

# **PAINTERS STANDARD COMMERCIAL/INSTITUTIONAL AGREEMENT**

**By and Between:**

**IUPAT District Council #38 (DC#38)**

(On behalf of its affiliated Local Unions)

(Hereinafter referred to as the "Union")

**And:**

**Construction Labour Relations  
Association of B.C. (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 01, 2010 to April 30, 2014**

(Effective on all hours worked from January 01, 2014  
onward. Refer to Article 16.000 for clarification.)

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**ARTICLE 1.000 - OBJECTS**

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The objects of this Agreement are to establish fair, reasonable and safe working conditions which will provide a mutually beneficial employment relationship between employees and Employers; an effective training strategy which will contribute to the development of a qualified and multi-skilled workforce that will elevate the trade; a mutually agreed upon method to facilitate the peaceful resolution of all disputes and grievances; prevent strikes and lockouts; and to avoid unnecessary waste of time and expense in the settlement of disputes connected with the industry.

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**ARTICLE 2.000 - EFFECTIVE DATE AND DURATION**

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- 2.100** This Agreement shall be for the period from and including May 1, 2010, to and including April 30, 2014, 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 such Agreement, which is April 30, 2014, or immediately preceding the last day of April in any year thereafter, by written notice to require the other party to such 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 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.

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**ARTICLE 3.000 - EXTENT**

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**3.100 Recognition**

The Employer recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit, and the Union recognizes CLR as the exclusive bargaining agent for all CLR members who have authorized the Association to sign this Agreement on their behalf.

**3.200 Management Rights and Subcontracting**

The Employer has the right to operate and manage its business in all respects, including subcontracting, subject only to the limitations expressly stated within this Agreement. Refer to the parties' Letter of Understanding Re: Subcontracting for details regarding limitations on subcontracting. Copies of such Letter of Understanding can be obtained from either the Union or CLR.

**3.300 Application, Work Jurisdiction and Affiliation**

Without restricting Article 3.000 in any way, the parties expressly agree to the following.

**3.301 Application**

This Agreement shall only govern commercial and/or institutional work which is within the work jurisdiction of the painters and which is being performed by bargaining unit members who are employees of the Employer on a project. Refer also to Article 3.302.

**3.302 Work Jurisdiction**

- (a) The work jurisdiction of the painter shall be determined from time to time by the Umpire of the Jurisdictional Assignment Plan.
- (b) All work performed within the work jurisdiction of the painter shall be performed by a member of the Union unless otherwise permitted in accordance with this Agreement. Notwithstanding the foregoing, one (1) employer representative who is not a member of the Union shall be permitted to work and/or provide direction on a project.

**3.303 Affiliation**

- (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 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.
- (b) Notwithstanding Article 3.303 (a), the Union shall not restrict/limit, in any way or for any reason, an Employer's right to contract for work on a project and to complete such work in a cost efficient manner. The foregoing shall apply regardless of the union affiliation, or lack thereof, of any individual who may also be working on such project, and/or the work such individual(s) may be performing.
- (c) Without restricting/limiting the application of Article 3.303 (b), the Union shall not attempt to exert pressure upon an Employer for performing work on any project, nor shall the Union withdraw its members from any project or threaten to do so, unless otherwise permitted by the Labour Relations Code.

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**ARTICLE 4.000 - MONETARY PACKAGE**

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**4.100 Monetary Package****4.101 Breakdown**

Refer to Schedules "A1" and "A2".

**4.102 Letter of Understanding**

Refer to the parties' Letter of Understanding Re: Monetary Package for details regarding the distribution of increases from prior settlements. Copies of such Letter of Understanding can be obtained from either the Union or CLR.

**4.103 Industrial Construction**

Refer to the Painters Standard Industrial Agreement for details regarding the terms and conditions which are applicable to work performed on an industrial construction project. Copies of the Painters Standard Industrial Agreement can be obtained from either the Union or CLR.

**4.200 Allocation of Monetary Package**

No monies may be transferred from the wage package (inclusive of wages plus annual vacation and statutory holiday pay) to Employer contributions (inclusive of the Union Benefit Plan, the Union Pension Plan, and all other Employer contributions) without the prior mutual agreement, in writing, of the parties. Such mutual agreement shall not be unreasonably withheld.

**4.300 Wages and Premiums****4.301 Minimum Straight Time Hourly Wage Rates**

- (a) The schedules of minimum straight time hourly wage rates as provided for within Schedules "A1" and "A2" shall apply to all work performed in accordance with this Agreement. Notwithstanding the foregoing, refer to Articles 4.302 and 4.303 for important clarifications and exceptions.
- (b) Notwithstanding Article 4.301 (a), a premium of sixty cents (\$0.60) per hour earned shall apply to the minimum Certified Journeyman straight time hourly wage rate(s) for all work performed in northern BC. For the purposes of this Article only, northern BC shall be defined as inclusive of Williams Lake and all areas of BC located north thereof. Copies of the applicable monetary package breakdown sheet(s) for this region can be obtained from the Union.

**4.302 Premiums**

- (a) An employee shall receive a premium of one dollar (\$1.00) per hour worked when performing paperhanging, wall covering, or other sheeting work.
- (b) An employee shall receive a premium of one dollar and fifty cents (\$1.50) per hour worked when performing spray painting, sandblasting, or building cleaning (by steam or other process).
- (c) An employee shall receive a premium of fifty cents (\$0.50) per hour earned

when working on a swing stage and/or in a bosun chair.

#### **4.303 Piece Work Compensation**

Refer to the parties' Letter of Understanding Re: Piece Work Compensation for details regarding the Employer's right to compensate an employee(s) on a "piece work" as opposed to "hourly wage rate" basis. Copies of such Letter of Understanding can be obtained from either the Union or CLR.

#### **4.400 Employee Classifications**

Unless otherwise restricted elsewhere within this Agreement, all employee classifications shall be entitled to receive annual vacation pay, statutory holiday pay, overtime premiums, shift premiums, travel allowances and any/all other premiums and/or allowances provided pursuant to this Agreement.

##### **4.401 Foreman**

A Foreman shall be defined as an employee who issues orders or gives direction to other employees. All direction given to an employee(s) shall be provided by the Foreman to whom such employee(s) is/are regularly assigned.

###### **(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.

###### **(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.

##### **4.402 Certified Journeyperson (CJP)**

A Certified Journeyperson (CJP) shall be defined as an individual who has obtained a valid Painters TQ certificate. The minimum straight time hourly wage rate for a CJP shall be as provided for within Schedules "A1" and "A2".

##### **4.403 Uncertified Painter (UCP)**

An Uncertified Painter (UCP) shall be defined as an individual who does not possess a valid Painters Red Seal endorsement, is not registered as a duly indentured Painter Apprentice within Canada, and is not employed as a Pre-

Apprentice in accordance with Article 4.405.

- (a) There shall be six (6) Uncertified Painter (UCP) classifications. The Employer shall retain the sole discretion to determine the appropriate classification for each UCP after having judged such individual's competency, merit and ability.
- (b) The minimum straight time hourly wage rate for an UCP shall be the applicable percentage of the applicable Certified Journeyman minimum straight time hourly wage rate on the project.
 

Level 1 UCP = 50%	Level 4 UCP = 70%
Level 2 UCP = 55%	Level 5 UCP = 75%
Level 3 UCP = 65%	Level 6 UCP = 80%
- (c) The Union shall not impede an Employer's ability to employ a UCP(s). Nor shall the Union discourage any Employer from exercising the right to do so.
- (d) Refer to Schedules "A1", "A2", "B1" and "B2" for a breakdown of the six (6) UCP monetary packages.

#### 4.404 Apprentice

An Apprentice shall be defined as an individual who is registered as a duly indentured Painter Apprentice within Canada.

- (a) There shall be six (6) Apprentice classifications. The Employer shall employ a minimum of one (1) Apprentice, and the maximum ratio shall be one (1) Apprentice for every one (1) Journeyman. Such ratio shall apply on a company wide basis.
- (b) The minimum straight time hourly wage rate for an Apprentice shall be the applicable percentage of the applicable Certified Journeyman minimum straight time hourly wage rate on the project.
 

6 <sup>th</sup> Term Apprentice	A6	5,001 hours to 6,000 hours	80%
5 <sup>th</sup> Term Apprentice	A5	4,001 hours to 5,000 hours	75%
4 <sup>th</sup> Term Apprentice	A4	3,001 hours to 4,000 hours	70%
3 <sup>rd</sup> Term Apprentice	A3	2,001 hours to 3,000 hours	65%
2 <sup>nd</sup> Term Apprentice	A2	1,001 hours to 2,000 hours	55%
1 <sup>st</sup> Term Apprentice	A1	0 hours to 1,000 hours	50%
- (c) The applicable Painter Apprentice training program shall be determined from time to time by the Finishing Trades Institute of BC, but shall generally include 6,000 hours of practical training, consisting of six (6) terms of 1,000 hours per term. In addition to such practical training, each Apprentice shall also successfully complete three (3) terms of technical training and achieve a Painters Red Seal endorsement prior to becoming a Certified Journeyman.

Notwithstanding the foregoing, an Apprentice shall not be permitted to advance to 4<sup>th</sup> Term without successfully completing at least one (1) term of technical training, and not be permitted to advance to 6<sup>th</sup> Term without successfully completing at least two (2) terms of technical training.

- (d) Notwithstanding Articles 4.404 (b) and (c), no Apprentice shall have his/her wage package (i.e. base rate + vacation pay and statutory holiday pay) reduced as a result of the implementation of this Agreement.
- (e) Refer to Schedules "A1", "A2", "B1" and "B2" for a breakdown of the six (6) Apprentice monetary packages.

#### **4.405 Pre-Apprentice**

A Pre-Apprentice may perform all work within the jurisdiction of the painter, however no Employer shall employ an individual as a Pre-Apprentice for more than one thousand (1,000) hours.

- (a) The parties recognize the importance of recruiting future Apprentices. The Pre-Apprentice classification provides the opportunity to expose new workers to the industry and to determine their suitability. A Pre-Apprentice shall, in the case of competent workers, be a possible source of future Apprentices.
- (b) The minimum straight time hourly wage rate for a Pre-Apprentice shall be thirty-five percent (35%) of the applicable Certified Journeyman minimum straight time hourly wage rate on the project.
- (c) Refer to Schedules "A1", "A2", "B1" and "B2" for a breakdown of the Pre-Apprentice monetary packages.

#### **4.500 Annual Vacation and Statutory Holidays**

##### **4.501 Vacation Pay and Statutory Holiday Pay**

Annual vacation pay and statutory holiday pay shall be combined at the total 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.

