf.

4.605 DC#38 Joint Trade Board Trust Fund

The Employer shall contribute the required amount(s) to the DC#38 Joint Trade Board Trust Fund in the manner set forth in Article 5.000. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within Schedules "B1" through "B3" attached hereto. Refer also to Article 5.000.

4.606 IUPAT Funds**(a) IUPAT Joint Apprenticeship and Training Fund**

The Employer shall contribute five cents (\$0.05) per hour to the IUPAT Joint Apprenticeship and Training Fund in the manner set forth in Article 5.000.

(b) IUPAT Labor Management Cooperation Fund

The Employer shall contribute five cents (\$0.05) per hour to the IUPAT Labor Management Cooperation Fund in the manner set forth in Article 5.000.

4.608 Rehabilitation Plan

The Employer shall contribute two cents (\$0.02) per hour worked to the Rehabilitation Plan in the manner set forth in Article 5.000. The parties shall accept the Trustees of such Plan as appointed by CLR and the BCBCBTU.

4.609 Jurisdictional Assignment Plan (JAP)

The Employer shall contribute one cent (\$0.01) per hour worked to the Jurisdictional Assignment Plan (JAP) in the manner set forth in Article 5.000. The JAP, as agreed to between the BCYT and CLR, shall be binding upon the parties. Notwithstanding the foregoing, where the Employer makes an assignment of work to another constituent union or local union of the BCBCBTU, which is challenged under the JAP, the Union shall not make any claim or bring any independent action for back pay or any other damages through the Umpire, arbitration, or the LRB, unless the Union has obtained a ruling from the Umpire in its favour, in which event the Union shall be entitled to claim damages through collective agreement arbitration for non-compliance with the Umpire's ruling for the period subsequent to the ruling.

4.610 BCBCBTU Fund

The Employer shall contribute one cent (\$0.01) per hour worked to the BCBCBTU Fund in the manner set forth in Article 5.000. Notwithstanding the foregoing, such contribution shall continue only for as long as the Bargaining Council structure continues to exist pursuant to the *Labour Relations Code*.

4.700 Employee Deductions**4.701 Union Dues**

- (a) The Employer shall deduct such hourly/monthly amount(s) for Administrative Dues and/or Basic Monthly Dues and/or the Painting Industry Advancement Fund (PIAF) as directed by the Union, and shall forward such deductions to the Union in the manner set forth in Article 5.000.
- (b) The amount of such deductions shall be as decided, from time to time, by the Union. Notwithstanding the foregoing, the Union shall provide Employers with adequate written notice prior to the implementation of any change in any of the deduction amounts.

4.702 BCYT Fund

The Employer shall deduct five cents (\$0.05) per hour and shall remit such deduction to the BCYT Fund in the manner set forth in Article 5.000.

4.703 Apprentice Trade School Fund

- (a) The Employer shall deduct one dollar (\$1.00) per hour from each apprentice and shall remit such deduction to the Apprentice Trade School Fund in the manner set forth in Article 5.000. Such deduction shall be processed after normal statutory deductions (i.e. income tax, EI premium, CPP premium, etc.) have been made by the Employer.
- (b) The Apprentice Trade School Fund shall be administered by the JTB, and shall be used to defray expenses incurred by the an apprentice while he fulfills the technical training portion of their apprenticeship. Apprentices shall receive all monies owing to them from the Fund each time they commence technical training, or upon termination of their apprenticeship.

4.800 Payment of Wages**4.801 Pay Cheques**

- (a) (i) The Employer shall, at least every two (2) weeks, pay to each Employee all wages, premiums, allowances and annual vacation pay and statutory holiday pay earned by the Employee to a day not more than three (3) working days prior to the date of payment. Electronic banking may be utilized upon mutual agreement between the parties.
- (ii) Each Employee, shall receive with his pay cheque, 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 gross and net pay.
- (b) (i) On alternate weeks, an amount at least equal to the net of one (1) day's gross income less deductions multiplied by the number of days worked since the previous week's pay cheque shall be paid. In the case of a new Employee the amount of the draw to be subject to the number of days worked.
- (ii) The pay statement for this alternate week draw need only list the amount of the cheque. Such amount to be shown as a deduction on the next week's complete pay statement.

4.802 Notice of Layoff or Termination

- (a) After one (1) weeks' employment, one (1) hours' notice of layoff or termination shall be given by the Employer, or one (1) hours' pay shall paid in lieu thereof. Notwithstanding the foregoing, an Employee shall be required to remain on the project in order to be entitled to be paid for that hour.
- (b) In the event an Employee receives notice of layoff or termination after his regular shift, such Employee shall be paid one (1) hours' pay at the otherwise applicable hourly rate (straight time or overtime as the case may be).

- (c) Employees shall be paid wages in full at time of layoff or termination. Such payment shall be made on the project, or arrangements shall be made whereby a cheque will be mailed, or an electronic transfer of funds will be processed, not later than forty eight (48) hours after the time of discharge or layoff. Refer also to Article 4.804.

4.803 Failure to Pay on Time

- (a) The issuing of a cheque by an Employer that is not honoured by such Employer's bank, and/or the failure by an Employer to pay wages when due, shall constitute a violation of this Agreement. In the event such a circumstance should occur, the withdrawing of Employees from the offending Employer by the Union shall not be considered a violation of this Agreement.
- (b) An Employer who issues an NSF payroll cheque(s) shall be liable for, and shall be required to pay, all wages and fringe benefits by certified cheque if requested to do so by the Union.
- (c) An Employee shall be paid eight (8) hours at straight time rates for each day he is kept waiting for pay providing that the Employer has not been prevented from mailing the pay cheque by circumstances beyond their control. The foregoing provision shall only apply to the issuance of an NSF cheque(s), the non electronic transfer of funds, and/or the non issuance of a cheque at time of layoff or discharge.

4.900 Inspection of Records

- 4.901** The Union may, upon written notice to the Employer and during regular business hours, inspect the Employer's records as to the time and payment of wages, annual vacation and statutory holiday pay, Employer contributions, and/or Employee deductions, required pursuant to this Agreement.
- 4.902** Failure by an Employer to comply with Article 4.901 within two (2) business days of receiving a written notice from the Union to do so, shall be just cause for withdrawal of Employees.

ARTICLE 5.000 - MONTHLY REMITTANCES

The timely remittance of Employer contributions and Employee deductions required in accordance with this Agreement is essential for the protection of the Employees and other beneficiaries.

5.100 Monthly Remittances

- 5.101** The Employer shall remit all Employer contributions and Employee deductions required under the terms of this Agreement, on behalf of all Employees working under the terms of this Agreement. Refer to Schedules "B1" through "B3" attached hereto.
- 5.102** Such Employer remittance shall be:
 - (a) made by a single payment, payable to IUPAT District Council 38, inclusive of all obligations arising from hours up to the close of the Employer's payroll ending closest to the last day of the preceding calendar month, and
 - (b) accompanied by a correctly completed Employer's Monthly Report of Contributions, and
 - (c) received by IUPAT District Council 38 not later than the fifteenth (15th) day of the month following that for which such payments are payable.
- 5.103** The Employer shall submit a "nil" report if such Employer had employed no Employees during the period for which payments would otherwise have been payable. Notwithstanding the foregoing, the Employer shall not be required to submit a "nil" report for a period in which no Employees had been employed, if the Union has been notified, in writing, that such Employer is no longer in business.
- 5.104** (a) The Union shall notify an Employer, in writing, of any delinquency. If the Employer fails to correct

such delinquency within three (3) working days of receiving notification thereof, the Union shall require a penalty in the amount of ten percent (10%) of the delinquent remittance.

- (b) The Union's response to the failure of an Employer to remit the total required Employer contributions and Employee deductions shall not differ regardless of which component(s) of such total are not remitted.

5.105 The Union reserves the right to withdraw its members from any project(s) of an Employer's if such Employer has failed to remit all Employer contributions and Employee deductions in accordance with Article 5.100.

5.200 Employer Contributions and Employee Deductions

5.201 All Employer contributions and Employee deductions required under the terms of this Agreement, are deemed, without exception, to be held in trust by the Employer until remitted in the manner set forth Article 5.000.

5.202 Furthermore, such Employer contributions and Employee deductions required under the terms of this Agreement, are also deemed, without exception, to be wages due the Employee, which the Employee has chosen to assign to the respective Plans, and/or Trust Funds, and/or Associations, and/or Councils, and/or Committees, etc., for the purposes of receiving benefits from same.

5.203 (a) The Union shall, once each month after receiving the combined monthly remittance from each Employer, allocate and/or distribute the monies of such combined remittances to the various Plans, Funds, Programmes, Associations, Committees, etc. in the appropriate manner.

- (b) The Union acknowledges that such Plans, Funds, Programmes, Associations, Committees, etc. are entitled to receive such monies, and that such monies are, in fact, held in trust by the Union until properly allocated and/or distributed.

5.300 Calculation of Monetary Package and Wage Rates

5.301 The Union and CLR shall mutually agree on all mathematical calculations involved in determining:

- (a) the breakdown of the Monetary Package,
- (b) hourly wage rates for Foremen and/or apprentices, and/or
- (c) all other job classifications and/or premiums requiring calculation.

5.302 The Union and the JTB shall mutually agree on the format of the Employers Monthly Remittance Report. Notwithstanding the foregoing, such Report shall include, as a minimum, space for the listing of each Employee's name, Social Insurance Number, and number of hours worked at both straight time and overtime. The cost for supplying blank Report copies shall be borne by the Union, except as pursuant to Article 4.603 (a).

5.303 Such mutual agreements referred to in Articles 5.301 and 5.302 shall be reached prior to such information and/or documents being distributed to either the Union membership and/or any Employer signatory to this Agreement.

