

# **PAINTERS STANDARD INDUSTRIAL AGREEMENT**

**By and Between:**

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

(Hereinafter referred to as the "Union")

**And:**

**Construction Labour Relations Association of BC  
(CLR)**

**\*On its own behalf, and on behalf of its member Employers who have authorized the Association to execute this Agreement and those members added from time to time by notice given to the BCBCBTU**

**\*Pursuant to the August 9, 2016 Letter of Agreement By and Between the BCBCBTU and CLR**

(Hereinafter referred to as the "Employer")

**May 1, 2019 to April 30, 2023**

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**ARTICLE 1.000 – OBJECTS**

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

**ARTICLE 2.000 – EFFECTIVE DATE AND DURATION**

**2.100** This Agreement shall be for the period from and including May 1, 2019, to and including April 30, 2023, and from year to year thereafter subject to the right of either party to this Agreement, within four (4) months immediately preceding the date of expiry of this Agreement, which is April 30, 2019, or immediately preceding the last day of April in any year thereafter, by written notice to require the other party to this Agreement to commence collective bargaining.

**2.200** Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of a strike, or the Employer shall give notice of a lockout, or the parties shall conclude a renewal or revision of this Agreement, or a new collective agreement.

**2.300** The operation of Sections 50(2) and 50(3) of the *Labour Relations Code* are hereby excluded.

**ARTICLE 3.000 – EXTENT**

**3.100** Scope of Work

**3.101** **Work Jurisdiction**

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

**3.102** **Definition of Industrial**

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

**3.103** **Extraction and Removal of Spent Blast Abrasive**

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

**3.104 Work Performed by Employers**

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

**3.200 Modifications of Agreement Provisions****3.201 Enabling**

- (a) The Union and the Employer may determine on a job by job, area, or sector basis if special dispensation is required to become competitive and, should the necessity arise, may by mutual agreement and in writing amend or delete any term or conditions of this Agreement as required. It is understood and agreed that any amendments or deletions to any terms and conditions of this Agreement made pursuant to this Article will only apply to the specific job, area, or sector identified by the Parties. Sector or area enabling will have a specific written end date and when that date is reached or when the enabled job is complete all regular terms of the Agreement will be reinstated.
- (b) It shall be a violation of this Agreement for the parties to agree to the reduction or elimination of any of the Employer contributions required in accordance with this Agreement without the specific prior written consent of both CLR and the Union.

**3.202 More Favourable Painting Agreement**

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

**3.300 Subcontracting**

- 3.301** (a) There shall be no subletting, directly or indirectly, either in whole or in part, for any labour services required by any Employer in performance of work included in the Scope of Work in this Agreement, to any person, persons, or contracting firm not signatory to this Agreement. The Union reserves the right to withdraw its members from any project of an Employer if such Employer fails to act in accordance with the foregoing.
  - (b) Work which has traditionally been subcontracted by Employers by reason of specialized skills or equipment not generally within the Employer's resources (i.e. erection and removal of complex or extensive scaffolding and maintenance of equipment more extensive than routine servicing) shall be exempt from such provision.
- 3.302** The Union agrees not to allow its membership to contract, subcontract, or estimate on work for their own gain, nor to act in any capacity other than that of an Employee. Any member agreed by both parties to be in violation of this Article shall be terminated by the Employer and shall be disciplined by the Union.

**3.400 Union Security and Affiliation**

- 3.401** Subject to reasonable notice given to the Employer, it shall not be a violation of this Agreement for the Union to withdraw its members from a project(s) for rendering assistance to labour organizations, or refusal on the part of Union members to handle any materials, equipment or product declared unfair by Building Trade Councils, or

manufactured, assembled, or produced by an employer whose employees are on strike against or are locked out by an employer.

**3.500 Bargaining**

**3.501** CLR is authorized to bargain on behalf of its member Employers who have authorized the Association to execute this Agreement, and those members added from time to time by notice given to the BCBCBTU pursuant to the August 9, 2016 Letter of Agreement By and Between the BCBCBTU and CLR, in all matters relating to the negotiation, re-negotiation or amendment of this Agreement.