##### **4.503 Statutory Holidays**

- (a) The following statutory holidays shall apply to all work governed by this



Agreement. Refer also to Article 4.503 (b), Article 6.303 and Appendix "C".

New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, the Friday preceding BC Day, BC Day, the Friday preceding Labour Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and/or any other day so proclaimed by the federal and/or provincial government. When a statutory holiday falls on a Saturday or Sunday, the following working day(s) shall be observed.

- (b) Notwithstanding Article 4.503 (a), 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.
- (c) All work performed on statutory holidays, or days observed in place thereof, shall be paid for at two (2) times the otherwise applicable straight time hourly wage rate. No work shall be performed on Labour Day.

#### **4.600 Employer Contributions**

The schedules of Employer contributions as provided for within Schedules "B1" and "B2" shall apply to all work performed in accordance with this Agreement. All Employer contributions shall be calculated on the basis of hours worked.

##### **4.601 Union Benefit Plan**

The Employer shall contribute the required amount(s) to the Union Benefit 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" and "B2".

##### **4.602 Union Pension Plan**

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" and "B2". No Employer contribution to the Union Pension Plan shall be required on behalf of an Uncertified Painter, Apprentice and/or Pre-Apprentice.

##### **4.603 Joint Trade Society (JTS)**

The Employer shall contribute the required amount(s) to the Joint Trade Society (JTS) 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" and "B2". No Employer contribution to the JTS shall be required on behalf of an Uncertified Painter and/or Pre-Apprentice.

**4.604 CLR Contract Administration Fund (CAF)**

- (a) The Employer shall contribute twelve cents (\$0.12) per hour worked, 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 result of having to change the monthly report to the administrator 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 monthly report to the administrator. 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.

**4.605 Master Painters and Decorators Association (MPDA)**

- (a) The Employer shall contribute ten cents (\$0.10) per hour worked to the MPDA in the manner set forth in Article 5.000. The MPDA may alter this amount by providing the Union with sixty (60) calendar days written notice.
- (b) The Union shall collect and forward to the MPDA, without exception, all monies designated for the MPDA and received in accordance with the monthly report to the administrator. Payment to the MPDA 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.

**4.606 BC Construction Industry Rehabilitation Plan (CIRP)**

The Employer shall contribute two cents (\$0.02) per hour worked to the CIRP in the manner set forth in Article 5.000.

**4.607 Jurisdictional Assignment Plan (JAPlan)**

The Employer shall contribute one cent (\$0.01) per hour worked to the JAPlan in the manner set forth in Article 5.000. The JAPlan, 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 JAPlan, 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.

#### **4.608 BCBCBTU**

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

#### **4.700 Employee Deductions**

The Employer shall process employee deductions (e.g. Union Dues, DC#38 Organizing and Administration Fund, PIAF, Apprenticeship Trade School Fund, etc.) in such amount(s) as the Union directs and shall forward such deductions 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" and "B2". The Union may alter such amount(s) by providing the Employer with sixty (60) calendar days written notice.

#### **4.800 Payment of Wages**

**4.801** The Employer shall, at least every second Friday, 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 seven (7) calendar days prior to the date of payment. If a statutory holiday falls on the regular pay day, payment shall be made the preceding day. Payment shall be made during working hours and may be made by cheque or electronic deposit.

**4.802** The Employer shall pay all monies (i.e. wages, annual vacation pay, statutory holiday pay, etc.) which are owing to an employee at the time of termination of employment. Alternatively, in the event the Employer is unable to pay all monies which are owing to an employee at the time of termination of employment, such monies shall be paid as quickly as reasonably possible thereafter but in no event later than seven (7) calendar days or in conjunction with the Employer's next regularly scheduled payroll, whichever comes first.

**4.803** The Employer shall provide a separate or detachable itemized statement with each pay, clearly showing the: (i) employee's name, (ii) number of straight time hours worked and wage rate(s) paid for such hours, (iii) number of overtime hours worked and wage rate(s) paid for such hours, (iv) premiums, (v) allowances, (vi) annual vacation and statutory holiday pay, and (vii) total deductions from gross earnings. Such statement may be provided electronically via email.

**4.804** Where an employee is not paid in accordance with Articles 4.801 and 4.802, such employee shall be deemed to be still on the payroll of the Employer and shall receive his/her usual wages and conditions until there is compliance with the conditions.

**4.900 Bonding and Payroll Failures**

- 4.901** Before Union members are dispatched to any Employer who has not been signatory with the Union for a minimum of two (2) years, such Employer may be required to deposit a bond suitable to the Union, up to fifteen thousand dollars (\$15,000.00) for use in default of payment of wages, annual vacation pay, statutory holiday pay, Employer contributions and/or employee deductions required in accordance with this Agreement. When no longer required such bond shall, by mutual consent of the Union and the Employer concerned, be terminated.
- 4.902** Where there have been instances of payroll failures by an Employer, or the principals or directors thereof, or payroll requirements have not been met, the Union shall have the right to inspect such Employer's payroll, and/or require the posting of a suitable bond, and/or require that payment of wages and other payroll requirements be made by cash or certified cheque.

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**ARTICLE 5.000 - MONTHLY REMITTANCES**

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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 General Provisions**

- 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" and "B2".
- 5.102** Such Employer remittance shall:
- (a)** be made by a single payment, payable to the Union designated Plan Administrator, 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)** be accompanied by a correctly completed monthly report to the administrator, and
  - (c)** be received by the Union designated Plan Administrator not later than the fifteenth (15th) day of the month following that for which such payments are payable.
- 5.103** **(a)** The Union designated Plan Administrator shall, once each month after receiving the combined monthly remittance from each Employer, allocate and/or distribute the monies of such combined remittance to the various Plans, Funds, Organizations, etc. in the appropriate manner. The Union acknowledges that such Plans, Funds, Organizations, 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.

- (b)** Notwithstanding Article 5.103 (a), the Union may deduct a monthly administration handling fee from each amount to be allocated and/or distributed, providing such fee does not exceed five percent (5%), to a maximum of one hundred dollars (\$100.00), of the amount to be allocated and/or distributed.

### **5.200 "Nil" Reports**

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.

### **5.300 Delinquent Remittance**

**5.301** In the event the Employer fails to remit Employer contributions and/or employee deductions in the manner set forth in Article 5.000, the Union may, at its sole discretion, take any economic action it deems necessary against such Employer, and such action shall not be considered a violation of this Agreement.

**5.302** The Union shall advise the Employer within forty-eight (48) hours in writing of any delinquency. If the Employer fails to respond within forty-eight (48) hours of receipt of notification, exclusive of Saturday, Sunday and statutory holidays, the Union may, at its sole discretion, require a ten percent (10%) penalty of the amount of the late payment.

### **5.400 Monthly Report to the Administrator**

The Union shall supply Employers with copies of the monthly report to the administrator, and the Union shall bear the cost of producing such report except in accordance with Article 4.604 (a).

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## **ARTICLE 6.000 - HOURS OF WORK AND OVERTIME**

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### **6.100 Regular Hours**

- 6.101 (a)** Eight (8) hours shall constitute the regular work day and five (5) days, forty (40) hours shall constitute the regular work week.
- (b)** Notwithstanding any/all contrary provisions of this Agreement, any work hours under the forty (40) hour weekly maximum missed during a regular Monday to Friday work week may be made up on a Saturday at straight time upon mutual agreement between the employee(s) and Employer.

**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**

Notwithstanding any/all contrary provisions of this Agreement:

- (a)** This Article shall apply to all shifts, including but not limited to those shifts worked on a compressed work week schedule.
- (i)** The starting and stopping time on a project may be varied by a maximum of one (1) hour earlier or later than the otherwise required start time of the shift at the Employer's discretion.
- (ii)** The starting and stopping time on a project may be varied by a maximum of two (2) hours earlier or later than the otherwise required start time of the shift upon mutual agreement of the Employer and the majority of Union members employed on such project. Notwithstanding the foregoing, if the starting and stopping time is varied by more than (1) hour, the Union shall retain the right to revote the Union members employed on such project once over the duration of the project.
- (iii)** The Employer shall be responsible for a suitable signal for all starting and stopping times.
- (b)** The starting time of the employees shall be from the designated "lay down" area, lockup or tool room, and a five (5) minute "pick-up" period shall be provided prior to the stopping time.

**6.104 Notice of Termination**

The Employer shall provide an employee with one (1) hours notice of termination, or one (1) hours pay in lieu thereof. The employee shall use such notice to gather his/her personal tools and prepare such tools for the next project.

**6.200 Overtime Hours**

Overtime work shall be voluntary and no employee shall be discriminated against for refusal to work overtime hours.

**6.201** The first two (2) hours of overtime, Monday through Friday, shall be paid at one

and one-half (1½) times the otherwise applicable straight time hourly wage rate.

- 6.202** The first eight (8) hours of overtime on Saturdays shall also be paid at one and one-half (1½) times the otherwise applicable straight time hourly wage rate.
- 6.203** All other overtime hours, including all hours worked on Sundays and statutory holidays, shall be payable at two (2) times the otherwise applicable straight time hourly wage rate.
- 6.204** Notwithstanding any/all contrary provisions of this Agreement, a minimum break of eight (8) hours shall be provided to an employee between the end of one (1) working shift and the commencement of such employee's next working shift. Where a minimum break of eight (8) hours is not provided in accordance with the foregoing, all hours worked on such employee's next working shift shall be deemed to be overtime hours and shall be paid accordingly.

### **6.300 Compressed Work Week**

A compressed work week may be established by the Employer with the mutual agreement of the Union. Alternatively, the Employer may establish a compressed work week without the mutual agreement of the Union if requested to do so by the project client. The Employer shall notify the Union, in writing, upon receiving such a request. The terms and conditions of such compressed work week shall supercede any/all contrary provisions of this Agreement.

#### **6.301 Hours of Work**

- (a)** Ten (10) straight time hours (7:30 am to 6:00 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 (6:00 pm to 4:30 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)** Refer also to Article 6.103 (a).

#### **6.302 Overtime**

Overtime work shall be voluntary and no employee shall be discriminated against for refusal to work overtime hours.

- (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 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 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 straight time hourly wage rate.

### **6.303 Statutory Holidays**

Notwithstanding any/all contrary provisions of this Agreement, Article 6.303 shall supercede Article 4.503 (c).

- (a) All statutory holidays which occur during a compressed work week schedule shall be observed on the actual day of the statutory holiday, even if such day would otherwise have been a regularly scheduled day off (e.g. the Friday of a Monday to Thursday compressed work week, or a Saturday, or Sunday, etc.). When a statutory holiday is observed in accordance with the foregoing, overtime rates shall not apply on a regular work day in lieu of the statutory holiday.
- (b) All statutory holidays which occur on a regularly scheduled work day of a compressed work week schedule may be rescheduled by prior mutual agreement of the Employer and the Union. However, in such event, an employee shall retain sole discretion to decline to work on the actual statutory holiday date and shall not be discriminated against for doing so.