5.304 Article 5.300 shall not be interpreted to mean that the Union does not retain sole authority to determine allocation of the monetary package.

ARTICLE 6.000 - HOURS OF WORK AND OVERTIME

Regular hours may be varied and/or superceded in accordance with several provisions of Article 6.000. Contact the Union or CLR for further clarification.

6.100 Regular Hours

6.101 Eight (8) consecutive hours shall constitute the regular work day and five (5) days, forty (40) hours shall constitute the regular work week.

6.102 The regular work week shall be between 8:00 am Monday and 4:30 pm Friday, and the regular work day shall be as per the following schedule:

Straight Time:	8:00 am to 12:00 noon	4.0 hours
Meal:	12:00 noon to 12:30 pm	0 hours
Straight Time:	12:30 pm to 4:30 pm	4.0 hours
Total Straight Time Hours:		8.0 hours

6.103 Starting and Stopping Times

- (a) Notwithstanding any/all contrary provisions of this Agreement the starting and stopping time on a project may be varied by one (1) hour earlier or later than the normal 8:00 am start at the Employer's discretion.
- (b) Employees shall be at the work place and ready to start work at the designated starting time, except as may otherwise be provided by this Agreement.

6.104 Clean-Up Time

Employees shall be allowed five (5) minutes immediately prior to each meal break and five (5) minutes immediately prior to quitting time for personal clean-up. These time limits shall be extended up to ten (10) minutes in the case of spray painters and sandblasters. Notwithstanding the foregoing, the Employee must clean-up on the project in order to be entitled to personal clean-up time.

6.105 Notice of Layoff or Termination

Refer to Article 4.802.

6.200 Overtime Hours

All hours worked outside of the regular hours of work shall be considered overtime, and shall be paid at the applicable overtime rate as provided herein.

6.201 Monday through Friday

The first two (2) hours of overtime Monday through Friday shall be paid at one and one-half (1½) times the otherwise applicable minimum straight time hourly wage rate. Double time shall apply thereafter.

6.202 Saturday

- (a) The first eight (8) hours of overtime on Saturdays shall be paid at one and one-half (1½) times the otherwise applicable minimum straight time hourly wage rate. Double time shall apply thereafter.
- (b) Notwithstanding Article 6.020 (a), on Industrial Construction projects only, all overtime on Saturdays shall be paid at double time where the preponderance of other trades working on the project are signatory to Building Trade Union collective agreements and such agreements provide for double time overtime on Saturdays.

6.203 Sunday and Statutory Holidays

All hours worked on Sundays and Statutory Holidays shall be paid at double time.

6.204 Shifts

Double time rates shall apply until a break of eight (8) hours has occurred between working shifts.

6.205 Overtime Meal Breaks

Refer to Article 6.600.

6.300 Compressed Work Week

A compressed work week may be established by the Employer. The terms and conditions of such compressed work week shall be as follows and shall supercede any/all contrary provisions of the Agreement. Refer to Appendix "A" for definition.

6.301 Hours of Work

- (a) Ten (10) straight time hours (8:00 am to 6:30 pm, inclusive of a meal break) shall constitute the compressed work week day shift. Forty (40) straight time hours, Monday through Thursday inclusive, or Tuesday through Friday inclusive, shall constitute the regular work week.
- (b) Ten (10) straight time hours (6:30 pm to 5:00 am, inclusive of a meal break) shall constitute the compressed work week afternoon shift. Forty (40) straight time hours, Monday through Thursday inclusive, or Tuesday through Friday inclusive, shall constitute the regular work week. The applicable shift premium shall apply.
- (c) Notwithstanding Articles 6.301 (a) and (b), the scheduled start time of the shift may be varied by up to one (1) hour earlier or later at the discretion of the Employer.

6.302 Overtime

- (a) The first ten (10) hours of overtime worked on the Friday of a Monday through Thursday compressed work week, or on the Monday of a Tuesday through Friday compressed work week, shall be payable at one and one-half (1½) times the otherwise applicable minimum straight time hourly wage rate.
- (b) The first eight (8) hours of overtime worked on a Saturday shall be payable at one and one-half (1½) times the otherwise applicable minimum straight time hourly wage rate.
- (c) All other overtime hours, including all hours worked in excess of ten (10) hours per day, all hours worked in excess of eight (8) hours on a Saturday, and all hours worked on Sundays and statutory holidays, shall be payable at two (2) times the otherwise applicable minimum straight time hourly wage rate.

6.303 Statutory Holidays

Unless otherwise mutually agreed upon by the parties,

- (a) when a statutory holiday falls on the Friday of a Monday through Thursday compressed work week, such statutory holiday shall be observed on the Thursday.
- (b) when a statutory holiday falls on the Monday of a Tuesday through Friday compressed work week, such statutory holiday shall be observed on the Tuesday.
- (c) when a statutory holiday falls on a regular work day of a compressed work week, such statutory holiday shall be observed on such regular work day.

6.400 Shifts**6.401 Scheduling of Shifts**

- (a) The Employer may schedule an afternoon and/or night shift if/as required. It shall not be necessary for there to be a day shift in order for there to be an afternoon and/or a night shift.
- (b) Two (2) consecutive days shall be necessary to constitute an afternoon shift and three (3) consecutive days shall be necessary to constitute a night shift. Notwithstanding the foregoing, there shall be no minimum number of consecutive days necessary to constitute an afternoon shift and/or night shift on an industrial "shut down" project.

6.402 Shift Premiums

Refer to Article 6.900 for alternative provisions which apply to Occupied Buildings and Commercial/Institutional Repaint Construction.

The Employer shall pay a shift premium over and above the otherwise applicable minimum straight time hourly wage rate to any journey person who is employed on an afternoon or night shift. The minimum straight time hourly wage rate applicable for all other Employee classifications shall be recalculated accordingly. Such shift premium shall be paid in accordance with the following schedule.

Day Shift: No shift premium.

Afternoon Shift: The applicable minimum straight time hourly wage rate shall be increased by seven percent (7.0%) for each hour worked on any shift which commences between 3:30 pm and 8:30 pm. Second and subsequent meal breaks are not considered to be hours worked.

Night Shift: The applicable minimum straight time hourly wage rate shall be increased by sixteen percent (16.0%) for each hour worked on any shift which commences between 8:30 pm and before 12:01 am. Second and subsequent meal breaks are not considered to be hours worked.

Notwithstanding any contrary interpretation of the foregoing schedule, a shift commencing at 3:30 pm shall be deemed to be an afternoon shift and a shift commencing at 8:30 pm shall be deemed to be a night shift. Overtime on afternoon and night shifts shall be payable for all hours of work performed in excess of eight (8) hours per shift.

6.500 Reporting Pay

- 6.501** In the event an Employee reports for work at the request of the Employer but does not commence work, such Employee shall be paid two (2) hours at the otherwise applicable rate.
- 6.502** (a) In the event an Employee reports for work at the request of the Employer and commences work, such Employee shall be paid for actual hours worked or a minimum of four (4) hours, whichever is greater, at the applicable rate(s).
- (b) Notwithstanding Article 6.502 (a), the four (4) hour minimum shall not apply in the event work is suspended because of inclement weather or other such reason(s) completely beyond the control of the Employer, or the Employee refuses to perform, or is found incapable of performing, the work for which the Employer had requested that such Employee be dispatched.

6.600 Rest Periods and Meal Breaks**6.601 Rest Periods**

- (a) Two (2) rest periods of ten (10) minutes duration each shall be provided during a scheduled eight (8)

hour or nine (9) hour shift. Notwithstanding the foregoing, a third rest period of ten (10) minutes duration shall be provided after eight (8) hours if the shift is subsequently extended beyond eight (8) hours or nine (9) hours up to a maximum of ten (10) hours.

- (b) Notwithstanding Article 6.601 (a), only two (2) rest periods shall be provided on a scheduled shift of ten (10) hours, however each such rest period shall be of fifteen (15) minutes duration.
- (c) Rest periods shall be taken at a location determined by mutual agreement between the Employer and the Employees.

6.602 Meal Breaks

- (a) A one-half (½) hour meal break shall be provided during each working shift at approximately the middle of such shift. This break shall not be considered as time worked. Notwithstanding the foregoing, the parties may mutually agree to a one (1) hour meal break, in which case the stopping time of the shift shall be extended by one-half (½) hour.
- (b) When Employees are required to work a shift of more than ten (10) hours duration, the Employer shall provide a meal period of thirty (30) minutes which shall be paid for at straight time rates. The Employer shall also provide a hot meal to the Employees at no cost, or shall pay each Employee a meal allowance of twenty-five dollars (\$25.00) in lieu thereof.

6.700 Climatic Conditions

6.701 Notwithstanding any/all contrary provisions of this Agreement, it shall not be a violation of this Agreement for the otherwise applicable hours of work to be varied with the prior mutual agreement of the parties. Such mutual agreement shall apply only for the project and/or duration which has been specifically agreed upon.

6.702 The following standards shall apply with respect to varying hours because of inclement climatic conditions.

- (a) On projects lasting from one (1) to six (6) months, only one (1) vote shall be allowed in regards to working on the weekend because of inclement climatic conditions.
- (b) On projects lasting from one (1) to twelve (12) months, only two (2) votes shall be allowed in regards to working on the weekend because of inclement climatic conditions.
- (c) On working overtime hours at straight time rates due to inclement climatic conditions, all hours over forty (40) hours per week shall be considered overtime and shall be paid at overtime rates.

6.800 Bridge Repaints

6.801 Application

- (a) Article 6.800 shall apply to all bridge repaint projects on which a room and board or living out allowance would be payable to the Employer's regular Employees in accordance with Article 7.500.
- (b) Article 6.800 supercede any/all contrary provisions of this Agreement. Provisions not specifically superceded by Article 6.800 shall continue to apply.