(a) Such CLR member Employers shall be bound by the terms and conditions of this Agreement, and any amendments to this Agreement which are subsequently negotiated between the parties during the term of this Agreement, and any subsequent Agreement governing the same Scope of Work which is negotiated between the parties.

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

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

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

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**ARTICLE 4.000 – MONETARY PACKAGE**

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**4.100 Monetary Package**

**4.101 Wage Rates**

Wage rates and benefits are set out in Schedule "A" attached to this agreement.

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

**4.200 Premiums**

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

**4.201** Spray painting, sandblasting, building cleaning (by steam or other process) two dollars and twenty-five cents (\$2.25) per hour.

**4.202 Altitude and Hazard Pay**

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

**4.300 Employee Classifications****4.301 Forepersons**

It shall be a violation of this Agreement for an Employer to require an Employee to act as a General Foreperson, "A" Foreperson or "B" Foreperson unless such Employee is paid the applicable Foreperson rate.

**(a) General Foreperson**

When the Employer considers it necessary to appoint a General Foreperson the minimum straight time hourly wage rate for such General Foreperson shall be one hundred and twenty percent (120%) of the applicable Journeyperson straight time hourly wage rate. Once appointed this rate shall apply until the project is reduced in scope to the point a General Foreperson is no longer required."

**(a) "A" Foreperson**

When the Employer considers it necessary to appoint a Foreperson in charge of five (5) or more Employees, the minimum straight time hourly wage rate for such Foreperson shall be one hundred and fifteen percent (115%) of the applicable Journeyperson straight time hourly wage rate. Refer also to Schedule "A". No "A" Foreperson shall have their wage rate reduced as a result of this Article.

**(b) "B" Foreperson**

When the Employer considers it necessary to appoint a Foreperson in charge of up to four (4) Employees, the minimum straight time hourly wage rate for such Foreperson shall be one hundred and eight percent (108%) of the applicable Journeyperson straight time hourly wage rate. Refer also to Schedule A.

**(c) Calculation of Otherwise Applicable Wage Rate**

The calculation of the otherwise applicable wage rate over and above which the Foreperson premium is added, shall specifically include any/all premiums which may apply.

**(d) Selection and Qualification**

All Forepersons shall be selected and assigned at the option of the Employer, and shall possess a recognized Tradesperson Certificate in the trade.

**4.302 Apprentices**

Refer to Article 9.100 for additional provisions regarding Apprentices.

**(a) Classification and Wage Rates**

All Apprentices shall be classified in accordance with the following schedule. The minimum straight time hourly wage rate for an Apprentice shall be the applicable percentage of the applicable minimum straight time hourly wage rate for a Journeyman on the project. Refer also to Schedule "A".

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

**4.303 Pre-Apprentices**

Refer to Article 9.200 for additional provisions regarding Pre-Apprentices.

**Wage Rates**

The minimum straight time hourly wage rate for a Pre-Apprentice shall be forty percent (40%) of the applicable Journeyman minimum straight time hourly wage rate on the project. Refer also to Schedule "A".

**4.400 Annual Vacation and Statutory Holidays****4.401 Vacation Pay and Statutory Holiday Pay****(a) Forepersons, Journeymen and Apprentices**

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

**(b) Pre-Apprentices**

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

**4.402 Annual Vacation**

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

**4.403 Statutory Holidays**

The following Statutory Holidays shall apply to Industrial Construction projects.

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

In the event the Federal or Provincial Governments declare a new Statutory Holiday, representatives from BCBCBTU and CLRA shall meet with the holiday comes into effect to determine which Non-Statutory Holiday currently provided for in the collective agreement shall be floated to the period between Christmas and New Years.

**4.500 Employer Contributions**

The Employer contributions as provided for within Schedule "A" shall apply to all work performed in accordance with this Agreement. All remittances for hours of work on Industrial Construction projects shall be calculated and paid on the basis of "hours earned".

**4.501 Union Health & Welfare Plan**

(a) The Employer shall contribute the required amount to the Union Health & Welfare Plan in the manner set forth in Article 5.000. Such amount, and the effective dates applicable thereto, shall be as stipulated within Schedule A.