### **6.400 Shifts**

Refer to Article 6.500 for alternative provisions which apply to Occupied Buildings and Commercial/Institutional Repaint Construction.

#### **6.401 Scheduling of Shifts**

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 shift and/or a night shift. Nor shall it be necessary to maintain an afternoon shift and/or night shift for consecutive days in order to constitute such a shift.

#### **6.402 Shift Premiums**

The Employer shall pay a shift premium over and above the otherwise applicable minimum straight time hourly wage rate to any employee who is employed on an afternoon or night shift. Such shift premium shall be paid on straight time hours



only 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 eight percent (8%) for each hour worked on any shift which commences at any time after 9:30 am but on or before 8:30 pm. Second and subsequent meal breaks shall not be considered as hours worked.

**Night Shift** The applicable minimum straight time hourly wage rate shall be increased by seventeen percent (17%) for each hour worked on any shift which commences at any time after 8:30 pm but on or before 1:00 am. Second and subsequent meal breaks shall not be considered as hours worked. Refer also to Article 6.204.

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 Occupied Buildings and Repaint Construction (Saturdays and Sundays)**

Notwithstanding any contrary provision(s) of this Agreement and/or the parties' interest arbitration award issued July 2, 2013, the following terms and conditions shall apply.

##### **6.501 Occupied Buildings**

When performing work in an occupied building, the regular hours of work and shifts may be varied to conform to the requirements of the building owner(s). The Employer shall notify the Union prior to commencing work in accordance with the foregoing.

##### **6.502 Repaint Construction (Saturdays and Sundays)**

**(a)** The Employer shall notify the Union, in writing, of any/all Repaint Construction project(s) 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.

**(i)** 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).

**(ii)** Duplicate time sheets shall be required for all work performed.

**(b)** In the event the Employer violates any/all of the terms and conditions of Article 6.502 (a), all hours worked on Saturday(s) and Sunday(s) shall be

considered overtime and shall be paid at the otherwise applicable overtime rate(s).

### **6.503 Shift Premiums**

The Employer shall pay a shift premium over and above the otherwise applicable minimum straight time hourly wage rate to any employee who is employed on an afternoon or night shift in accordance with Articles 6.501 and/or 6.502. Such shift premium shall be paid on straight time hours only 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 one dollar (\$1.00) per hour for each hour worked on any shift which commences at any time after 9:30 am but on or before 8:30 pm. Second and subsequent meal breaks shall not be considered as hours worked.

**Night Shift** The applicable minimum straight time hourly wage rate shall be increased by one dollar and fifty-five cents (\$1.55) per hour for each hour worked on any shift which commences at any time after 8:30 pm but on or before 1:00 am. Second and subsequent meal breaks shall not be considered as hours worked.

Overtime on afternoon and night shifts shall be payable for all hours of work performed in excess of eight (8) hours per shift.

### **6.600 Call-Out Time**

**6.601** 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.

**6.602 (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 6.602 (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.

**6.700 Rest Breaks**

- 6.701** Two (2) rest breaks 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 break 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. Refer also to Article 6.802.
- 6.702** Notwithstanding Article 6.701, only two (2) rest breaks shall be provided on a scheduled shift of ten (10) hours, however each such rest break shall be of fifteen (15) minutes duration. The parties agree that a shift of ten (10) hours shall not be deemed to be a scheduled shift of ten (10) hours unless the employees have been so advised prior to the completion of the previous days' shift.
- 6.703** Rest breaks shall be taken at a location determined by mutual agreement between the Employer and the Union.

**6.800 Meal Breaks****6.801 Regularly Scheduled Shifts of Ten (10) Hours or Less**

One (1) meal break of one-half (½) hour shall be provided on all scheduled shifts of ten (10) hours or less. Such meal break shall be scheduled as near as is practical to the mid-point of the shift and shall not be considered as time worked.

**6.802 Shifts in Excess of Ten (10) Hours**

Additional meal breaks are required on all shifts in excess of ten (10) hours. The foregoing applies regardless of whether such shifts are scheduled shifts or the result of unscheduled overtime. Refer to the parties' Letter of Understanding Re: Meal Breaks for details. Copies of such Letter of Understanding can be obtained from either the Union or CLR.

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**ARTICLE 7.000 - TRAVEL ALLOWANCES AND OUT-OF-TOWN PROJECTS**

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**7.100 Local Resident Employee**

Refer to Appendix "B" for definition of both Local Resident Employee and Lower Mainland/Fraser Valley.

- 7.101** No daily travel allowance shall be payable to any local resident employee on any project located inside the Lower Mainland/Fraser Valley.
- 7.102 (a)** A daily travel allowance shall be paid to any local resident employee who uses his/her own vehicle to travel daily from his/her residence to a project located outside of the Lower Mainland/Fraser Valley.

- (b) Such allowance shall be payable in accordance with the following schedule. Refer also to Article 7.103.

First forty (40) road kilometres, each way, each day	not applicable
All additional road kilometres, each way, each day	\$0.54 per km

- 7.103** Notwithstanding any/all contrary provisions of this Agreement, the daily travel allowance amount provided for within Article 7.102 (b) shall be subject to annual adjustments throughout the duration of this Agreement. As a result, the effective "per road kilometre" amount which shall be payable pursuant to Article 7.102 (b) shall be the maximum allowable tax-free rate for mileage expense reimbursement as published annually by the Canada Revenue Agency.

## **7.200 Non Local Resident Employee**

This Article does not apply to Local Resident Employees. Refer to Appendix "B" for definition.

- 7.201** The terms of both daily travel as well as initial and terminal travel which shall apply to a non local resident employee on an out-of-town project shall be established on a project by project basis.

- 7.202** Such terms shall:

- (a) be mutually agreed upon, in writing, by the Employer and the non local resident employee prior to the commencement of travel, and
- (b) remain as originally agreed upon unless/until otherwise changed by mutual agreement, in writing, and
- (c) be consistent with the following principles:
  - (i) A non local resident employee shall not incur any out of pocket cost in the process of travelling to an out-of-town project at the beginning of his/her employment on such project, and from an out-of-town project at the conclusion of his/her employment on such project.
  - (ii) The Employer shall supply a non local resident employee with an "employer supplied room plus daily meal allowance" while such employee is employed on an out-of-town project. The employer supplied room shall be of an acceptable standard. Notwithstanding the foregoing, the Employer may, as an alternative, pay a daily "living out allowance" to such employee in lieu of "employer supplied room plus daily meal allowance" with the mutual agreement of such employee.

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**ARTICLE 8.000 - HIRING AND MOBILITY OF WORKFORCE**

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The interpretation and application of these provisions shall be consistently applied throughout the province. Past practice shall be superceded by the terms of this Agreement unless otherwise mutually agreed, in writing, by the Union and the Employer.

**8.100 Hiring**

- 8.101** The Union shall assist the Employer in supplying qualified prospective employees. Without restricting/limiting the foregoing, the Union shall, in particular, assist in supplying local resident employees when requested to do so by the Employer.
- 8.102** The Employer shall retain the right to refuse employment to an individual if the Employer does not believe that such individual would be able to productively contribute within the Employer's existing operational methods and structures.
- 8.103** (a) There shall be no restrictions/limitations on the Employer's right to hire, including but not limited to the Employer's right to hire via name request.
- (b) Notwithstanding Article 8.103 (a), whenever the Employer hires an individual who is not a Union member, the Employer shall provide the Union, in writing, with the name and contact information for such individual within fourteen (14) calendar days of hire. Such individual shall make application to become a Union member within ninety (90) calendar days of hire and the Union shall accept such individual into its membership. All terms and conditions of this Agreement shall otherwise apply from date of hire.
- 8.104** In the event an employee ceases to be a member in good standing of the Union, the Employer shall terminate the employment of such employee upon receiving written confirmation and direction to do so from the Union.
- 8.105** Any employee hired and/or transferred in accordance with Article 8.000 shall be deemed to have been properly dispatched by the Union and the Union shall ensure that the appropriate dispatch paperwork is supplied to the Employer in a timely manner.

**8.200 Mobility**

There shall be no restrictions/limitations on the Employer's right to transfer an employee(s) from one (1) project to another throughout the province. Notwithstanding the foregoing, when a non local resident employee(s) is transferred between two (2) out-of-town projects the following standard shall apply.

- > Initial travel allowance shall be paid to the non local resident employee from his/her point of dispatch to the first project in accordance with Article 7.200, and
- > The "per road kilometre" travel allowance rate provided for within Article 7.102 (b) shall

be paid to the non local resident employee for all road kilometres travelled, one (1) way, from the first project to the second project, and

- > Terminal travel allowance shall be paid to the non local resident employee from the second project back to his/her point of dispatch in accordance with Article 7.200.

### **8.300 Differentiation of Employee Classifications**

Notwithstanding any/all contrary provisions of this Agreement, the Union shall not make any attempt to dispatch an employee of a different employee classification (i.e. Foreman, Certified Journeyman, Uncertified Painter, Apprentice, and/or Pre-Apprentice) than was requested by the Employer. In particular, the Union shall not make any attempt to restrict/limit or deny the Employer from hiring the maximum ratio of Apprentices permitted in accordance with Article 4.404 (a).

### **8.400 Reduction in Project Crew**

**8.401** The Employer shall notify the Job Steward prior to a reduction in the size of the project crew.

**8.402** When it is necessary for the Employer to reduce the size of the project crew, preference of continued employment shall be given to Job Stewards.

### **8.500 Rehiring of Injured Employees**

The Employer shall give preference of re-employment to an injured employee when such employee is able to return to work, provided sufficient work is available.

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## **ARTICLE 9.000 - JOB STEWARDS AND UNION REPRESENTATIVES**

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### **9.100 Job Stewards**

**9.101** The Union shall notify the Employer of the appointment of all Job Stewards.

**9.102** Job Stewards shall be recognized on all projects and shall not be discriminated against.

**9.103** The Employer shall provide a Job Steward with sufficient time to carry out his/her duties.

**9.104** Refer also to Article 8.402 regarding preference for continued employment of Job Stewards.

### **9.200 Union Representatives**

Union Representatives shall have access to all projects governed by this Agreement, after first notifying the Employer, however in no way shall such Representative(s) interfere with

employees during working hours unless permission is granted.

### **9.300 Leaves of Absence**

**9.301** The Employer shall grant a non-paid leave of absence to an employee when requested, in writing, to do so by the Union. Such leave shall be for the purpose of attending to Union business, and shall not jeopardize the employee's continued employment. Notwithstanding the foregoing, the Employer may deny such request for valid reasons.