6.802 Hours Of Work and Overtime

- (a) Forty (40) hours per week, consisting of four (4) days, Monday through Thursday, at ten (10) hours per day.
- (b) All overtime hours worked Monday through Thursday, Saturday, Sunday, and Statutory Holidays, shall be paid at two (2) times the otherwise applicable minimum straight time hourly wage rate.
- (c) The first ten (10) hours of work performed Friday shall be paid a one and one-half (1½) times the

otherwise applicable minimum straight time hourly wage rate. All other hours worked Friday shall be paid at two (2) times the otherwise applicable minimum straight time hourly wage rate.

6.803 Inclement Weather Hour Bank

In recognition of the fact that inclement weather may cause a hardship to both Employers and Employees, the following provision shall apply and take precedence over Article 6.802.

- (a) An Inclement Weather Hour Bank shall be allowed up to a maximum of forty (40) hours. Hours may be drawn from this bank to make up only for hours lost due to inclement weather. Employees shall be allowed to work at straight time rates outside of the regular hours of work in order to establish their hour bank. This does not apply to hours worked on Saturdays, Sundays and Statutory Holidays. This hour bank, if diminished by inclement weather, may be replenished to the forty (40) hours maximum. The provision of the hour bank shall apply only to the specific project on which the hour bank was established.
- (b) If any Employer is found to be in violation of the terms of Article 6.803 (a), all hours worked pursuant to such Article shall be deemed to be overtime and shall be paid at the applicable overtime rate(s).

6.900 Special Hours

Notwithstanding any contrary provision(s) of this Agreement, the following terms and conditions shall apply.

6.901 (a) Occupied Buildings

On Commercial/Institutional Construction projects in an occupied building, the regular hours of work and shifts may be varied to conform to the requirements of the building owner(s) in order to properly proceed with the work. The Employer shall notify the Union prior to commencing work in accordance with the foregoing.

(b) Commercial/Institutional Repair Construction (Saturdays and Sundays)

- (i) The Employer shall notify the Union, in writing, of any/all Commercial/Institutional Repair Construction project which requires work to be performed on a Saturday(s) and/or Sunday(s), and such work shall be performed in accordance with the following terms and conditions.
 - No Industrial Construction work shall be performed under this Article.
 - Hours of work in excess of eight (8) hours per day, forty (40) hours per week, shall be considered overtime and shall be paid at the applicable overtime rate(s).
 - Duplicate time sheets shall be required for all work performed.
- (ii) In the event the Employer violates any/all of the terms and conditions of Article 6.901 (b), all hours worked on Saturday(s) and Sunday(s) shall be considered overtime and shall be paid at the otherwise applicable overtime rate(s).

(c) Premiums

The following provisions shall apply to work performed in accordance with Articles 6.901 (a) and/or (b).

(i) Afternoon Shift

An Employee shall receive a premium of one dollar (\$1.00) per hour over and above the otherwise applicable minimum straight time hourly wage rate for work on the afternoon shift. The afternoon shift shall be eight (8) hours worked continuously between 4:00 pm and 2:00 am, inclusive of a one-half (½) hour meal break. It is mutually agreed that the starting and stopping time may be varied by one (1) hour.

(ii) Night Shift

An Employee shall receive a premium of one dollar and fifty five cents (\$1.55) per hour over and above the otherwise applicable minimum straight time hourly wage rate for work on the night shift. The night shift shall be eight (8) hours worked continuously between 12:00 midnight and 8:30 am, inclusive of a one-half (½) hour meal break. It is mutually agreed that the starting and stopping time may be varied by one (1) hour.

6.902 Commercial/Institutional Repaint Construction (Inclement Weather)

- (a) In recognition of the fact that on exterior work inclement weather may cause a hardship to both parties it is agreed that a make-up day of up to eight (8) hours may be worked at straight time rates to recover time actually lost due to inclement weather.
- (b) The Employer agrees that every effort shall be made to ensure that the make-up day provided for in Article 6.902 (a) is not used when interior work or work under cover is available.
- (c) If an Employer is found to be in violation of Article 6.902, all hours worked on the project shall be deemed to have been worked under the terms and conditions of the Article 4.202 (Commercial/ Institutional New Construction) and the otherwise applicable Commercial/ Institutional New Construction monetary package shall apply.

ARTICLE 7.000 - TRAVEL PREMIUMS AND OUT-OF-TOWN PROJECTS

7.100 Metro Zones**7.101 Defined Metro Zones**

Refer to Appendix "A" for definitions of the following three (3) defined Metro Zones:

- Vancouver-New Westminster Metro Zone
- Victoria Metro Zone
- Nanaimo Metro Zone

7.104 Other Metro Zones

Metro Zones other than those defined in Articles 7.101, 7.1302 and 7.103 shall extend sixteen (16) kilometres out from the boundaries of any city, town, or village.

7.200 Daily Travel

- 7.201** On projects situated beyond the boundaries of the Metro Zones in Articles 7.100, each Employee using his own vehicle shall be paid a daily travel allowance of forty-five cents (\$0.45) per kilometre for mileage driven to and from the Metro Zone limits. Such allowance shall be non-taxable to the extent allowed by the Canada Revenue Agency for mileage expense reimbursements. Contact CLR for clarification.
- 7.202** When it is necessary for an Employee to do a full day's work and travel before and after working hours, such travelling time shall be paid at straight time rates to and from the Metro Zone limits.
- 7.203** As an alternative to the foregoing the Employer may provide transportation in approved passenger-carrying vehicles which conform to public transit standards, with full insurance coverage and operated in compliance with WorkSafe BC regulations, it being understood that in such an event a marshalling point or points shall be established at a place or places agreed to by the parties (prior to the commencement of the project) within the sixteen (16) kilometre distance called for above and that the time spent in travelling to and from such marshalling points to the project site shall be done during regular hours and while the member is on the payroll.

- 7.204** Where a variety of travel distances exist for members to a particular project a pre-job conference between the Employer and the Union shall be held to arrive at a mutually agreed amount which shall be paid to such members on the project.
- 7.205** Where the Union and the Employer have arrived at a mutually agreed travel allowance, such daily travel allowance shall apply in that area for that project.

7.300 Periodic Leave

- 7.301 (a)** On out-of-town projects of over fifty (50) calendar days duration, a Periodic Leave shall be made available to Employees every forty (40) calendar days. Refer to Appendix "A" for definition of an out-of-town project.
- (b)** An allowance for Periodic Leave shall be provided by the Employer on a "use it or lose it" basis, in accordance with the following formula. Such allowance shall be paid only once for each Period Leave.

0 km to 249 km	not applicable
250 km to 500 km	\$ 100.00
501 km to 750 km	\$ 200.00
751 km to 1000 km	\$ 250.00
over 1000 km	\$ 325.00

The mileage shall be computed from the project to the Employee's place of departure.

- 7.302 (a)** The duration of such Periodic Leave shall be for a minimum of five (5) days to a maximum of one (1) week, or such other number of days as may be mutually agreed between the Employer and the Employee.
- (b)** The timing of such Periodic Leave shall be decided by mutual agreement. In no event shall an Employee receive leave unless he actually returns to his place of departure. Living-out allowances shall not be paid during leave periods.
- 7.303** Employees qualifying for leave shall return to the transportation terminal nearest the Employee's domicile. Notwithstanding the foregoing, Employees from Union Locals other than Local 138 shall return to their point of dispatch within the Province of BC.
- 7.304** There shall be no cash payment in lieu of Periodic Leave, unless otherwise mutually agreed between the Union and the Employer.

7.400 Initial and Terminal Travel

- 7.401** The Employer shall pay an initial and terminal travel allowance of forty-five cents (\$0.45) per road kilometre to any Employee who is directed or dispatched to an out-of-town project.
- (a)** Such allowance shall be increased to fifty cents (\$0.50) per road kilometre effective February 1, 2006, and thereafter shall be subject to annual adjustments throughout the duration of the Painters Standard ICI Agreement. More specifically, the maximum allowable tax-free rate for mileage expense reimbursement as published annually by the Canada Revenue Agency shall be paid. Contact CLR for clarification.
- (b)** Such allowance shall be payable each way, and the distance travelled shall be calculated from the Employee's residence to the project via the most direct route.

Refer to Articles 7.402 through 7.406 for further clarification and exceptions.

- 7.402** Notwithstanding Article 7.401, the Employer shall reimburse an Employee, upon the submission of the appropriate receipts, for any/all ferry fares (car and driver) which are incurred in the course of initial and terminal travel. Highway tolls shall not be a reimbursable expense.

- 7.403** Notwithstanding Article 7.401, where an Employee requests to use air travel to travel to the project, the following terms and conditions shall prevail.
- (a) The Employer shall pay for airfare, inclusive of any/all related fees and taxes, plus taxi fare to/from the project from the airport located nearest thereto. Notwithstanding the foregoing, taxi fare shall not be payable where Employer (or Owner) supplied transportation is provided.
 - (b) The Employer shall pre-arrange the air travel to/from the airport nearest the Employee's residence. The air carrier and class of ticket shall be at the discretion of the Employer, but shall be via a regularly scheduled carrier. Notwithstanding the foregoing, the Employer shall not direct an Employee to fly "standby".
 - (c) The Employee shall provide the Employer with the Boarding Pass and proper ground transportation receipts if requested to do so by the Employer.
- 7.404** Notwithstanding any/all contrary provision(s) of Article 7.400, where a variety of travel distances exist for Employees to a particular project, the Employer and the Union may agree upon a standard initial and terminal travel allowance "lump sum" amount which shall be paid to all applicable Employees on the project. Such agreement shall be reached prior to the commencement of work on the project, and prior to date of tender if possible.
- 7.405** The Employer shall ensure that an Employee receives payment for the applicable initial travel allowance and any/all applicable reimbursements for incurred expenses (i.e. ferry fares, etc.) within seven (7) calendar days of the Employee's first shift on the project. Notwithstanding the foregoing, the Union and the Employer may mutually agree to vary this requirement. Such agreement shall be reached prior to the commencement of work on the project, and prior to date of tender if possible.
- 7.406** Notwithstanding any/all contrary provision(s) of this Article, in the event an Employee voluntarily terminates his own employment after having been on the project for less than fifteen (15) calendar days, the Employer shall not be required to pay the Employee's terminal travel allowance, and shall additionally be entitled to deduct the initial travel allowance already paid from the Employee's final pay cheque.