(b) The Employer contribution to the Union Health & Welfare Plan required on behalf of a Pre-Apprentice shall be calculated as follows:  $((A \times B) \div C)$  where

A = the "full rate" Employer contribution to the Union Health & Welfare required on behalf of a Foreperson, Journeyman and/or Apprentice

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

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

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

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



**4.502 Union Pension Plans**

- (a) The Employer shall contribute the required amount to the Union Pension Plans in the manner set forth in Article 5.000. Such amount, and the effective dates applicable thereto, shall be as stipulated within Schedule "A".

Of the total contribution to the Union Pension Plan in Schedule "A" fifty cents (\$0.50) shall be for the District Council 38 Pension Trust Fund and the balance shall be for the International Painters and Allied Trades Industry Pension Fund (Canada),

- (b) No Employer contribution to the Union Pension Plans shall be required on behalf of Apprentices or Pre-Apprentices.
- (c) The parties adopt and agree to be bound by the terms and conditions of the Agreement and Declaration of Trust establishing the International Union of Painters and Allied Trades Union & Industry Pension Fund (Canada), including any alterations, additions or amendments thereto, as if original parties thereto, and as if the same formed part of this Agreement.

**4.503 Contract Administration Fund (CAF)**

- (a) Each Employer, regardless of whether such Employer is a member of CLR, shall contribute the amount included in Schedule A for each 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 direct result of the Union having to change their Employer monthly remittance report form because of a change in the Employer contribution to the CAF.
- (b) The Union shall collect and forward to CLR, without exception, all monies designated for the CAF and received in accordance with the Employer monthly remittance report. Payment to CLR shall be made by the Union not later than the last day of the month in which such amount was received and shall be accompanied with a summary report that provides hours of work and fund remittances by each Employer working under this Agreement. A designated representative of CLR may inspect, upon appointment, the receipts and records of the Union related to the CAF.

**4.504 MPDA Management Fund****(a) Recognition**

- (i) The Union recognizes the importance of Employers having a Management Fund to promote the interests of Building Trade Unionized Painting Contractors in the Province of British Columbia.
- (ii) The Employers recognize that the Union represents their Employees and shall not in any way be party to any funding that recognizes or promotes the interests of either non-union or non-Building Trade Union Painting Contractors.
- (iii) In the event that the intent of Article 4.504(a)(ii) is violated, the parties agree that the requirement for funding as specified in Article 4.504 (b) shall be null and void.

**(b) Funding**

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

**4.505 DC#38 Joint Trade Board Trust Fund**

The Employer shall contribute the amount included in Schedule A for each hour worked to the DC#38 Joint Trade Board Trust Fund in the manner set forth in Article 5.000.

**4.506 Rehabilitation Plan**

The Employer shall contribute the amount included in Schedule A for each hour worked to the Rehabilitation Plan in the manner set forth in Article 5.000. The parties shall accept the Trustees of such Plan as appointed by CLR and the BCBCBTU.

**4.507 Jurisdictional Assignment Plan (JAP)**

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

**4.508 BCBCBTU Fund**

The Employer shall contribute the amount included in Schedule A for each hour worked to the BCBCBTU Fund in the manner set forth in Article 5.000. Such contribution shall continue only for as long as the Bargaining Council structure continues to exist pursuant to the *Labour Relations Code*.

**4.509 Construction Industry of BC Substance Abuse Testing and Treatment Program (D&A Policy)**

The Employer shall contribute the amount included in Schedule A for each hour worked to the D&A Policy in the manner set forth in Article 5.000.

**4.600 Employee Deductions****4.601 Union Dues**

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

**4.602 BCYT Fund**

The Employer shall deduct the amount included in Schedule A for each hour earned and shall remit such deduction to the BCYT Fund in the manner set forth in Article 5.000.

**4.603 Apprentice Trade School Fund**

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

**4.604 Rehabilitation Plan**

The Employer shall deduct the amount included in Schedule A for each hour worked and shall remit such deduction to the Rehabilitation Plan in the manner set forth in Article 5.000.