**9.302** The parties agree to cooperate to facilitate broad and liberal leaves for operations and training military leave for workers who serve as members of the Canadian Forces Reserves, in accordance with provincial and federal law and the "Declaration of Support for the Reserve Forces" signed by the Canadian Office of the Building and Construction Trades Department and the National Construction Labour Relations Alliance, dated May 12, 2010.

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## **ARTICLE 10.000 - HEALTH AND SAFETY**

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### **10.100 Safety Equipment**

- 10.101 (a)** The Employer shall supply to employees, at no cost, all safety equipment, including hearing protective devices and safety masks (as per WSBC requirement G5.54-7), except personal apparel (i.e. CSA approved hard hat, CSA approved footwear, rubber clothing, etc.). Refer also to Article 10.500.
- (b)** The Employer shall supply a five (5) point safety harness to an employee if/as required by WSBC. Notwithstanding the foregoing, an employee may use his/her own CSA approved safety harness and lanyard, providing such equipment is in satisfactory condition and has been approved for use by the Employer. Where an employee chooses to use an Employer supplied safety harness and lanyard, such employee shall return such harness and lanyard in good condition when asked to do so or upon termination of employment.
- (c)** The Employer may deduct the cost of Employer supplied safety equipment from an employee's pay cheque if such equipment is not returned.
- 10.102** All equipment, tools, and materials shall conform and be utilized in conformity with applicable provincial and/or federal regulations, acts and laws. Employer safety regulations shall be complied with provided they are not inconsistent with the foregoing. It shall not be considered a violation of this Agreement should an employee(s) refuse to work in conditions and/or use equipment that do not meet prescribed safety standards and/or regulations.

### **10.200 Accident Prevention Regulations**

**10.201** The parties to this Agreement shall, at all times, comply with the accident

prevention regulations of the Workers Compensation Act and any refusal on the part of an employee to work in contravention of such regulations shall not be deemed to be a breach of this Agreement. No employee shall be discharged because such employee fails to work under unsafe conditions as set out in the regulations.

**10.202 (a)** Any refusal by an employee to abide by known WSBC regulations or posted Employer safety regulations, after being duly warned, shall constitute just cause for termination.

**(b)** Employees shall abide by any/all project site rules at all times. Failure to do so shall constitute just cause for termination.

**10.203** Any employee may refuse to work where, in the opinion of such employee, adequate safety precautions have not been provided.

### **10.300 Project Inspections**

The Job Steward, or where there is a safety committee a Union representative of such committee, shall accompany the WSBC inspector on all project inspections.

### **10.400 Injured or Sick Employees**

**10.401** The Employer shall cover all transportation costs not otherwise covered by the WSBC for any employee residing in Employer supplied accommodation who is injured on the project and subsequently requires transportation to either his/her point of dispatch or back to the project. The foregoing shall also apply for any employee residing in Employer supplied accommodation who becomes ill or is injured in an accident not covered by WSBC, if the first aid attendant or a doctor recommends off-site treatment or a return to the employee's point of hire.

**10.402** If an employee requires off-site medical attention which necessitates no return to work on that day, or where a qualified Industrial First Aid Attendant recommends rest until the next day, then the injured employee shall be paid for the full shift.

**10.403** Refer also to Article 8.500.

### **10.500 Certifications and Personal Protective Equipment**

The following provisions shall apply to all employees, whether they are reporting for work or are already employed on a project:

#### **10.501 Certifications**

Employees shall be responsible for ensuring they possess all Health and Safety related required certifications (eg. Workplace Hazardous Materials Information System training, Record of Hearing Test, etc.) and that such certifications are



valid. Proof of such certifications shall be provided to the Employer upon request.

#### **10.502 Personal Protective Equipment**

Employees shall be responsible for personally providing and utilizing the following personal protective equipment as required under regulations/policies imposed by WSBC, and/or any other such body (i.e. Federal, Provincial, or Municipal Governments, etc.), having the authority to enact similar regulations/policies.

(a) Clothing suitable for protection against the natural elements to which they may be exposed.

(b) All such personal protective equipment generally regarded as being the responsibility of the employee. Such personal protective equipment shall include, but not be limited to, CSA approved; gloves, safety headgear, and steel toed safety footwear complete with above ankle support.

**10.503 (a)** The Employer shall be permitted to refuse work to any employee who does not fulfill such provisions as stipulated in Articles 10.501 and/or 10.502.

(b) Notwithstanding Article 6.600, if an employee is refused work in accordance with Article 10.503 (a), the Employer shall be required to pay such employee only for actual time worked, if any.

#### **10.600 Substance Abuse Testing and Treatment Program Policy**

The parties to this Agreement agree to be bound by the decisions of the Policy Administration Committee (PAC) of the Construction Industry of British Columbia Substance Abuse Testing and Treatment Program Policy with respect to the implementation of an Industry Employee and Family Assistance Program (EFAP) providing such decisions have been endorsed by each of the respective parent bodies of such Policy.

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### **ARTICLE 11.000 - WORKING CONDITIONS**

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#### **11.100 Harassment**

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

#### **11.200 Project Facilities**

##### **11.201 Toilets**

Chemical or flush toilets shall be provided from the commencement of work on all projects. When sewer or chemical toilets are not available, sanitary facilities shall be provided in accordance with local sanitary regulations. Toilet houses shall be of fibreglass or rubber compound construction, and shall be cleaned out daily. Toilet

paper shall be provided. There shall be a minimum of one (1) toilet for every fifteen (15) building trades persons on a project.

#### **11.202 Drinking Water**

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

#### **11.203 Telephone Access**

A telephone(s) shall be made available to all employees at all times for incoming or outgoing emergency purposes, and incoming messages of an emergency nature shall be relayed immediately. No employee shall be permitted to use a personal cell phone or smart phone during working hours, excluding rest and meal breaks, except in case of an emergency. Repeated violations of the foregoing shall constitute just cause for termination.

#### **11.204 Clean Up Facilities**

The Employer shall provide clean up facilities, hand cleaner and paper towels.

### **11.300 Lockup**

The Employer shall not be required to provide a lockup on any project of short term duration unless it is economically practical to do so. On all other projects, the following standards shall apply.

**11.301** A lockup shall be provided for employees and such lockup shall be located on the ground floor or first floor of the project. If multiple shifts are being worked, a separate lockup shall be provided for each shift. Lockups shall be used for tools, drying clothes, as a dressing room, and as a lunch room.

**11.302** Each lockup shall have tool racks, tables and benches with provision for drying clothes and shall be of an adequate size to allow a minimum of fifteen (15) square feet per employee.

**11.303** Each lockup shall have windows and venting with adequate lighting and provision for continuous heat twenty-four (24) hours a day.

**11.304** The Employer shall be responsible for having the lockup(s) cleaned out daily and kept clear of building material and other construction paraphernalia.

### **11.400 Vehicles**

No employee shall be required to carry material to a project in his/her own motor vehicle, and/or otherwise be permitted to use his/her own motor vehicle in a manner which is unfair

to other employees and/or contrary to the best interests of the Union.

### **11.500 Tools, Equipment and Protective Clothing**

**11.501** An employee shall provide all customary hand tools/equipment of the trade, including but not limited to the following. All other tools and equipment shall be supplied by the Employer.

#### **(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, and manufactured dust brush.

#### **(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.

**11.502** The tools of an employee starting a new job shall be in good condition and shall be kept so on the Employer's time.

**11.503 (a)** An employee shall not be considered to be prepared to work until such time as the employee has the required customary hand tools/equipment specified in Article 11.501.

**(b)** If an employee does not have the required customary hand tools/equipment specified in Article 11.501, the Employer may supply such tools/equipment to the employee and deduct the cost from the employee's pay cheque.

**11.504** An employee shall only be responsible for the Employer's tools left in their possession if damage or loss to such tools occurs as a result of the proven carelessness or neglect of the employee in whose possession such tools were left.

### **11.600 Insurance**

An employee shall submit an inventory of his/her tools and working apparel on the project to the Employer upon request, and the Employer shall replace an employee's tools and working

apparel if such tools and/or working apparel are lost due to fire, burglary, or as a result of working over water or such other areas where tools cannot be retrieved.

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**ARTICLE 12.000 - JOINT LABOUR/MANAGEMENT INITIATIVES**

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**12.100 DC#38 Joint Trade Society**

The parties shall abide by the Constitution and Bylaws of the DC#38 Joint Trade Society, with respect to the operation of such Society. Notwithstanding the foregoing, the terms of this Agreement shall supercede the Constitution and Bylaws of the DC#38 Joint Trade Society in the event of an inconsistency between the two (2) documents.

**12.200 Joint Labour/Management Meetings**

The parties may meet to address issues of mutual interest and importance. Such meeting(s) shall be scheduled on an "as needed basis". Any proposed changes to this Agreement which are mutually agreed to by the parties at such meeting(s) shall be in writing, but shall not be implemented unless/until such changes are duly ratified by the parties.

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**ARTICLE 13.000 - ENABLING PROVISIONS**

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**13.100 Process**

The Union and an Employer(s) may determine on a project by project, area, or sector basis, if special dispensation is required to become competitive, and should the necessity arise, may by mutual agreement, in writing, amend or delete terms or conditions of this Agreement for the duration of the project. Notwithstanding the foregoing, it shall be a violation of this Agreement for the parties to agree to the reduction and/or elimination of any joint industry funds negotiated between the BCBCBTU and CLR (i.e. Rehabilitation Fund) or individual dues to umbrella organizations, without the specific prior written consent of the BCBCBTU and CLR.

**13.200** Refer to Appendix "A" for details regarding the enabling of a project(s).

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**ARTICLE 14.000 - GRIEVANCE PROCEDURE**

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**14.100 Definition**

**14.101 (a)** A grievance shall be defined as any "difference" between the parties to this Agreement with respect to its interpretation, application, operation or any alleged violation thereof, including discharge for cause alleged to be unjust by the Union. Discharge shall not include layoff of employees for reason of project efficiency or reduction of forces on suspension or completion of work.

**(b)** The party initiating a grievance shall be referred to herein as the aggrieved party. The other party to a grievance shall be referred to as the responding party.

**14.102** The two (2) parties to any formal grievance shall be the two (2) parties signatory to this Agreement, namely the Union and CLR (acting on its own behalf and/or on behalf of its respective signatory member Employer(s)). The parties expressly agree that an individual local(s) of the Union does not have the right to initiate a formal grievance unless/until such grievance has been duly authorized in accordance with the Union's prevailing policy(s), where such prevailing policy(s) exist. Likewise, the parties expressly agree that an individual Employer does not have the right to unilaterally initiate or defend a formal grievance on its own behalf without the prior written authorization of CLR.