7.500 Out-of-Town Accommodation

This Article shall apply to Employees who are not local residents (refer to Appendix "A" for definition) of the area where the work is being performed, or is to be performed. Daily travel for local residents shall be paid in accordance with Article 7.200.

7.501 Commercial/Institutional Construction (New and Repaint)

Each Employee shall select one (1) of the following options prior to commencing work on an out-of-town project, and such selection shall apply for the duration of the Employee's employment on such project. The choice of options shall be at the sole discretion of the Employee, and the Employee shall provide the Employer with written notice of their selection upon request. Both options shall be payable on the basis of seven (7) days per week.

Option #1 The Employer shall provide the Employee with a daily lump sum Living Out Allowance (LOA).

Option #2 The Employer shall provide the Employee with a single room plus a daily meal allowance.

The amount of the daily lump sum LOA and daily meal allowance shall be as mutually agreed by the Union and the Employer on a "project by project" basis, or, at the Employer's sole discretion, shall be as per the standard which applies to Industrial Construction projects.

7.502 Industrial Construction**(a) Room and Board Allowance**

Each Employee shall select one (1) of the following options prior to commencing work on an out-of-town project, and such selection shall apply for the duration of the Employee's employment on such project. The choice of options shall be at the sole discretion of the Employee, and the Employee shall provide the Employer with written notice of their selection upon request. Both options shall be payable on the basis of seven (7) days per week.

Option #1 The Employer shall provide the Employee with a daily lump sum Living Out Allowance (LOA) of \$90.00. Effective May 1, 2007 this amount shall be increased to \$95.00. Effective May 1, 2009 this amount shall be increased to \$100.00.

Option #2 The Employer shall provide the Employee with a single room plus \$50.00 daily meal allowance. Effective May 1, 2007 this amount shall be increased to \$52.50. Effective May 1, 2009 this amount shall be increased to \$55.00.

If the Employer provided room is forty (40) road kilometres or less from the project, no daily travel allowance shall be paid. If the Employer provided room is more than forty (40) road kilometres from the project, a daily travel allowance of forty-five cents (\$0.45) per road kilometre shall be paid, each way, to/from the forty (40) kilometre boundary.

Such allowance shall be increased to fifty cents (\$0.50) per road kilometre effective February 1, 2006, and thereafter shall be subject to annual adjustments throughout the duration of the Painters Standard ICI Agreement. More specifically, the maximum allowable tax-free rate for mileage expense reimbursement as published annually by the Canada Revenue Agency shall be paid. Contact CLR for clarification.

(b) Camp Accommodation

(i) Camp accommodations, when supplied, shall meet the standards and requirements of the applicable Construction Camp Rules and Regulations Agreement by and between BCYT and CLR. An Employee may refuse to live in accommodations which do not meet such standards.

(ii) Unless otherwise arranged at a pre-tender and/or pre-job conference, on projects where a camp is provided Employees shall occupy the camp, and room and board shall be supplied in such camp seven (7) days a week, at no cost to the Employee.

(c) Weekend Checkout

Any Employee who is living in camp accommodations paid by the Employer may, on any weekend, vacate or check out of such accommodation and the Employer shall pay such Employee twelve dollars (\$12.00) per day. To qualify, the Employee must turn in his meal ticket or sign a checkout in advance, and must work his scheduled shift prior to the weekend and/or statutory holiday and his scheduled shift after the weekend and/or statutory holiday.

(d) Marshalling Points

On camp projects, no walking time shall be paid up to 2,500 feet from the work site. Beyond 2,500 feet up to thirty (30) minutes travel each way, the Employer shall supply transportation. Travel time shall be paid at prevailing rates for time in excess of thirty (30) minutes. It is agreed that in the event that camp accommodation is unavailable for all Employees, the Employer and Union shall mutually agree to terms governing travel time.

(e) Pre Job Conference

The parties shall participate in a pre job conference on any project where such a conference is required.

ARTICLE 8.000 - HIRING

8.100 Hiring and Clearance of Employees**8.101 Hiring**

The Employer hereby agrees to recognize the Union, and to engage and employ only Union members in good standing to carry out the work as outlined in Article 3.100.

8.102 Clearance

In order that the Union have up-to-date information as to the location and employment status of its members, members are required to clear through the Union, either in person or by telephone prior to, or immediately upon, any change of employment status. In order to ensure that this is accomplished, the Employer is responsible to ensure that each new Employee has a clearance slip, or in the situation where the Employee has not cleared in person, that such Employer or the Employee has phoned for clearance. The Union shall immediately clear such Employees upon receiving the above noted phone call.

8.200 Permit Workers

- 8.201** (a) In the event that the Union is unable to supply the Employer with qualified workers within forty-eight (48) hours, the Employer shall have the right to employ permit workers. See also Article 9.102 (c).
- (b) All permit workers shall obtain a dispatch slip from the Union prior to commencing work, and/or prior to proceeding to an out-of-town project.
- (c) Permit workers shall be paid eighty percent (80%) of the applicable journeyman wage rate.
- 8.202** (a) Notwithstanding Article 8.201, the Union retains the right to revoke the dispatch slip for any permit worker, providing such revocation is provided to the Employer in writing and does not interfere with the completion of a shift. See also Article 8.203.
- (b) The Employer shall replace permit workers with Union members within twenty-four (24) hours of receiving written direction from the Union to do so.
- 8.203** Article 8.202 is not applicable to permit workers employed on out-of-town projects for less than thirty (30) calendar days.
- 8.204** Nothing in Article 8.200 shall be interpreted to mean that a Union member is precluded from finding his own job, providing that the clearance requirements of Article 8.100 are otherwise complied with.

8.300 Local Hiring

- 8.301** Where an Employer has contracted work at a location other than where their registered office of business is located and where qualified members of the Union reside, such Employer shall give hiring preference to those local residents based upon the following ratio:
- Three (3) local Employees for every one (1) Employee from Employer's own forces.
- 8.302** It is understood the first two (2) journeymen on a project can be Employee Union Members from the BC business location of the Employer. Any overtime is to be shared equally amongst the Employees on that project. Notwithstanding the foregoing, one (1) of the first two (2) journeymen previously referred to shall be exempt from this provision.
- 8.303** In the event there are insufficient local residents, the Employer shall be able to crew the project with members from elsewhere in the jurisdiction of the Union. A local resident, for the purpose of this Article, is defined as one whose local daily travel costs do not exceed the cost of room and board and who has resided

in that location for a period of forty-five (45) days prior to the start of the project.

- 8.304** When the Employer has a project outside the geographical jurisdiction of the Union in which such Employer's base of business or operations is located, and within the geographical jurisdiction of another Local of the IUPAT, such Employer shall, so far as it is economically feasible, employ Employees in the ratio of fifty percent (50%) from the Union Local in whose geographical jurisdiction the project is located. It is further understood and agreed that the fifty percent (50%) requirement shall not apply to the first two (2) journeyperson Painters employed on the project.

8.400 Withdrawal of Members

The Union reserves the right to withdraw its members from any project(s) of an Employer's if such Employer continues to employ an individual(s) who has failed to join the Union despite being required to do so in accordance with Article 8.000.

ARTICLE 9.000 - APPRENTICES AND PRE-APPRENTICES

9.100 Apprentices

9.101 Classification

Refer to Article 4.402 (a).

9.102 Journeyperson/Apprentice Ratio

- (a) Employers may employ one (1) apprentice for every two (2) journeymen regularly employed. Notwithstanding the foregoing, if only two (2) Employees are employed by an Employer, one (1) of the Employees may be an apprentice.
- (b) The JTB shall have the right to require any Employer who regularly employs more than three (3) journeymen to employ at least one (1) apprentice. These provisions may be changed to suit the ability of individual Employers to train apprentices after review by the JTB.
- (c) Only those Employers complying with the journeyman/apprentice ratio shall be allowed to employ permit workers pursuant to Article 8.200, unless there are no apprentices available. Notwithstanding the foregoing, the JTB retains the right to waive this provision after considering the Employer's record in regard to the training of apprentices.

9.103 Journeyman Supervision

An apprentice shall work under the supervision of a journeyman at all times.

9.104 Administration of Apprenticeship Program

All matters pertaining to the apprenticeship program including funding for training programs shall be the responsibility of the JTB. The cost of administration and coordination of apprentice training shall be provided from the JTB Trust Fund.

9.105 Employer Contributions

All Employer contributions, with the exception of the Employer contribution to the Union Pension Plan, shall be required on behalf of an apprentice.

9.106 Apprentice Trade School Fund Employee Deduction

Refer to Article 4.703.

9.200 Pre-Apprentices**9.201 Purpose**

Pre-apprentices shall be considered a good possible source of future apprentices, and shall be utilized by the Employer to perform such work as described in Article 9.202 (d) as a means of reducing the Employer's crew costs, and in turn, of increasing the Employer's ability to compete in the marketplace.