**4.700 Payment of Wages****4.701 Pay Cheques**

- (a) The Employer shall once per week pay to each Employee all wages, premiums, allowances and annual vacation and statutory holiday pay earned by the Employee to a day not more than five (5) working days prior to the date of payment.
- (b) Each Employee shall receive, with their pay, a statement showing the Employer's name and address, the Employee's name, the number of hours worked at straight time and overtime, deductions made and gross and net pay.
- (c) The Employer may process both payroll and pay statements electronically. Employees shall have the right to request paper cheques and statements.

**4.702 Notice of Layoff or Termination**

- (a) After one (1) weeks' employment, one (1) hours' notice of layoff or termination

shall be given by the Employer, or one (1) hours' pay shall be paid in lieu thereof. Notwithstanding the foregoing, an Employee shall be required to remain on the project in order to be entitled to be paid for that hour.

- (b) In the event an Employee receives notice of layoff or termination after their regular shift, such Employee shall be paid one (1) hours' pay at the otherwise applicable hourly rate (straight time or overtime as the case may be).
- (c) Employees shall be paid wages owing at time of layoff or termination no later than three (3) business days following the date of layoff or termination.

**4.703 Failure to Pay on Time**

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

**4.704** Notwithstanding any/all contrary provisions contained within this Agreement, all payroll shall be processed in a manner consistent with CRA Regulations.

**4.800 Inspection of Records**

- 4.801** The Union may, upon written notice to the Employer and during regular business hours, inspect the Employer's records as to the time and payment of wages, annual vacation and statutory holiday pay, Employer contributions, and/or Employee deductions, required pursuant to this Agreement.
- 4.802** Failure by an Employer to comply with Article 4.801 within two (2) business days of receiving a written notice from the Union to do so, shall be just cause for withdrawal of Employees.

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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 Monthly Remittances**

- 5.101** The Employer shall remit all Employer contributions and Employee deductions required under the terms of this Agreement, on behalf of all Employees working under the terms of this Agreement. Refer to Schedule "A" attached.
- 5.102** Such Employer remittance shall be:
  - (a) made by a single payment, payable to IUPAT District Council 38, inclusive of all

obligations arising from hours up to the close of the Employer's payroll ending closest to the last day of the preceding calendar month, and

- (b) accompanied by a correctly completed Employer's Monthly Report of Contributions, and
- (c) received by IUPAT District Council 38 not later than the fifteenth (15<sup>th</sup>) day of the month following that for which such payments are payable.

**5.103** The Employer shall submit a "nil" report if such Employer had employed no Employees during the period for which payments would otherwise have been payable. The Employer shall not be required to submit a "nil" report for a period in which no Employees had been employed, if the Union has been notified, in writing, that such Employer is no longer in business.

**5.104 (a)** The Union shall notify an Employer, in writing, of any delinquency. If the Employer fails to correct such delinquency within three (3) working days of receiving notification thereof, the Union shall require a penalty in the amount of ten percent (10%) of the delinquent remittance.

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

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

**5.200 Employer Contributions and Employee Deductions**

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

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

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

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

**5.300 Calculation of Monetary Package and Wage Rates**

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

- (a) the breakdown of the Monetary Package,
- (b) hourly wage rates for Forepersons and Apprentices, and

- (c) all other job classifications or premiums requiring calculation.
- 5.302** The Union and the JTB shall mutually agree on the format of the Employers Monthly Remittance Report. Such Report shall include, as a minimum, space for the listing of each Employee's name, Social Insurance Number, and number of hours worked at both straight time and overtime. The cost for supplying blank Report copies shall be borne by the Union, except as pursuant to Article 4.503(a).
- 5.303** Such mutual agreements referred to in Articles 5.301 and 5.302 shall be reached prior to such information or documents being distributed to either the Union membership or any Employer signatory to this Agreement.
- 5.304** Article 5.300 shall not be interpreted to mean that the Union does not retain sole authority to determine allocation of the monetary package.

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### ARTICLE 6.000 – HOURS OF WORK AND OVERTIME

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

#### **6.100 Regular Hours**

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

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

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

#### **6.103 Starting and Stopping Times**

(a) The starting and stopping time on a project may be varied by one (1) hour earlier or later than the normal 8:00 am start at the Employer's discretion.