#### **14.200 Time Limits**

**14.201** In order to initiate a formal grievance, the aggrieved party must provide written notification to the responding party within thirty (30) calendar days of the date on which the underlying "difference" is alleged to have occurred. Such notification shall include all relevant particulars of the formal grievance and all relevant and reliance documentation. The parties expressly agree that a formal grievance shall not be deemed to have been initiated unless/until the responding party has actually received a copy of the required written notification from the aggrieved party. All time limits shall be strictly enforced.

**14.202** Notwithstanding Article 14.201, in the event of an alleged error on a pay cheque, such "difference" shall be deemed to have occurred on the date the pay cheque stub was received by the aggrieved employee(s). Likewise, in the event of an alleged error on the Employer's monthly remittance report, such "difference" shall be deemed to have occurred on the date the remittance report was received by the Union.

#### **14.300 Step 1 (Informal Resolution)**

Once a formal grievance has been initiated, the parties shall make a concerted good faith effort to work out a mutually agreeable resolution. Notwithstanding the foregoing, unless otherwise mutually agreed by the parties in writing, the aggrieved party shall be deemed to have abandoned the formal grievance in the event notice of referral to Mr. Michael Fleming (in accordance with Article 14.400) has not been received by the responding party within sixty (60) calendar days of the date on which the underlying "difference" is alleged to have occurred. Refer to Article 14.202 for clarification on the interpretation of "occurred".

#### **14.400 Step 2 (Formal Resolution)**

The parties expressly agree that the Step 2 is an integral component of the Grievance Procedure in accordance with this Agreement.

If the parties are unable to work out a mutually agreeable resolution in accordance with Article 14.300, either party may refer the formal grievance to Mr. Michael Fleming for final and conclusive determination as follows. Notice of such referral shall be provided, in writing, to both the responding party and Mr. Fleming. Notwithstanding the foregoing, in the event

Mr. Fleming is not available to the parties, the parties shall mutually agree upon a replacement. (Note: The parties expressly agree that all references to Mr. Michael Fleming within Article 14.000 shall be interpreted as "Mr. Fleming or his replacement" in the event a replacement for Mr. Fleming is mutually agreed upon in accordance with such Article.)

- 14.401** Mr. Fleming shall meet with the parties and shall attempt to facilitate a mutually agreeable resolution.
- 14.402 (a)** In the event Mr. Fleming is unable to facilitate a mutually agreeable resolution in accordance with Article 14.401, each party shall be required to submit a proposed determination/award, in writing, to Mr. Fleming. Mr. Fleming shall determine his own procedure, including timing, for such submissions. Upon receipt of both proposed determinations/awards, Mr. Fleming shall provide a copy to each party.
- (b)** Mr. Fleming shall consider the relative merits of each of the proposed determinations/awards, and shall select one (1) of the proposed determinations/awards in its entirety, and may not impose any alternative and/or modified determination/award without the prior mutual agreement of the parties.
- (c)** Mr. Fleming shall provide a summary of the reasons for his decision within his award.
- 14.403** Notwithstanding any/all contrary provisions of Article 14.000, Mr. Fleming shall have and may exercise all powers of a mediator/arbitrator pursuant to the Labour Relations Code.
- 14.404** Notwithstanding any/all contrary provisions of Article 14.000, the parties may mutually agree, in writing, to any other grievance resolution procedure which they agree is appropriate under the circumstances.

#### **14.500 Expenses**

Each party shall be responsible for one hundred percent (100%) of any/all "party specific" costs, and fifty percent (50%) of any/all "joint" costs, which may be incurred during the informal and formal grievance resolution process.

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#### **ARTICLE 15.000 - SAVINGS CLAUSE**

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- 15.100** In the event that any clause, section or article 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 clause, section or article should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such clause, section or article to persons or circumstances, 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.

**15.200** In the event that any clause, section or article 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 clause, section or article during the period of invalidity or restraint.

**15.300** 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 14.000.

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**ARTICLE 16.000 - PREPARATION OF AGREEMENT**

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This Agreement was not finalized and signed by the parties until January 29, 2014. As a result, the parties agreed, for ease of simplicity, not to reference and/or include within this Agreement those rates and/or premiums and/or schedules, etc. which applied prior to January 01, 2014. Notwithstanding the foregoing, readers are advised that several rates and/or premiums and/or schedules, etc. were different prior to January 01, 2014, and that copies of all rates and/or premiums and/or schedules, etc. which applied prior to January 01, 2014 can be obtained from either the Union or CLR upon request.

**SIGNATURE OF PARTIES**

Dated this 13<sup>th</sup> day of March, 2014.

Dated this 13<sup>th</sup> day of March, 2014.

Signed on behalf of:  
Construction Labour Relations  
Association of BC

Signed on behalf of:  
IUPAT District Council #38

*Clyde H. Scollan*

*P. Byrne*

\_\_\_\_\_  
*E. Akelaitis*

**SCHEDULE "A1"**  
**MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE**

PAGE 1 of 2

Schedule "A1" shall apply to all commercial and institutional new construction projects.

**New Construction Projects**

**Effective January 01, 2014**

<u>Employee Classifications:</u>	%	Base Rate	VP/SHP 8%	Benefit Plan	Pension Plan	Employer Contributions						Total Package
						JTS	CAF	MPDA	CIRP	JAP	BCBCBTU	
> "A" Foreman	+ \$3.00	34.29	2.743	1.92	2.50	0.935	0.12	0.10	0.02	0.01	0.01	42.648
> "B" Foreman	+ \$2.00	33.29	2.663	1.92	2.50	0.935	0.12	0.10	0.02	0.01	0.01	41.568
> <b>Certified (CJP)</b>	<b>100%</b>	<b>31.29</b>	<b>2.503</b>	<b>1.92</b>	<b>2.50</b>	<b>0.935</b>	<b>0.12</b>	<b>0.10</b>	<b>0.02</b>	<b>0.01</b>	<b>0.01</b>	<b>39.408</b>
> 6 <sup>th</sup> Term Apprentice	80%	25.03	2.002	1.92	n/a	0.935	0.12	0.10	0.02	0.01	0.01	30.147
> 5 <sup>th</sup> Term Apprentice	75%	23.47	1.878	1.92	n/a	0.935	0.12	0.10	0.02	0.01	0.01	28.463
> 4 <sup>th</sup> Term Apprentice	70%	21.90	1.752	1.92	n/a	0.935	0.12	0.10	0.02	0.01	0.01	26.767
> 3 <sup>rd</sup> Term Apprentice	65%	20.34	1.627	1.92	n/a	0.935	0.12	0.10	0.02	0.01	0.01	25.082
> 2 <sup>nd</sup> Term Apprentice	55%	17.21	1.377	1.92	n/a	0.935	0.12	0.10	0.02	0.01	0.01	21.702
> 1 <sup>st</sup> Term Apprentice	50%	15.65	1.252	1.92	n/a	0.935	0.12	0.10	0.02	0.01	0.01	20.017
> Uncertified Painter Level 6	80%	25.03	2.002	1.92	n/a	n/a	0.12	0.10	0.02	0.01	0.01	29.212
> Uncertified Painter Level 5	75%	23.47	1.878	1.92	n/a	n/a	0.12	0.10	0.02	0.01	0.01	27.528
> Uncertified Painter Level 4	70%	21.90	1.752	1.92	n/a	n/a	0.12	0.10	0.02	0.01	0.01	25.832
> Uncertified Painter Level 3	65%	20.34	1.627	1.92	n/a	n/a	0.12	0.10	0.02	0.01	0.01	24.147
> Uncertified Painter Level 2	55%	17.21	1.377	1.92	n/a	n/a	0.12	0.10	0.02	0.01	0.01	20.767
> Uncertified Painter Level 1	50%	15.65	1.252	1.92	n/a	n/a	0.12	0.10	0.02	0.01	0.01	19.082
> Pre-Apprentice	35%	10.95	0.876	0.50	n/a	n/a	0.12	0.10	0.02	0.01	0.01	12.586



**SCHEDULE "A1"**  
**MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE**

PAGE 2 of 2

Schedule "A1" shall apply to all commercial and institutional new construction projects.

**New Construction Projects**

**Effective April 01, 2014**

<u>Employee Classifications:</u>	%	Base Rate	VP/SHP 8%	Benefit Plan	Pension Plan	Employer Contributions						Total Package
						JTS	CAF	MPDA	CIRP	JAP	BCBCBTU	
> "A" Foreman	+ \$3.00	34.29	2.743	2.02	2.50	1.035	0.12	0.10	0.02	0.01	0.01	42.848
> "B" Foreman	+ \$2.00	33.29	2.663	2.02	2.50	1.035	0.12	0.10	0.02	0.01	0.01	41.768
> <b>Certified (CJP)</b>	<b>100%</b>	<b>31.29</b>	<b>2.503</b>	<b>2.02</b>	<b>2.50</b>	<b>1.035</b>	<b>0.12</b>	<b>0.10</b>	<b>0.02</b>	<b>0.01</b>	<b>0.01</b>	<b>39.608</b>
> 6 <sup>th</sup> Term Apprentice	80%	25.03	2.002	2.02	n/a	1.035	0.12	0.10	0.02	0.01	0.01	30.347
> 5 <sup>th</sup> Term Apprentice	75%	23.47	1.878	2.02	n/a	1.035	0.12	0.10	0.02	0.01	0.01	28.663
> 4 <sup>th</sup> Term Apprentice	70%	21.90	1.752	2.02	n/a	1.035	0.12	0.10	0.02	0.01	0.01	26.967
> 3 <sup>rd</sup> Term Apprentice	65%	20.34	1.627	2.02	n/a	1.035	0.12	0.10	0.02	0.01	0.01	25.282
> 2 <sup>nd</sup> Term Apprentice	55%	17.21	1.377	2.02	n/a	1.035	0.12	0.10	0.02	0.01	0.01	21.902
> 1 <sup>st</sup> Term Apprentice	50%	15.65	1.252	2.02	n/a	1.035	0.12	0.10	0.02	0.01	0.01	20.217
> Uncertified Painter Level 6	80%	25.03	2.002	2.02	n/a	n/a	0.12	0.10	0.02	0.01	0.01	29.312
> Uncertified Painter Level 5	75%	23.47	1.878	2.02	n/a	n/a	0.12	0.10	0.02	0.01	0.01	27.628
> Uncertified Painter Level 4	70%	21.90	1.752	2.02	n/a	n/a	0.12	0.10	0.02	0.01	0.01	25.932
> Uncertified Painter Level 3	65%	20.34	1.627	2.02	n/a	n/a	0.12	0.10	0.02	0.01	0.01	24.247
> Uncertified Painter Level 2	55%	17.21	1.377	2.02	n/a	n/a	0.12	0.10	0.02	0.01	0.01	20.867
> Uncertified Painter Level 1	50%	15.65	1.252	2.02	n/a	n/a	0.12	0.10	0.02	0.01	0.01	19.182
> Pre-Apprentice	35%	10.95	0.876	0.50	n/a	n/a	0.12	0.10	0.02	0.01	0.01	12.586

**SCHEDULE "A2"**  
**MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE**

PAGE 1 of 2

Schedule "A2" shall apply to all commercial and institutional repaint construction projects.