9.202 Restrictions

Unless otherwise mutually agreed by the parties, in writing, a pre-apprentice shall:

- (a) be a minimum of sixteen (16) years of age as of date of hire.
- (b) obtain Union clearance, in person, prior to commencing employment.
- (c) be permitted to be employed, as a pre-apprentice, for a combined total of no more than nine hundred (900) hours in the industry, regardless of the number of Employer(s) in whose employ such hours have been worked.
- (d) be permitted to perform any/all work governed by the terms of the Agreement. Notwithstanding the foregoing, a pre-apprentice shall not be permitted to perform a combined total of more than three hundred (300) hours of application work, wall coverings, and/or sandblasting during the term of their pre-apprenticeship.
- (e) upon completion of the pre-apprenticeship be registered as a 1st term apprentice and treated accordingly.

9.203 Ratios

There shall be no expressed restriction on the number of pre-apprentices an Employer may employ at any one time, however, notwithstanding the foregoing, the Union shall retain the right to limit, at their discretion, the number of pre-apprentices employed by an Employer, providing such right is exercised only in accordance with the following provisions.

- (a) The Union acknowledges, without exception, that the stated purpose of pre-apprentices is as stipulated in Article 9.201.
- (b) The Union shall not unreasonably, or arbitrarily deny an Employer the right to employ a pre-apprentice.

9.204 Employer Contributions

All Employer contributions, with the exception of the Employer contribution to the Union Pension Plan, shall be required on behalf of a pre-apprentice. Notwithstanding the foregoing, the Employer contribution to the Union Health & Welfare Plan on behalf of a pre-apprentice shall be different than that for other Employee classifications. Refer to Article 4.601 (b) for calculation.

ARTICLE 10.000 - STEWARDS AND UNION REPRESENTATIVES

10.100 Stewards

10.101 Shop and/or Job Stewards shall be recognized on all projects and shall not be discriminated against.

10.102 The Job and/or Shop Superintendent or Foreman shall be notified by the Union of the name/names of such Steward/Stewards and in the event of layoff or reduction in the workforce, such Stewards shall at all times be given preference of continued employment until completion of the work, unless agreed between the parties hereto. Such agreement shall not be reasonably withheld. The provisions of this Article shall not

apply to designated Foremen and those Employees of long service steadily employed.

10.103 Stewards shall be notified prior to Employees working overtime where practicable.

10.104 Reasonable time shall be given to Stewards to carry out their duties.

10.105 Employees serving on Joint Trade Boards and various Union Committees or as Trustees of various Funds covered by the terms of this Agreement shall be allowed time off without pay and at no cost to the Employer to attend to Union business after making arrangements with the Employer.

10.200 Union Business Representatives

Union Business Representatives shall have access to projects at all times and shall make every effort to notify the Employer that they are on site.

ARTICLE 11.000 - TOOLS AND EQUIPMENT

11.100 Employee Supplied

11.101 (a) The tools and equipment outlined in Article 11.102 shall be provided at their own expense by each Employee working in the corresponding classification. In the event of an Employee not having any of these tools and equipment, the Employer may supply same and charge them to the Employee at cost.

(b) An Employee's tools and equipment shall be in good condition upon starting a new project, and shall be kept in good condition on the Employer's time.

11.102 (a) Brush Painters

A suitable grip containing a clean pair of overalls, soft shoes, shave hook, putty knife, square putty knife, razor blade holder, broad knife, screwdriver and hammer, one "Red Devil" brand hand-scraper or similar type, manufactured dust brush, and suitable footwear for steel or industrial work.

(b) Paperhangers and Sheeting Workers

A suitable grip containing a clean pair of overalls, soft shoes, dusting brush, putty knives, broad knives, screwdriver, hammer, straight edge trimmer base and zinc strip, trimmer shears, steel roller, felt roller, measuring equipment, smoothing brush, razor blade holder, chalk line and plumb bob.

(c) Spray Painters and Sandblasters

A suitable grip containing the same tools as a brush painter, plus a pair of pliers and a crescent wrench for the type of equipment being used. Any special spray equipment wrenches to be supplied by the Employer.

11.200 Health and Safety

11.201 The Employer shall supply Employees with the following, at no cost to the Employee:

(a) Spray and sandblast hoods, sterilized respirators with sufficient filters, hand-cleaner and ear protection if and as required by WorkSafe BC regulations. Hoods and respirators are to conform to WorkSafe BC regulations. Employees shall wear hoods and respirators when necessary. Failure to conform may be reason for dismissal by the Employer.

(b) Masks, respirators and/or other protective clothing if and while an Employee is required to work over or with injurious chemicals or other injurious substances.

(c) Protective clothing if and while an Employee is required to work with materials that are more than

ordinarily injurious to clothing.

(d) Spray hoods if and while spray painters are required to spray on interior work.

(e) Hard hats, which shall be returned by the Employee to the Employer upon completion of the project and/or layoff or termination.

11.202 All material, tools and/or equipment, supplied by the Employer shall conform and be utilized in conformity with applicable Provincial and/or Federal legislation and/or regulations. Employer safety rules and regulations shall also be complied with providing they are not inconsistent with the foregoing.

11.203 (a) The Employer reserves the right to deduct from an Employee's pay the cost of any tools and/or equipment in the event of the loss of, or failure to return, such tools and/or equipment.

(b) Any Employee found to have willfully caused damage to an Employer's or customer's tools and/or equipment shall be subject to dismissal, and shall have the cost of such tools and/or equipment deducted from his pay.

11.300 No work shall be done using a roller over ten (10) inches in length, with such size be determined by the length of the roller sleeve.

ARTICLE 12.000 - WORKING CONDITIONS

12.100 Health and Safety

The Employer shall comply with all relevant legislation and/or regulations which govern employment related and/or health and safety matters.

12.101 It shall not be considered a violation of this Agreement should an Employee(s) refuse to work in conditions and/or use equipment that does not meet prescribed safety standards and/or regulations. Refusal of an Employee to abide by WorkSafe BC regulations may be considered just cause for termination.

12.102 Any Employee not using safety equipment or carrying out of safety precautions when instructed to do so by the Employer or the Union, or authorized representatives thereof, shall be subject to discipline or dismissal as deemed appropriate by the parties. Failing agreement, the discipline or dismissal imposed unilaterally by the Employer shall be subject to the grievance procedure.

12.103 Employees involved in an accident while on the project shall receive a full day's pay for the day of the accident providing they require medical treatment by a doctor.

12.104 In the case of an Employee returning from a WorkSafe BC accepted injury occupational illness or disease the Employer agrees to make a "bona fide" effort to re-employ that individual and the Union agrees to assist the Employer in the reclassification of that Employee where necessary. Both parties agree that appropriate safety considerations for the specific Employee and other Employees shall be a factor in any final determination pursuant to this Article.

12.200 Drug and Alcohol Testing

A sub-committee of the parties shall be established to review client requirements and industry standards related to the issue of drug and alcohol testing of Employees. This issue is growing in importance, and the sub-committee shall be authorized to bring forward recommendations. Such recommendations shall be subject to ratification by the parties prior to being implemented.

12.300 Harassment

The Union and the Employer recognize the right of Employees to work in an environment free from harassment.

12.400 Project Facilities

12.401 Telephone

A telephone shall be available to all Employees at all times for incoming or outgoing emergency purposes, and all such incoming messages shall be relayed immediately.

12.402 Drinking Water

Where there is no running tap water available, cool drinking water in approved sanitary containers shall be provided. Paper cups shall also be supplied.

12.403 Lunch/Change Rooms

Where project and climatic conditions require, the Employer shall provide clean and adequately heated lunch and change rooms with benches and tables as warranted by crew size. The area designated for changing and eating shall be kept separate from any material, equipment, tools or workplace storage.

ARTICLE 13.000 - DISTRICT COUNCIL #38 JOINT TRADE BOARD AND TRUST FUND

13.100 Appointment of Trustees

The parties to this Agreement shall appoint six (6) trustees to participate on the District Council #38 Joint Trade Board (JTB). Such trustees shall be appointed in accordance with the following.

13.101 Employer Trustees

- (a) CLR shall appoint three (3) trustees to the JTB. Notwithstanding the foregoing, CLR shall only have sole discretion on the appointment of two (2) such trustees. The third trustee shall be appointed by CLR, but shall be designated for appointment by MPDA and shall not necessarily be a member of CLR.
- (b) The Employers specifically agree that the JTB, and the trustees appointed thereto by CLR shall represent them in all JTB related matters.

13.102 Union Trustees

The Union shall, at their discretion, appoint three (3) trustees to the JTB, and such trustees shall be members of the Union.

13.103 Duration, Notification, and Replacement

- (a) Such appointments shall be for a one (1) year term, and shall be made on an annual basis, effective January 1st. Notwithstanding the foregoing, each appointing party reserves the right to alter its appointment(s) at any time, and for any reason.
- (b) The JTB shall be notified, in writing, of all appointments. If no such written notification is provided by January 1st of any calendar year, the appointments from the previous year shall be deemed to continue.
- (c) In the event an appointment is required mid-term as a result of a trustees' death or resignation, or such other reason as the appointing party may deem appropriate, then such appointment shall be for the period through December 31st of the calendar year in which it was made.

13.200 Trust Agreement

The Trust Agreement which governs the JTB shall apply on all matters related thereto, however, notwithstanding the foregoing, this Agreement shall supercede, on like matters, those terms and conditions contained within the Trust

Agreement, unless otherwise agreed to, in writing, by the parties.

13.300 Training

Ongoing training and upgrading of Employees is of great importance, and the JTB is the appropriate entity to implement and oversee such training and upgrading programs.

13.301 New Programs

Industrial Construction painting and related work, and spray painting are, in particular, two (2) areas in which increased training and upgrading is an immediate priority, and addressing such priority would be of great benefit to all concerned. As a result, the JTB is strongly encouraged to implement, at the earliest possible time, specific training programs to address the specific needs of the Employers and Employees with respect to each of these areas.