(b) Employees shall be at the work place and ready to start work at the designated starting time, except as may otherwise be provided by this Agreement.

#### **6.104 Clean-Up Time**

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

#### **6.200 Overtime Hours**

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

#### **6.201 Monday through Friday**

The first two (2) hours of overtime Monday through Friday shall be paid at one and one-

half (1½) times the otherwise applicable minimum straight time hourly wage rate. Double time shall apply thereafter.

**6.202 Saturday**

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

NOTE: Refer to the Parties Letter of Understanding RE: Saturday Overtime Rates.

**6.203 Sunday and Statutory Holidays**

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

**6.204 Shifts**

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

**6.300 Compressed Work Week**

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

**6.301 Hours of Work**

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

**6.302 Overtime**

- (a) The first ten (10) hours of overtime worked on the Friday of a Monday through Thursday compressed work week, or on the Monday of a Tuesday through Friday compressed work week, shall be payable at one and one-half (1½) times the otherwise applicable minimum straight time hourly wage rate.
- (b) The first eight (8) hours of overtime worked on a Saturday shall be payable at one and one-half (1½) times the otherwise applicable minimum straight time hourly wage rate.

NOTE: Refer to the Parties Letter of Understanding RE: Saturday Overtime Rates.

- (c) All other overtime hours, including all hours worked in excess of ten (10) hours per day, all hours worked in excess of eight (8) hours on a Saturday, and all hours worked on Sundays and statutory holidays, shall be payable at two (2) times the otherwise applicable minimum straight time hourly wage rate.

### 6.303 Statutory Holidays

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 a 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. All Statutory Holidays which occur on the second or third day of a compressed work week schedule may be rescheduled by prior mutual agreement of the Employer and the Union.

## 6.400 Shifts

### 6.401 Scheduling of Shifts

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

### 6.402 Shift Premiums

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

Day Shift: No shift premium.

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

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

A shift commencing at 3:30 pm shall be deemed to be an afternoon shift and a shift commencing at 8:30 pm shall be deemed to be a night shift. Overtime on afternoon and night shifts shall be payable for all hours of work performed in excess of eight (8) hours per shift.

## 6.500 Reporting Pay

- 6.501 In the event an Employee reports for work at the request of the Employer but does not



commence work, such Employee shall be paid two (2) hours at the otherwise applicable rate.

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

## **6.600 Rest Periods and Meal Breaks**

### **6.601 Rest Periods**

- (a) Two (2) rest periods of ten (10) minutes duration each shall be provided during a scheduled eight (8) hour or nine (9) hour shift. A third rest period of ten (10) minutes duration shall be provided after eight (8) hours if the shift is subsequently extended beyond eight (8) hours or nine (9) hours up to a maximum of ten (10) hours.
- (b) Two (2) rest periods shall be provided on a scheduled shift of ten (10) hours, however each such rest period shall be of fifteen (15) minutes duration.
- (c) Rest periods shall be taken at a location determined by mutual agreement between the Employer and the Employees.

### **6.602 Meal Breaks**

- (a) A one-half ( $\frac{1}{2}$ ) hour meal break shall be provided during each working shift at approximately the middle of such shift. This break shall not be considered as time worked. The parties may mutually agree to a one (1) hour meal break, in which case the stopping time of the shift shall be extended by one-half ( $\frac{1}{2}$ ) hour.
- (b) When Employees are required to work a shift of more than ten (10) hours duration, the Employer shall provide a meal period of thirty (30) minutes which shall be paid for at straight time rates. An additional thirty (30) minute meal break paid at straight-time rates shall be provided every four (4) hours thereafter. The Employer shall also provide a hot meal to the Employees at no cost, or shall pay each Employee a tax-free meal allowance of seventeen dollars (\$17.00) or the amount specified by CRA as reasonable for an overtime meal allowance in lieu thereof.