**Repaint Construction Projects**

**Effective January 01, 2014**

<u>Employee Classifications:</u>	%	Base Rate	VP/SHP 8%	Benefit Plan	Pension Plan	Employer Contributions						Total Package
						JTS	CAF	MPDA	CIRP	JAP	BCBCBTU	
> "A" Foreman	+ \$3.00	32.29	2.583	1.92	2.50	0.935	0.12	0.10	0.02	0.01	0.01	40.488
> "B" Foreman	+ \$2.00	31.29	2.503	1.92	2.50	0.935	0.12	0.10	0.02	0.01	0.01	39.408
> <b>Certified (CJP)</b>	<b>100%</b>	<b>29.29</b>	<b>2.343</b>	<b>1.92</b>	<b>2.50</b>	<b>0.935</b>	<b>0.12</b>	<b>0.10</b>	<b>0.02</b>	<b>0.01</b>	<b>0.01</b>	<b>37.248</b>
> 6 <sup>th</sup> Term Apprentice	80%	23.43	1.874	1.92	n/a	0.935	0.12	0.10	0.02	0.01	0.01	28.419
> 5 <sup>th</sup> Term Apprentice	75%	21.97	1.758	1.92	n/a	0.935	0.12	0.10	0.02	0.01	0.01	26.843
> 4 <sup>th</sup> Term Apprentice	70%	20.50	1.640	1.92	n/a	0.935	0.12	0.10	0.02	0.01	0.01	25.255
> 3 <sup>rd</sup> Term Apprentice	65%	19.04	1.523	1.92	n/a	0.935	0.12	0.10	0.02	0.01	0.01	23.678
> 2 <sup>nd</sup> Term Apprentice	55%	16.11	1.289	1.92	n/a	0.935	0.12	0.10	0.02	0.01	0.01	20.514
> 1 <sup>st</sup> Term Apprentice	50%	14.65	1.172	1.92	n/a	0.935	0.12	0.10	0.02	0.01	0.01	18.937
> Uncertified Painter Level 6	80%	23.43	1.874	1.92	n/a	n/a	0.12	0.10	0.02	0.01	0.01	27.484
> Uncertified Painter Level 5	75%	21.97	1.758	1.92	n/a	n/a	0.12	0.10	0.02	0.01	0.01	25.908
> Uncertified Painter Level 4	70%	20.50	1.640	1.92	n/a	n/a	0.12	0.10	0.02	0.01	0.01	24.320
> Uncertified Painter Level 3	65%	19.04	1.523	1.92	n/a	n/a	0.12	0.10	0.02	0.01	0.01	22.743
> Uncertified Painter Level 2	55%	16.11	1.289	1.92	n/a	n/a	0.12	0.10	0.02	0.01	0.01	19.579
> Uncertified Painter Level 1	50%	14.65	1.172	1.92	n/a	n/a	0.12	0.10	0.02	0.01	0.01	18.002
> Pre-Apprentice	35%	10.25	0.820	0.50	n/a	n/a	0.12	0.10	0.02	0.01	0.01	11.830

**SCHEDULE "A2"**  
**MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE**

PAGE 2 of 2

Schedule "A2" shall apply to all commercial and institutional repaint construction projects.

**Repaint Construction Projects**

**Effective April 01, 2014**

<u>Employee Classifications:</u>	%	Base Rate	VP/SHP 8%	Benefit Plan	Pension Plan	Employer Contributions						Total Package
						JTS	CAF	MPDA	CIRP	JAP	BCBCBTU	
> "A" Foreman	+ \$3.00	32.29	2.583	2.02	2.50	1.035	0.12	0.10	0.02	0.01	0.01	40.688
> "B" Foreman	+ \$2.00	31.29	2.503	2.02	2.50	1.035	0.12	0.10	0.02	0.01	0.01	39.608
> <b>Certified (CJP)</b>	<b>100%</b>	<b>29.29</b>	<b>2.343</b>	<b>2.02</b>	<b>2.50</b>	<b>1.035</b>	<b>0.12</b>	<b>0.10</b>	<b>0.02</b>	<b>0.01</b>	<b>0.01</b>	<b>37.448</b>
> 6 <sup>th</sup> Term Apprentice	80%	23.43	1.874	2.02	n/a	1.035	0.12	0.10	0.02	0.01	0.01	28.619
> 5 <sup>th</sup> Term Apprentice	75%	21.97	1.758	2.02	n/a	1.035	0.12	0.10	0.02	0.01	0.01	27.043
> 4 <sup>th</sup> Term Apprentice	70%	20.50	1.640	2.02	n/a	1.035	0.12	0.10	0.02	0.01	0.01	25.455
> 3 <sup>rd</sup> Term Apprentice	65%	19.04	1.523	2.02	n/a	1.035	0.12	0.10	0.02	0.01	0.01	23.878
> 2 <sup>nd</sup> Term Apprentice	55%	16.11	1.289	2.02	n/a	1.035	0.12	0.10	0.02	0.01	0.01	20.714
> 1 <sup>st</sup> Term Apprentice	50%	14.65	1.172	2.02	n/a	1.035	0.12	0.10	0.02	0.01	0.01	19.137
> Uncertified Painter Level 6	80%	23.43	1.874	2.02	n/a	n/a	0.12	0.10	0.02	0.01	0.01	27.584
> Uncertified Painter Level 5	75%	21.97	1.758	2.02	n/a	n/a	0.12	0.10	0.02	0.01	0.01	26.008
> Uncertified Painter Level 4	70%	20.50	1.640	2.02	n/a	n/a	0.12	0.10	0.02	0.01	0.01	24.420
> Uncertified Painter Level 3	65%	19.04	1.523	2.02	n/a	n/a	0.12	0.10	0.02	0.01	0.01	22.843
> Uncertified Painter Level 2	55%	16.11	1.289	2.02	n/a	n/a	0.12	0.10	0.02	0.01	0.01	19.679
> Uncertified Painter Level 1	50%	14.65	1.172	2.02	n/a	n/a	0.12	0.10	0.02	0.01	0.01	18.102
> Pre-Apprentice	35%	10.25	0.820	0.50	n/a	n/a	0.12	0.10	0.02	0.01	0.01	11.830

## SCHEDULE "B1" EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

PAGE 1 of 2

Schedule "B1" shall apply to all commercial and institutional new construction projects.

### New Construction Projects

Effective January 01, 2014

EMPLOYEE CLASSIFICATION		EMPLOYER CONTRIBUTIONS									EMPLOYEE DEDUCTIONS						
		BENEFIT PLAN	PENSION PLAN	JTS	CAF	MPDA	CIRP	JAP	BCBCBTU	TOTAL HOURLY PAID	ADMIN DUES (2.2%)	DC#38 ORG/ADM FUND	PIAF (5%)	APP TRADE SCHOOL	TOTAL HOURLY DEDUCTED	BASIC MONTHLY DUES	TOTAL HOURLY REMITTED
"A" Foreman	+ \$3.00	1.92	2.50	0.935	0.12	0.10	0.02	0.01	0.01	5.615	0.69	0.09	1.565	n/a	2.345	27.70	7.960
"B" Foreman	+ \$2.00	1.92	2.50	0.935	0.12	0.10	0.02	0.01	0.01	5.615	0.69	0.09	1.565	n/a	2.345	27.70	7.960
<b>CJP</b>	<b>100%</b>	<b>1.92</b>	<b>2.50</b>	<b>0.935</b>	<b>0.12</b>	<b>0.10</b>	<b>0.02</b>	<b>0.01</b>	<b>0.01</b>	<b>5.615</b>	<b>0.69</b>	<b>0.09</b>	<b>1.565</b>	<b>n/a</b>	<b>2.345</b>	<b>27.70</b>	<b>7.960</b>
6 <sup>th</sup> Term App	80%	1.92	n/a	0.935	0.12	0.10	0.02	0.01	0.01	3.115	0.55	0.09	1.252	1.00	2.892	27.70	6.007
5 <sup>th</sup> Term App	75%	1.92	n/a	0.935	0.12	0.10	0.02	0.01	0.01	3.115	0.52	0.09	1.174	1.00	2.784	27.70	5.899
4 <sup>th</sup> Term App	70%	1.92	n/a	0.935	0.12	0.10	0.02	0.01	0.01	3.115	0.48	0.09	1.095	1.00	2.665	27.70	5.780
3 <sup>rd</sup> Term App	65%	1.92	n/a	0.935	0.12	0.10	0.02	0.01	0.01	3.115	0.45	0.09	1.017	1.00	2.557	27.70	5.672
2 <sup>nd</sup> Term App	55%	1.92	n/a	0.935	0.12	0.10	0.02	0.01	0.01	3.115	0.38	0.09	0.861	1.00	2.331	27.70	5.446
1 <sup>st</sup> Term App	50%	1.92	n/a	0.935	0.12	0.10	0.02	0.01	0.01	3.115	0.34	0.09	0.783	1.00	2.213	27.70	5.328
UCP Level 6	80%	1.92	n/a	n/a	0.12	0.10	0.02	0.01	0.01	2.180	0.55	n/a	n/a	n/a	0.550	27.70	2.730
UCP Level 5	75%	1.92	n/a	n/a	0.12	0.10	0.02	0.01	0.01	2.180	0.52	n/a	n/a	n/a	0.520	27.70	2.700
UCP Level 4	70%	1.92	n/a	n/a	0.12	0.10	0.02	0.01	0.01	2.180	0.48	n/a	n/a	n/a	0.480	27.70	2.660
UCP Level 3	65%	1.92	n/a	n/a	0.12	0.10	0.02	0.01	0.01	2.180	0.45	n/a	n/a	n/a	0.450	27.70	2.630
UCP Level 2	55%	1.92	n/a	n/a	0.12	0.10	0.02	0.01	0.01	2.180	0.38	n/a	n/a	n/a	0.380	27.70	2.560
UCP Level 1	50%	1.92	n/a	n/a	0.12	0.10	0.02	0.01	0.01	2.180	0.34	n/a	n/a	n/a	0.340	27.70	2.520
Pre-Apprentice	35%	0.50	n/a	n/a	0.12	0.10	0.02	0.01	0.01	0.760	0.24	n/a	n/a	n/a	0.240	27.70	1.000

All Employer contributions and employee deductions shall be calculated on the basis of "hours worked".