13.302 BC Trades Qualification

- (a) Employees who are not classified as apprentices or pre-apprentices, and who do not currently possess a recognized Federal or Provincial Government Tradesperson's Certificate, shall be required to obtain a British Columbia TQ in Painting & Decorating. Failure to do so shall be considered just cause for termination of Union membership and employment. (Refer also to Appendix "C", item 6, of the May 12, 2000 Memorandum of Agreement between the Union and CLR.)
- (b) The JTB shall be responsible for arranging the necessary courses, etc., to facilitate compliance with this Article. The JTB shall also be responsible to review and act on any appeals that may be brought on by Union members who, because of special circumstances such as a language deficiency, reading disability, or similar condition, have not been able to pass the required examination for certification.
- (c) A Standing Committee shall be established whose purpose it shall be to make representation to government to demand compulsory TQ for all painters in the province whether non-union or union, and regardless of union affiliation.
- (d) Appropriate programs shall be arranged to upgrade Union members to obtain TQ. Such payment as may be involved in these programs shall be funded through the District Council 38 JTB Trust Fund.
- (e) The JTB shall furnish to Employers, upon request, lists of courses and time when such courses and instructions were held in compliance with Article 13.302.

13.400 Trust Fund

13.401 The District Council #38 Joint Trade Board Trust Fund (JTB Trust Fund) shall be administered by the JTB in accordance with the Trust Agreement applicable thereto.

13.402 The purposes of the JTB Trust Fund shall be to:

- (a) encourage apprentice applicants to enter the painting trade,
- (b) assist apprentices during annual school training sessions and, in general, to encourage and assist apprentices in all phases of training and education,
- (c) provide upgrading training for Employees,
- (d) develop safety programs designed for the painting industry,
- (e) provide wage and benefit security as per Article 13.000,
- (f) fund all necessary expenses required to achieve Employee compliance with Article 13.300, and

- (g) develop and deliver a WorkSafe BC Employer/Employee Safety and Respirator Awareness Programme. It is the intent of this programme to train all Employers and Employees. As a result, the JTB shall schedule the required courses and shall have the authority to direct all Employers and Employees to attend such courses as a condition of employment.

13.500 General Conditions

- 13.501** The JTB shall work in the mutual interest of the parties and towards the advancement and betterment of the painting trade in BC and the Yukon Territory.
- 13.502** The JTB shall not handle grievances filed pursuant to this Agreement.
- 13.503** The Union agrees to include this Article in any/all other collective agreements they may sign which govern the same Scope of Work and trade jurisdiction.

ARTICLE 14.000 - WAGE AND BENEFIT SECURITY FUND

14.100 Purpose, Funding and Administration

- 14.101** (a) The parties jointly recognize a need to provide a measure of protection to Employees whose earnings or other contractual obligations may be left unsatisfied by reason of default on the part of their Employer.
 - (b) For the purpose of meeting such need, a Wage and Benefit Security Fund (WBS Fund) shall be maintained at twenty five thousand dollars (\$25,000.00).
 - (c) Monies from the WBS Fund shall be made available, as expeditiously as possible, for the satisfaction of legitimate claims presented on behalf of Employees employed under the terms and conditions of this Agreement.
- 14.102** The WBS Fund shall be funded by the JTB Trust Fund, and administered by the JTB.

14.200 Default Employer Liabilities

- 14.201** In the event the JTB makes a payment(s) pursuant to this Article, the default Employer responsible for such payments having to be made shall:
- (a) Pay to the WBS Fund all sums which have been paid on the Employer's behalf, as well as interest at such rate as may be determined by the JTB, from time to time, from the due date until such sums are totally satisfied.
 - (b) Complete and remit any contribution report forms or other related and supporting documents which may be required of the Employer.
 - (c) Pay to the WBS Fund all costs and expenses incurred by the Fund in connection with or arising out of the said payment.
 - (d) Pay to the WBS Fund, on account of liquidated damages, an amount equal to ten percent (10%) of the total of all amounts found to be due and owing to the WBS Fund as aforesaid. All Employers party to, or otherwise bound by this Agreement, acknowledge that the liquidated damages will be used to defer administrative costs resulting from the said delinquency and acknowledge the costs to have been actually incurred, waiving the necessity of any additional proof thereof. Without limiting the generality of the foregoing, the said sum is on account of damages resulting from:
 - (i) Inconvenience and burden imposed upon the JTB, and
 - (ii) Loss of any benefits, monetary or otherwise, to any Employees, and

(iii) Loss of benefit of the use of any Funds, in connection with an Employer's failure to comply with the terms and conditions of this Agreement.

14.202 The JTB is authorized to establish a reasonable and lawful grace period by which amounts owing shall be received.

14.203 (a) If an Employer becomes delinquent in remitting contributions required in accordance with this Agreement, and the JTB places the account in the hands of legal counsel for collection, such delinquent Employer shall be liable for reasonable counsel fees and for all reasonable costs incurred in the collection process including court fees.

(b) The JTB may take any action necessary to enforce payment of contributions and damages due here under including, but not limited to, proceedings at law and in equity.

ARTICLE 15.000 - GRIEVANCE PROCEDURE

15.100 Grievance

15.101 A grievance shall be defined as any difference between the parties to this Agreement concerning the Agreement's interpretation, application, operation, or any alleged violation thereof, including any question as to whether a matter is arbitrable.

15.102 A grievance shall not be considered a grievance unless submitted in writing within ten (10) 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.

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

15.200 Arbitration

Where a difference arises between the parties relating to the interpretation, application, operation, or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, and the parties are unable to resolve the grievance, either of the parties may notify the other party of its desire to submit the difference to arbitration as outlined in Article 15.300 Step 3.

15.300 Resolution Steps

15.301 STEP 1

To solve a grievance, an Employee shall first either themselves, or accompanied by his Steward as they shall choose, discuss with the Employer within five (5) working days of becoming aware of the event, and if they agree, their decision shall be final, providing such decision does not violate this Agreement.

15.302 STEP 2

Failing settlement within five (5) days of the event giving rise under Step 1, the particulars thereof shall, within five (5) days, be set out in writing by the party resorting to this procedure and shall be delivered to the other party and they shall forthwith confer upon the matter and if they agree, their decision shall be final.

15.303 STEP 3

(a) If the grievance is not resolved pursuant to Step 2 within seven (7) days, or such longer period as the parties agree to, then it shall be referred to a single Arbitrator.

(b) Such a single Arbitrator shall be selected by mutual agreement of the parties, and the parties shall meet

for the purpose of mutually agreeing to the selection of a single Arbitrator within two (2) working days of the completion of Step 2. The parties agree to make a sincere effort to reach a mutual agreement with respect to the selection of a single Arbitrator, but reserve the right to mutually agree that it is in their collective best interests to proceed immediately to Step 4.

- (c) The terms of Step 4 (d) and (e) shall also apply where the Grievance has been referred to a single Arbitrator, and where such a single Arbitrator has been mutually agreed to by the parties.

15.304 STEP 4

If the parties are unable to mutually agree to the selection of a single Arbitrator in accordance with Step 3 within four (4) working days of such longer time as the parties agree to, the Grievance shall be referred to an Arbitration Board Panel of three (3).

- (a) The party desiring arbitration shall appoint a member for the board and shall notify the other party in writing of its appointment and particulars of the matter in dispute.
- (b) The party receiving the notice shall within five (5) days thereafter appoint a member to the board and notify the other party of its appointment and particulars of the matter in dispute.
- (c) The two Arbitrators so appointed shall confer to select a third person to be Chairperson and failing for them to agree upon a person willing to act, either of them shall apply to the LRB to appoint such a third person.
- (d) The Arbitration Board shall sit, hear the parties, settle the terms of the question to be arbitrated and make its award within ten (10) days from the date of the appointment of the Chairperson provided the time may be extended by agreement of the parties. The Board shall deliver its award in writing to each of the parties and the award of the majority of the Board shall be the award of the Board and shall be final and binding upon the parties and they shall carry it out forthwith.
- (e) Each party shall pay its own costs and expenses of arbitration, the remuneration and disbursements of its appointees to the Board and one-half (½) the compensation and expenses of the Chairperson and of stenographic and other expense of the Arbitration Board.

ARTICLE 16.000 - MANAGEMENT RIGHTS

16.100 The Employer has the undisputed right to operate and manage its business in all respects subject only to the limitations expressly stated in this Agreement.

16.200 An Employer may initiate a Grievances against the Union and/or any Union member(s), and such Grievance shall commence at Article 15.302.

ARTICLE 17.000 - SAVINGS CLAUSE

17.100 In the event that any provision(s) of this Agreement should be held invalid by operation of law, or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any provision(s) should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such provision(s), other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

17.200 In the event that any provision(s) of this Agreement should be held invalid, or enforcement of, or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such provision(s) during the period of invalidity or restraint.

17.300 In the event the parties do not agree on such a mutually satisfactory replacement, they shall submit the dispute to the grievance procedure in accordance with Article 15.000.

ARTICLE 18.000 - "CLEAN UP" OF AGREEMENT

During the preparation of this Agreement, mutually agreed upon adjustments were made to format and language in order to address/delete redundant provisions, vague language, logic, consistency, and grammar. The parties have agreed to the resulting changes and provisions.

SIGNATURE OF PARTIES

Dated this 31st day of August, 2007.

Dated this 31st day of August, 2007.

Signed on behalf of:
Construction Labour Relations Association of BC

Signed on behalf of:
IUPAT Local #138

Clyde H. Scollan

David Holmes

Dale Bekar

Pat Byrne

SCHEDULE "A1"
MINIMUM STRAIGHT TIME HOURLY WAGE RATES
INDUSTRIAL CONSTRUCTION

	Sept. 1/05	May 1/06	March 1/07	May 1/07	May 1/08	May 1/09	April 1/10
"A" Foreman	30.37	31.49	31.49	32.83	33.95	35.07	35.74
"B" Foreman	29.37	30.49	30.49	31.83	32.95	34.07	34.74
* Journeyperson (100%)	27.37	28.49	28.49	29.83	30.95	32.07	32.74
Apprentice: 6 th Term (80%)			22.79	23.86	24.76	25.66	26.19
5 th Term (75%)			21.37	22.37	23.21	24.05	24.56
4 th Term (70%)			19.94	20.88	21.67	22.45	22.92
3 rd Term (65%)			18.52	19.39	20.12	20.85	21.28
2 nd Term (55%)			15.67	16.41	17.02	17.64	18.01
1 st Term (50%)			14.25	14.92	15.48	16.04	16.37
Annual Vacation and Stat. Holiday Pay	12.0%	12.0%	12.0%	12.0%	12.0%	12.0%	12.0%
	Sept. 1/05	May 1/06	March 1/07	May 1/07	May 1/08	May 1/09	April 1/10
Pre-Apprentice (35%)	9.58	9.97	9.97	10.44	10.83	11.22	11.46
Annual Vacation and Stat. Holiday Pay	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%

* The journeyperson minimum straight time hourly wage rate at the expiry of the 2000-2004 Agreement was \$26.25 per hour.

SCHEDULE "A2"
MINIMUM STRAIGHT TIME HOURLY WAGE RATES
COMMERCIAL/INSTITUTIONAL NEW CONSTRUCTION

	Sept. 1/05	May 1/06	March 1/07	May 1/07	May 1/08	May 1/09	April 1/10
"A" Foreman	29.37	30.49	30.49	31.16	32.05	33.17	33.84
"B" Foreman	28.37	29.49	29.49	30.16	31.05	32.17	32.84
* Journeyperson (100%)	26.37	27.49	27.49	28.16	29.05	30.17	30.84
Apprentice: 6 th Term (80%)			21.99	22.53	23.24	24.14	24.67
5 th Term (75%)			20.62	21.12	21.79	22.63	23.13
4 th Term (70%)			19.24	19.71	20.34	21.12	21.59
3 rd Term (65%)			17.87	18.30	18.88	19.61	20.05
2 nd Term (55%)			15.12	15.49	15.98	16.59	16.96
1 st Term (50%)			13.75	14.08	14.53	15.09	15.42
Annual Vacation and Stat. Holiday Pay	12.0%	12.0%	12.0%	12.0%	12.0%	12.0%	12.0%
	Sept. 1/05	May 1/06	March 1/07	May 1/07	May 1/08	May 1/09	April 1/10
Pre-Apprentice (35%)	9.23	9.62	9.62	9.86	10.17	10.56	10.79
Annual Vacation and Stat. Holiday Pay	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%

* The journeyperson minimum straight time hourly wage rate at the expiry of the 2000-2004 Agreement was \$25.25 per hour.

SCHEDULE "A3"
MINIMUM STRAIGHT TIME HOURLY WAGE RATES
COMMERCIAL/INSTITUTIONAL REPAINT CONSTRUCTION

	Sept. 1/05	May 1/06	March 1/07	May 1/07	May 1/08	May 1/09	April 1/10
"A" Foreman	27.37	28.49	28.49	29.16	30.05	31.17	31.84
"B" Foreman	26.37	27.49	27.49	28.16	29.05	30.17	30.84
* Journeyperson (100%)	24.37	25.49	25.49	26.16	27.05	28.17	28.84
Apprentice: 6 th Term (80%)			20.39	20.93	21.64	22.54	23.07
5 th Term (75%)			19.12	19.62	20.29	21.13	21.63
4 th Term (70%)			17.84	18.31	18.94	19.72	20.19
3 rd Term (65%)			16.57	17.00	17.58	18.31	18.75
2 nd Term (55%)			14.02	14.39	14.88	15.49	15.86
1 st Term (50%)			12.75	13.08	13.53	14.09	14.42
Annual Vacation and Stat. Holiday Pay	12.0%	12.0%	12.0%	12.0%	12.0%	12.0%	12.0%
	Sept. 1/05	May 1/06	March 1/07	May 1/07	May 1/08	May 1/09	April 1/10
Pre-Apprentice (35%)	8.53	8.92	8.92	9.16	9.47	9.86	10.09
Annual Vacation and Stat. Holiday Pay	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%

* The journeyperson minimum straight time hourly wage rate at the expiry of the 2000-2004 Agreement was \$23.25 per hour.

SCHEDULE "B1"
EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

- All remittances for hours of work on Industrial Construction projects shall be calculated and paid on the basis of "hours earned".
- All remittances for hours of work on Commercial/Institutional New Construction projects shall be calculated and paid on the basis of "hours worked".
- All remittances for hours of work on Commercial/Institutional Repaint Construction projects shall be calculated and paid on the basis of "hours worked".

FOREMEN AND JOURNEYPERSONS	Sept. 1/05	Nov. 1/05	Nov. 1/06	Nov. 1/07
<u>EMPLOYER CONTRIBUTIONS:</u>				
* Union Health & Welfare Plan	2.155	2.255	2.355	2.455
* DC#38 Joint Trade Board				
Union Pension Plan	2.500	2.500	2.500	2.500
Contract Administration Fund	0.130	0.130	0.130	0.130
MPDA Management Fund	0.100	0.100	0.100	0.100
IUPAT Labor/Management Cooperation Fund	0.050	0.050	0.050	0.050
IUPAT Joint Apprenticeship and Training Fund	0.050	0.050	0.050	0.050
Rehabilitation Plan	0.020	0.020	0.020	0.020
Jurisdictional Assignment Plan	0.010	0.010	0.010	0.010
BCBCBTU Fund	0.010	0.010	0.010	0.010
Total Employer Contributions	5.025	5.125	5.225	5.325

EMPLOYEE DEDUCTIONS:

Administrative Dues	2.2% of base journeyman wage rate, rounded to the nearest 2 decimal points
Painting Industry Advancement Fund (PIAF)	3.5% of base journeyman wage rate, rounded to the nearest 3 decimal points
BCYT	0.050 per hour
Basic Monthly Dues	\$23.00 per month

- * The parties reserve the right, upon mutual agreement, to adjust/readjust the allocation of the applicable Employer contribution if/as needed. As a result, Employers are advised to contact CLR or the Union for clarification as to how much of the applicable contribution has been allocated to the Union Health & Welfare Plan and how much has been allocated to the DC#38 Joint Trade Board, at any given point in time.

SCHEDULE "B2"
EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

- All remittances for hours of work on Industrial Construction projects shall be calculated and paid on the basis of "hours earned".
- All remittances for hours of work on Commercial/Institutional New Construction projects shall be calculated and paid on the basis of "hours worked".
- All remittances for hours of work on Commercial/Institutional Repaint Construction projects shall be calculated and paid on the basis of "hours worked".

APPRENTICES	Sept. 1/05	Nov. 1/05	Nov. 1/06	Nov. 1/07
EMPLOYER CONTRIBUTIONS:				
* Union Health & Welfare Plan	2.155	2.255	2.355	2.455
* DC#38 Joint Trade Board				
Union Pension Plan	not applicable	not applicable	not applicable	not applicable
Contract Administration Fund	0.130	0.130	0.130	0.130
MPDA Management Fund	0.100	0.100	0.100	0.100
IUPAT Labor/Management Cooperation Fund	0.050	0.050	0.050	0.050
IUPAT Joint Apprenticeship and Training Fund	0.050	0.050	0.050	0.050
Rehabilitation Plan	0.020	0.020	0.020	0.020
Jurisdictional Assignment Plan	0.010	0.010	0.010	0.010
BCBCBTU Fund	0.010	0.010	0.010	0.010
Total Employer Contributions	2.525	2.625	2.725	2.825

EMPLOYEE DEDUCTIONS:

Administrative Dues	2.2% of base wage rate, rounded to the nearest 2 decimal points
Painting Industry Advancement Fund (PIAF)	3.5% of base wage rate, rounded to the nearest 3 decimal points
BCYT	0.050 per hour
Apprentice Trade School Fund	1.000 per hour
Basic Monthly Dues	\$23.00 per month

- * The parties reserve the right, upon mutual agreement, to adjust/readjust the allocation of the applicable Employer contribution if/as needed. As a result, Employers are advised to contact CLR or the Union for clarification as to how much of the applicable contribution has been allocated to the Union Health & Welfare Plan and how much has been allocated to the DC#38 Joint Trade Board, at any given point in time.

SCHEDULE "B3"
EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

- All remittances for hours of work on Industrial Construction projects shall be calculated and paid on the basis of "hours earned".
- All remittances for hours of work on Commercial/Institutional New Construction projects shall be calculated and paid on the basis of "hours worked".
- All remittances for hours of work on Commercial/Institutional Repaint Construction projects shall be calculated and paid on the basis of "hours worked".

PRE-APPRENTICES	Sept. 1/05	Nov. 1/05	Nov. 1/06	Nov. 1/07
<u>EMPLOYER CONTRIBUTIONS:</u>				
* Union Health & Welfare Plan	Contact Union or CLR.	Contact Union or CLR.	Contact Union or CLR.	Contact Union or CLR.
* DC#38 Joint Trade Board	Contact Union or CLR.	Contact Union or CLR.	Contact Union or CLR.	Contact Union or CLR.
Union Pension Plan	not applicable	not applicable	not applicable	not applicable
Contract Administration Fund	0.130	0.130	0.130	0.130
MPDA Management Fund	0.100	0.100	0.100	0.100
IUPAT Labor/Management Cooperation Fund	0.050	0.050	0.050	0.050
IUPAT Joint Apprenticeship and Training Fund	0.050	0.050	0.050	0.050
Rehabilitation Plan	0.020	0.020	0.020	0.020
Jurisdictional Assignment Plan	0.010	0.010	0.010	0.010
BCBCBTU Fund	0.010	0.010	0.010	0.010
Total Employer Contributions	Contact Union or CLR.	Contact Union or CLR.	Contact Union or CLR.	Contact Union or CLR.