## SCHEDULE "B1" EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

PAGE 2 of 2

Schedule "B1" shall apply to all commercial and institutional new construction projects.

### New Construction Projects

Effective April 1, 2014

EMPLOYEE CLASSIFICATION		EMPLOYER CONTRIBUTIONS									EMPLOYEE DEDUCTIONS						
		BENEFIT PLAN	PENSION PLAN	JTS	CAF	MPDA	CIRP	JAP	BCBCBTU	TOTAL HOURLY PAID	ADMIN DUES (2.2%)	DC#38 ORG/ADM FUND	PIAF (5%)	APP TRADE SCHOOL	TOTAL HOURLY DEDUCTED	BASIC MONTHLY DUES	TOTAL HOURLY REMITTED
"A" Foreman	+ \$3.00	2.02	2.50	1.035	0.12	0.10	0.02	0.01	0.01	5.815	0.69	0.09	1.565	n/a	2.345	27.70	8.160
"B" Foreman	+ \$2.00	2.02	2.50	1.035	0.12	0.10	0.02	0.01	0.01	5.815	0.69	0.09	1.565	n/a	2.345	27.70	8.160
<b>CJP</b>	<b>100%</b>	<b>2.02</b>	<b>2.50</b>	<b>1.035</b>	<b>0.12</b>	<b>0.10</b>	<b>0.02</b>	<b>0.01</b>	<b>0.01</b>	<b>5.815</b>	<b>0.69</b>	<b>0.09</b>	<b>1.565</b>	<b>n/a</b>	<b>2.345</b>	<b>27.70</b>	<b>8.160</b>
6 <sup>th</sup> Term App	80%	2.02	n/a	1.035	0.12	0.10	0.02	0.01	0.01	3.315	0.55	0.09	1.252	1.00	2.892	27.70	6.207
5 <sup>th</sup> Term App	75%	2.02	n/a	1.035	0.12	0.10	0.02	0.01	0.01	3.315	0.52	0.09	1.174	1.00	2.784	27.70	6.099
4 <sup>th</sup> Term App	70%	2.02	n/a	1.035	0.12	0.10	0.02	0.01	0.01	3.315	0.48	0.09	1.095	1.00	2.665	27.70	5.980
3 <sup>rd</sup> Term App	65%	2.02	n/a	1.035	0.12	0.10	0.02	0.01	0.01	3.315	0.45	0.09	1.017	1.00	2.557	27.70	5.872
2 <sup>nd</sup> Term App	55%	2.02	n/a	1.035	0.12	0.10	0.02	0.01	0.01	3.315	0.38	0.09	0.861	1.00	2.331	27.70	5.646
1 <sup>st</sup> Term App	50%	2.02	n/a	1.035	0.12	0.10	0.02	0.01	0.01	3.315	0.34	0.09	0.783	1.00	2.213	27.70	5.528
UCP Level 6	80%	2.02	n/a	n/a	0.12	0.10	0.02	0.01	0.01	2.280	0.55	n/a	n/a	n/a	0.550	27.70	2.830
UCP Level 5	75%	2.02	n/a	n/a	0.12	0.10	0.02	0.01	0.01	2.280	0.52	n/a	n/a	n/a	0.520	27.70	2.800
UCP Level 4	70%	2.02	n/a	n/a	0.12	0.10	0.02	0.01	0.01	2.280	0.48	n/a	n/a	n/a	0.480	27.70	2.760
UCP Level 3	65%	2.02	n/a	n/a	0.12	0.10	0.02	0.01	0.01	2.280	0.45	n/a	n/a	n/a	0.450	27.70	2.730
UCP Level 2	55%	2.02	n/a	n/a	0.12	0.10	0.02	0.01	0.01	2.280	0.38	n/a	n/a	n/a	0.380	27.70	2.660
UCP Level 1	50%	2.02	n/a	n/a	0.12	0.10	0.02	0.01	0.01	2.280	0.34	n/a	n/a	n/a	0.340	27.70	2.620
Pre-Apprentice	35%	0.50	n/a	n/a	0.12	0.10	0.02	0.01	0.01	0.760	0.24	n/a	n/a	n/a	0.240	27.70	1.000

All Employer contributions and employee deductions shall be calculated on the basis of "hours worked".

## SCHEDULE "B2" EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

PAGE 1 of 2

Schedule "B2" shall apply to all commercial and institutional repaint construction projects.

### Repaint Construction Projects

Effective January 01, 2014

EMPLOYEE CLASSIFICATION		EMPLOYER CONTRIBUTIONS									EMPLOYEE DEDUCTIONS						
		BENEFIT PLAN	PENSION PLAN	JTS	CAF	MPDA	CIRP	JAP	BCBCBTU	TOTAL HOURLY PAID	ADMIN DUES (2.2%)	DC#38 ORG/ADM FUND	PIAF (5%)	APP TRADE SCHOOL	TOTAL HOURLY DEDUCTED	BASIC MONTHLY DUES	TOTAL HOURLY REMITTED
"A" Foreman	+ \$3.00	1.92	2.50	0.935	0.12	0.10	0.02	0.01	0.01	5.615	0.64	0.09	1.465	n/a	2.195	27.70	7.810
"B" Foreman	+ \$2.00	1.92	2.50	0.935	0.12	0.10	0.02	0.01	0.01	5.615	0.64	0.09	1.465	n/a	2.195	27.70	7.810
<b>CJP</b>	<b>100%</b>	<b>1.92</b>	<b>2.50</b>	<b>0.935</b>	<b>0.12</b>	<b>0.10</b>	<b>0.02</b>	<b>0.01</b>	<b>0.01</b>	<b>5.615</b>	<b>0.64</b>	<b>0.09</b>	<b>1.465</b>	<b>n/a</b>	<b>2.195</b>	<b>27.70</b>	<b>7.810</b>
6 <sup>th</sup> Term App	80%	1.92	n/a	0.935	0.12	0.10	0.02	0.01	0.01	3.115	0.52	0.09	1.172	1.00	2.782	27.70	5.897
5 <sup>th</sup> Term App	75%	1.92	n/a	0.935	0.12	0.10	0.02	0.01	0.01	3.115	0.48	0.09	1.099	1.00	2.669	27.70	5.784
4 <sup>th</sup> Term App	70%	1.92	n/a	0.935	0.12	0.10	0.02	0.01	0.01	3.115	0.45	0.09	1.025	1.00	2.565	27.70	5.680
3 <sup>rd</sup> Term App	65%	1.92	n/a	0.935	0.12	0.10	0.02	0.01	0.01	3.115	0.42	0.09	0.952	1.00	2.462	27.70	5.577
2 <sup>nd</sup> Term App	55%	1.92	n/a	0.935	0.12	0.10	0.02	0.01	0.01	3.115	0.35	0.09	0.806	1.00	2.246	27.70	5.361
1 <sup>st</sup> Term App	50%	1.92	n/a	0.935	0.12	0.10	0.02	0.01	0.01	3.115	0.32	0.09	0.733	1.00	2.143	27.70	5.258
UCP Level 6	80%	1.92	n/a	n/a	0.12	0.10	0.02	0.01	0.01	2.180	0.52	n/a	n/a	n/a	0.520	27.70	2.700
UCP Level 5	75%	1.92	n/a	n/a	0.12	0.10	0.02	0.01	0.01	2.180	0.48	n/a	n/a	n/a	0.480	27.70	2.660
UCP Level 4	70%	1.92	n/a	n/a	0.12	0.10	0.02	0.01	0.01	2.180	0.45	n/a	n/a	n/a	0.450	27.70	2.630
UCP Level 3	65%	1.92	n/a	n/a	0.12	0.10	0.02	0.01	0.01	2.180	0.42	n/a	n/a	n/a	0.420	27.70	2.600
UCP Level 2	55%	1.92	n/a	n/a	0.12	0.10	0.02	0.01	0.01	2.180	0.35	n/a	n/a	n/a	0.350	27.70	2.530
UCP Level 1	50%	1.92	n/a	n/a	0.12	0.10	0.02	0.01	0.01	2.180	0.32	n/a	n/a	n/a	0.320	27.70	2.500
Pre-Apprentice	35%	0.50	n/a	n/a	0.12	0.10	0.02	0.01	0.01	0.760	0.23	n/a	n/a	n/a	0.230	27.70	0.990

All Employer contributions and employee deductions shall be calculated on the basis of "hours worked".

## SCHEDULE "B2" EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

PAGE 2 of 2

Schedule "B2" shall apply to all commercial and institutional repaint construction projects.