EMPLOYEE DEDUCTIONS:

Administrative Dues	2.2% of base wage rate, rounded to the nearest 2 decimal points
Painting Industry Advancement Fund (PIAF)	3.5% of base wage rate, rounded to the nearest 3 decimal points
BCYT	0.050 per hour
Basic Monthly Dues	\$23.00 per month

- * The parties reserve the right, upon mutual agreement, to adjust/readjust the allocation of the applicable Employer contribution if/as needed. As a result, Employers are advised to contact CLR or the Union for clarification as to how much of the applicable contribution has been allocated to the Union Health & Welfare Plan and how much has been allocated to the DC#38 Joint Trade Board, at any given point in time.

APPENDIX "A" - DEFINITIONS AND ABBREVIATIONS (PAGE 1 OF 2)

The following definitions and abbreviations shall be applicable to the interpretation of this Agreement.

1. **BCBCBTU:**
Bargaining Council of British Columbia Building Trade Unions
2. **BCYT:**
British Columbia and Yukon Territory Building and Construction Trades Council
3. **Commercial/Institutional Construction:**
Stores, office buildings, schools, restaurants, law courts, filling stations, garages, hotels, banks, business offices, insurance agencies, theatres, municipal office buildings, fire stations, dairies, dry cleaners, car lots, markets, barber and beauty shops, health centres, hospitals, printing offices, depots, churches, swimming pools, recreation centres, bowling alleys, places of amusement, first aid stations, correctional facilities, funeral homes, shopping centres and other like structures or buildings not of an industrial or residential nature. The parties agree that the foregoing definition does include offices, etc. located within plants or facilities of an industrial nature.
4. **CLR:**
Construction Labour Relations Association of British Columbia
5. **Compressed Work Week:**
A compressed work week must prevail for a minimum of a least one (1) complete cycle of four (4) consecutive days, Monday through Thursday, or Tuesday through Friday inclusive, in order to be deemed to be a properly constituted compressed work week. Notwithstanding the foregoing, the parties acknowledge that hiring, layoff and/or project completion will often occur mid way through a cycle. To that end, the deciding factor when determining whether or not an individual has been employed on a properly constituted compressed work week shall be whether or not the preponderance of the crew working the compressed work week worked for a minimum of a least one (1) complete cycle. For example, if four (4) individuals were employed throughout two (2) complete compressed work week cycles, and a fifth individual was employed only for the last day of the second cycle, the fifth individual would nevertheless be deemed to have worked on a properly constituted compressed work week.
6. **Employee:**
Any individual who is a member of the Union, and/or such other person employed by the Employer under the terms of this Agreement.
7. **Employer:**
Any individual, business, partnership, company, corporation, or other similar entity, signatory to this Agreement. Where the term Employer is used within this Agreement, and the context of such usage makes it appropriate and logical to regard this term as a reference to a person, as opposed to a legal entity, then such usage shall be considered to refer to an authorized representative of the Employer.
8. **Gender:**
Wherever the words "man", "men", "he" or "his" are utilized in this Agreement they shall be considered to apply equally to both genders (i.e. male and female).
9. **Hours Earned:**
 - 1 straight time hour = 1 hour earned
 - 1 time and one-half overtime hour = 1½ hours earned
 - 1 double time overtime hour = 2 hours earned
10. **Hours Worked:**
 - 1 straight time hour = 1 hour worked
 - 1 time and one-half overtime hour = 1 hour worked
 - 1 double time overtime hour = 1 hour worked

APPENDIX "A" - DEFINITIONS AND ABBREVIATIONS (PAGE 2 OF 2)

11. Industrial Construction:

Shall include all work performed under the Scope of Work of this Agreement, on factories, mills, manufacturing plants, refineries, processing, pumping and storing, and power plants, on steel or wood structures, to include all industrial equipment or appurtenances thereto, such as pipes, flumes, penstocks, (inside or out) boilers, storage tanks, brackets, hangers and motors, work on bridges, tanks, towers, stacks, vessels, gantries, cranes, and rigging. All work in tunnels, shafts, silos and penstocks, rubber sheeting, tank lining and other non-metallic sheetings, all building cleaning and/or any work not classified as residential or commercial. The parties agree that the foregoing definition does not include commercial/institutional work performed within plants or facilities of an industrial nature.

12. IUPAT:

International Union of Painters and Allied Trades

13. Local Resident:

A local resident shall be defined to mean any person residing within one hundred (100) kilometres by road of the project or, where ferry travel is involved, within seventy-five (75) minutes travel time including ferry travel and road kilometres, and who has resided at a permanent address for a period of forty-five (45) calendar days in any city, town, village or district where the work is being performed.

14. Metro Zone: Vancouver-New Westminster

The Vancouver-New Westminster Metro Zone shall extend to the exterior boundaries of West Vancouver, North Vancouver, University Area, Richmond, Delta, White Rock, east along United States border to Highway 11, north on Highway 11 to Fraser River, east along Fraser River to the eastern border of Mission, north along the eastern border of Mission to Stave Lake, then in a direct line west across to the southern most point of Alouette Lake, continuing in a direct line to Indian Arm across the northern most point of Sasamat Lake to Bedwell Bay.

Metro Zone: Victoria

The Victoria Metro Zone shall extend to the area south and east of a line drawn from the mouth of Muir Creek, to the height of land on the Malahat including the Saanich Peninsula.

Metro Zone: Nanaimo

The Nanaimo Metro Zone shall extend to the area between Chemanius on the South and Qualicum on the North. Without expanding, limiting, or changing in any way the above, the area in general is from Vancouver Island's East Coast inland to include the built-up areas. Ladysmith, Nanaimo, Parksville, Qualicum and Chemanius are included. The precise area is as drawn on the maps signed by the parties.

15. MPDA:

Master Painters and Decorators Association of British Columbia

16. Out-of-Town Project:

An out-of-town project shall be defined as any project to which an Employee does not travel daily from his residence. Notwithstanding the foregoing, any project that is located more than two (2) hours travel, each way, from an Employee's residence, any project to which it is not practical for the Employee to travel daily from his residence, and any project to which it is not cost effective for the Employer if the Employee travels daily from his residence, shall be defined as an out-of-town project. Notwithstanding any/all contrary provision(s) of this Agreement, any project located within either the Lower Mainland or Greater Victoria shall not be defined as an out-of-town project.

17. Union:

IUPAT Local 138 and/or any other such IUPAT Local as may be established whose membership per forms ICI Painting work as governed by the terms of this Agreement. Where the term Union is used within this Agreement, and the context of such usage makes it appropriate and logical to regard this term as a reference to a person, as opposed to a legal entity, then such usage shall be considered to refer to an authorized representative of the Union.

18. WorkSafe BC:

Workers' Compensation Board of BC

APPENDIX "B" - SCOPE OF WORK

The Union claims the following as its scope of work.

- A.** Shall be described as but not limited to the application and/or removal of protective and/or decorative coatings which might be referred to as paints, which in the general sense are: paints, stains, varnishes, emulsions, bituminous coatings and other organic coatings or inorganic coatings or fire protective cable coatings, which are applied in the same manner as paints or plastics or mastics, hypalon coatings, fibreglassing and caulking, clear sealer application-the application of fusion bonded plastics, application of all seamless floor coatings, savorizing monolithic floor coatings, sandblasting, for decorative purposes and all other types of sandblasting, the filling of sandpots, the application of materials, coatings, sealers for the purpose of primary or secondary containment of hazardous waste, all phases of metallizing, the application of underwater coatings, all marking, stencilling on equipment, machinery, etc., with paint, adhesive stickers or spray bomb, the use of reflective tapes in their field of work and the application of all other materials used in the various branches of the Trade and the operations of all equipment used in order to perform work under the scope of this Agreement.
- B.** The hanging of all wall coverings applied with paste or other adhesives, such as papers, cottons, muslins, burlap, grass cloth, vinyl wall coverings, epoxy resin combination coverings, cambric - backed wood veneer wall coverings and all other wall coverings including the application of rubber sheeting for tank lining and the application of gold or silver and all other metal leaf, carpeting material when applied to walls and ceilings, tapestries, etc.
- C.** All incidental preparatory work necessary to carry out work outlined above, such as patching small defects in surfaces, puttying, sanding, rubbing, cleaning surfaces with steam or other processes, to include hydrojet cleaning (high pressure water), sandblasting, pickling, bleaching, buffing, scaling, machine and manual scraping, flame cleaning, the application of cleaning fluids, rust inhibitors, taping, covering surfaces for their protection from paint, etc., including the use of miscellaneous hand and power driven tools of the Trade, the erection and dismantling of scaffolding coming under this Scope of Work, necessary maintenance of tools and equipment required for work coming under this jurisdiction, the application of all sealers inside or outside, the application of all colour code distinguishing marks and the application of all protective and decorative coatings on all piping, insulated or otherwise, and the removal and/or abatement of lead based paints and/or coatings.
- D.** Building cleaning is defined as the process of removing dirt, stain or discolouration or any unwanted films by use of manually operated scrubbing techniques or by power operated machines or equipment, such as steam blast, water jet blast and/or such other process as will suffice to accomplish the cleaning of buildings, ships, structures, etc.