### Repaint Construction Projects

Effective April 1, 2014

EMPLOYEE CLASSIFICATION		EMPLOYER CONTRIBUTIONS									EMPLOYEE DEDUCTIONS						
		BENEFIT PLAN	PENSION PLAN	JTS	CAF	MPDA	CIRP	JAP	BCBCBTU	TOTAL HOURLY PAID	ADMIN DUES (2.2%)	DC#38 ORG/ADM FUND	PIAF (5%)	APP TRADE SCHOOL	TOTAL HOURLY DEDUCTED	BASIC MONTHLY DUES	TOTAL HOURLY REMITTED
"A" Foreman	+ \$3.00	2.02	2.50	1.035	0.12	0.10	0.02	0.01	0.01	5.815	0.64	0.09	1.465	n/a	2.195	27.70	8.010
"B" Foreman	+ \$2.00	2.02	2.50	1.035	0.12	0.10	0.02	0.01	0.01	5.815	0.64	0.09	1.465	n/a	2.195	27.70	8.010
<b>CJP</b>	<b>100%</b>	<b>2.02</b>	<b>2.50</b>	<b>1.035</b>	<b>0.12</b>	<b>0.10</b>	<b>0.02</b>	<b>0.01</b>	<b>0.01</b>	<b>5.815</b>	<b>0.64</b>	<b>0.09</b>	<b>1.465</b>	<b>n/a</b>	<b>2.195</b>	<b>27.70</b>	<b>8.010</b>
6 <sup>th</sup> Term App	80%	2.02	n/a	1.035	0.12	0.10	0.02	0.01	0.01	3.315	0.52	0.09	1.172	1.00	2.782	27.70	6.097
5 <sup>th</sup> Term App	75%	2.02	n/a	1.035	0.12	0.10	0.02	0.01	0.01	3.315	0.48	0.09	1.099	1.00	2.669	27.70	5.984
4 <sup>th</sup> Term App	70%	2.02	n/a	1.035	0.12	0.10	0.02	0.01	0.01	3.315	0.45	0.09	1.025	1.00	2.565	27.70	5.880
3 <sup>rd</sup> Term App	65%	2.02	n/a	1.035	0.12	0.10	0.02	0.01	0.01	3.315	0.42	0.09	0.952	1.00	2.462	27.70	5.777
2 <sup>nd</sup> Term App	55%	2.02	n/a	1.035	0.12	0.10	0.02	0.01	0.01	3.315	0.35	0.09	0.806	1.00	2.246	27.70	5.561
1 <sup>st</sup> Term App	50%	2.02	n/a	1.035	0.12	0.10	0.02	0.01	0.01	3.315	0.32	0.09	0.733	1.00	2.143	27.70	5.458
UCP Level 6	80%	2.02	n/a	n/a	0.12	0.10	0.02	0.01	0.01	2.280	0.52	n/a	n/a	n/a	0.520	27.70	2.800
UCP Level 5	75%	2.02	n/a	n/a	0.12	0.10	0.02	0.01	0.01	2.280	0.48	n/a	n/a	n/a	0.480	27.70	2.760
UCP Level 4	70%	2.02	n/a	n/a	0.12	0.10	0.02	0.01	0.01	2.280	0.45	n/a	n/a	n/a	0.450	27.70	2.730
UCP Level 3	65%	2.02	n/a	n/a	0.12	0.10	0.02	0.01	0.01	2.280	0.42	n/a	n/a	n/a	0.420	27.70	2.700
UCP Level 2	55%	2.02	n/a	n/a	0.12	0.10	0.02	0.01	0.01	2.280	0.35	n/a	n/a	n/a	0.350	27.70	2.630
UCP Level 1	50%	2.02	n/a	n/a	0.12	0.10	0.02	0.01	0.01	2.280	0.32	n/a	n/a	n/a	0.320	27.70	2.600
Pre-Apprentice	35%	0.50	n/a	n/a	0.12	0.10	0.02	0.01	0.01	0.760	0.23	n/a	n/a	n/a	0.230	27.70	0.990

All Employer contributions and employee deductions shall be calculated on the basis of "hours worked".

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**APPENDIX "A"**  
**LETTER OF UNDERSTANDING RE: ENABLING**

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**PAGE 1 OF 2****BY AND BETWEEN:****IUPAT District Council #38 (DC#38)****(On behalf of its affiliated Local Unions.)****(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 Letter of Understanding 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")**

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The parties hereby agree that the following terms and conditions shall supercede any/all contrary application and/or interpretation of the Painters Standard Commercial/Institutional Agreement (the "Agreement"). Such terms and conditions shall be included within the Agreement, and shall be deemed to pertain thereto and be a part thereof. As a result, all other relevant provisions of the Agreement (i.e. effective date and duration, grievance resolution procedure, etc.) shall also apply to this Letter of Understanding.

- (1)** In recognition of the close working relationship on projects between the Union and other BCBCBTU affiliates, the parties acknowledge the need for enabling relief to be generally consistent. As a result, the parties agree to work towards achieving this objective wherever possible. Notwithstanding the foregoing, the parties also acknowledge the individual autonomy of the Union and agree that nothing herein shall be interpreted as an agreement to limit that autonomy in any way.
- (2) (a)** Article 13.000 of the Agreement, in conjunction with this Letter of Understanding, is specifically intended to provide the Employer with competitive relief where deemed necessary.
- (b)** As a result, unless otherwise mutually agreed to in writing by the Union and CLR, no enabling package, or individual term or condition therein, shall include a provision, not already provided for within the Agreement, which in any way either increases the Employer's cost and/or decreases the Employer's flexibility with respect to any term of such Agreement.



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**APPENDIX "A"**  
**LETTER OF UNDERSTANDING RE: ENABLING**

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**PAGE 2 OF 2**

- (c) The following example is offered to clarify the intent of item (2) (b). It is not meant to be inclusive of every possible situation, but merely to illustrate potential circumstances which could ultimately arise.
- > If the Union provides competitive relief (e.g. reduction of rates, relaxation of crewing ratio restrictions, suspension of premiums, broadening of start time flexibility, mobility of members, etc.), but makes such relief contingent upon the Employer purchasing material from a Union signatory supplier, and/or waiving their right to utilize existing name request and/or recall provisions, then such contingency shall not be enforceable.
- (3) Unless otherwise mutually agreed to in writing by the Union and CLR, neither the Union nor an individual Union Local(s) shall decline to participate in good faith in the process contemplated by Article 13.000 of the Agreement and/or this Letter of Understanding.
- (4) The parties expressly agree that the Union and/or an individual local(s) of the Union would be in violation of item (3) if the Union and/or an individual local(s) of the Union were to decline an Employer's enabling request pursuant to either a formal or informal (i.e. blanket) policy of refusal.
- (5) Individual union members shall retain the right to refuse a dispatch to an enabled project, but neither the Union nor an individual local(s) of the Union shall encourage or otherwise counsel its members to do so.

Dated this 13<sup>th</sup> day of March, 2014Dated this 13<sup>th</sup> day of March, 2014Signed on behalf of:  
Construction Labour Relations  
Association of BCSigned on behalf of:  
IUPAT District Council #38Clyde H. ScollanE. AkelaitisP. Byrne

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**APPENDIX "B" - DEFINITIONS AND ABBREVIATIONS**

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**PAGE 1 of 3**

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. CLR**

Construction Labour Relations Association of B.C.

**4. CSA**

Canadian Standards Association

**5. DC#38**

International Union of Painters and Allied Trades (IUPAT) District Council #38

**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**

**(a)** Any individual, business, partnership, company, corporation, or other similar entity, signatory to this Agreement.

**(b)** 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).

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**APPENDIX "B" - DEFINITIONS AND ABBREVIATIONS**

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**PAGE 2 of 3****9. Hours Earned**

- (a) 1 straight time hour = 1 hour earned
- (b) 1 time and one-half overtime hour = 1½ hours earned
- (c) 1 double time overtime hour = 2 hours earned

**10. Hours Worked**

- (a) 1 straight time hour = 1 hour worked
- (b) 1 time and one-half overtime hour = 1 hour worked
- (c) 1 double time overtime hour = 1 hour worked

**11. Industrial Construction**

- (a) The definition of industrial construction as provided for within the Painters Standard Industrial Agreement shall also apply to the Painters Standard Commercial/Institutional Agreement.
- (b) On industrial construction projects, any employee required to work underground shall receive a premium of ten percent (10%) over and above the otherwise applicable minimum hourly wage rate. The foregoing shall not apply to work performed within open ditches or basements of buildings.

**12. LRB**

British Columbia Labour Relations Board

**13. Local**

An affiliated Local of the Union.

**14. Local Resident Employee**

An employee who resides within one hundred (100) road kilometres of the project or, where ferry travel is involved, within seventy-five (75) minutes travel time, including ferry travel and road kilometres.

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**APPENDIX "B" - DEFINITIONS AND ABBREVIATIONS**

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**PAGE 3 of 3****15. Lower Mainland/Fraser Valley**

Inclusive of West Vancouver to the west, Chilliwack to the east, and all cities, towns, municipalities, villages, communities, etc. in between.

**16. MPDA**

Master Painters and Decorators Association

**17. New Construction**

New Construction 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 monetary package schedules for New Construction Projects shall apply.

**18. Repaint Construction**

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 monetary package schedules for Repaint Construction Projects shall apply.

**19. Union**

- (a) IUPAT District Council #38, acting on behalf of its affiliated Locals.
- (b) 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.

**20. WSBC**

WorkSafe BC (the Workers' Compensation Board of BC)

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**APPENDIX "C" - SCHEDULE OF STATUTORY HOLIDAYS**


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The following schedule of statutory holidays shall be applicable to the interpretation of this Agreement.

**1. 2014**

<u>Statutory Holiday</u>	<u>Actual Date</u>	<u>Observed Date</u>
New Years' Day	Wednesday, Jan. 1 <sup>st</sup>	Wednesday, Jan. 1 <sup>st</sup>
Family Day	Monday, Feb. 10 <sup>th</sup>	Monday, Feb 10 <sup>th</sup>
Good Friday	Friday, Apr. 18 <sup>th</sup>	Friday, Apr. 18 <sup>th</sup>
Easter Monday	Monday, Apr. 21 <sup>st</sup>	Monday, Apr. 21 <sup>st</sup>
Victoria Day	Monday, May 19 <sup>th</sup>	Monday, May 19 <sup>th</sup>
Canada Day	Tuesday, July 1 <sup>st</sup>	Tuesday, July 1 <sup>st</sup>
Friday before BC Day	Friday, Aug. 1 <sup>st</sup>	Friday, Aug. 1 <sup>st</sup>
BC Day	Monday, Aug. 4 <sup>th</sup>	Monday, Aug. 4 <sup>th</sup>
* Friday before Labour Day	Friday, Aug. 29 <sup>th</sup>	Friday, Aug. 29 <sup>th</sup>
Labour Day	Monday, Sept. 1 <sup>st</sup>	Monday, Sept. 1 <sup>st</sup>
Thanksgiving	Monday, Oct. 13 <sup>th</sup>	Monday, Oct. 13 <sup>th</sup>
Remembrance Day	Tuesday, Nov. 11 <sup>th</sup>	Tuesday, Nov. 11 <sup>th</sup>
Christmas Day	Thursday, Dec. 25 <sup>th</sup>	Thursday, Dec. 25 <sup>th</sup>
Boxing Day	Friday, Dec. 26 <sup>th</sup>	Friday, Dec. 26 <sup>th</sup>

- \* The Friday preceding Labour Day may be floated on a commercial and/or institutional project 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.

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**APPENDIX "D" - LIST OF SIGNATORY EMPLOYERS**

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Effective March 13, 2014, the following employers have authorized CLR to bargain the revised Painters Standard Commercial/Institutional with IUPAT District Council #38 and to sign such Agreement on their behalf.

1. Alliance Painting and Decorating Ltd.
2. Certified Coating Specialists
3. Combined Painting (1985) Ltd.
4. Done Right Painting & Sandblasting Ltd.
5. Harmony Industrial Painting (1983) Ltd.
6. J. Kerschbaumer Inc.
7. J.R. Freeman Painting Contractor Ltd.
8. Kelly & Company Painting & Decorating Ltd.
9. Peter Combe Ltd.
10. Ross Rex Industrial Painters Ltd.
11. Park Derochie (Seaside) Coatings Inc.
12. Spectrum Painting Ltd.
13. Sunset Speciality Coatings Inc.
14. Vis Painting Ltd.
15. Watson's Paint & Floor Centre (1996) Ltd.
16. Westcan Painting & Decorating Ltd.