## **6.700 Climatic Conditions**

- 6.701** It shall not be a violation of this Agreement for the otherwise applicable hours of work to be varied with the prior mutual agreement of the parties. Such mutual agreement shall apply only for the project or duration which has been specifically agreed upon.
- 6.702** The following standards shall apply with respect to varying hours because of inclement climatic conditions.
- (a) On projects lasting from one (1) to six (6) months, only one (1) vote shall be allowed in regards to working on the weekend because of inclement climatic conditions.

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

## **6.800 Bridge Repaints**

### **6.801 Application**

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

### **6.802 Hours of Work and Overtime**

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

NOTE: Refer to the Parties Letter of Understanding RE: Saturday Overtime Rates.

### **6.803 Inclement Weather Hour Bank**

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

- (a) An Inclement Weather Hour Bank shall be allowed up to a maximum of forty (40) hours. Hours may be drawn from this bank to make up only for hours lost due to inclement weather. Employees shall be allowed to work at straight time rates outside of the regular hours of work in order to establish their hour bank. This does not apply to hours worked on Saturdays, Sundays and Statutory Holidays. This hour bank, if diminished by inclement weather, may be replenished to the forty (40) hours maximum. The provision of the hour bank shall apply only to the specific project on which the hour bank was established.
- (b) This provision may be implemented on any Industrial Construction project with the mutual agreement of the Employer and the Union. The Union agrees that it will not withhold its agreement if the Employer can demonstrate that a majority of the crew (i.e. 50% + 1) on the project support implementation.
- (c) If any Employer is found to be in violation of the terms of Article 6.803(a), all hours worked pursuant to such Article shall be deemed to be overtime and shall be paid at the applicable overtime rate.

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


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**7.100 Metro Zones****7.101 Defined Metro Zones**

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

- Vancouver-New Westminister Metro Zone
- Victoria Metro Zone
- Nanaimo Metro Zone

**7.102 Other Metro Zones**

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

**7.200 Daily Travel**

**7.201** On projects situated beyond the boundaries of the Metro Zones in Articles 7.100, each Employee using their own vehicle shall be paid a daily travel allowance of fifty-nine cents (\$0.59) per kilometre for mileage driven to and from the Metro Zone limits. Such allowance shall be non-taxable to the extent allowed by the Canada Revenue Agency for mileage expense reimbursements.

**7.202** When it is necessary for an Employee to do a full day's work and travel before and after working hours, such travelling time shall be paid at straight time rates to and from the Metro Zone limits.

**7.203** As an alternative to the foregoing the Employer may provide transportation in approved passenger-carrying vehicles which conform to public transit standards, with full insurance coverage and operated in compliance with WorkSafeBC regulations, it being understood that in such an event a marshalling point or points shall be established at a place or places agreed to by the parties (prior to the commencement of the project) within the sixteen (16) kilometre distance called for above and that the time spent in travelling to and from such marshalling points to the project site shall be done during regular hours and while the member is on the payroll.

**7.204** Where a variety of travel distances exist for members to a particular project a pre-job conference between the Employer and the Union shall be held to arrive at a mutually agreed amount which shall be paid to such members on the project.

**7.205** Where the Union and the Employer have arrived at a mutually agreed travel allowance, such daily travel allowance shall apply in that area for that project.

**7.300 Periodic Leave**

**7.301 (a)** On out-of-town projects of over fifty (50) calendar days duration, a Periodic Leave shall be made available to Employees every forty (40) calendar days. Refer to Appendix "A" for definition of an out-of-town project.

**(b)** An allowance for Periodic Leave shall be provided by the Employer on a "use it or lose it" basis, in accordance with the following formula. Such allowance shall be paid only once for each Period Leave.

0 km to 249 km	not applicable
250 km to 500 km	\$ 175.00
501 km to 750 km	\$ 275.00

751 km to 1000 km	\$ 375.00
over 1000 km	\$ 475.00

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

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

**7.400** Initial and Terminal Travel

- 7.401** The Employer shall pay an initial and terminal travel allowance of fifty-nine cents (\$0.59) per road kilometre to any Employee who is directed or dispatched to an out-of-town project.
- (a) Such allowance shall be the maximum allowable tax-free rate for mileage expense reimbursement as published annually by the Canada Revenue Agency shall be paid.
- (b) Such allowance shall be payable each way, and the distance travelled shall be calculated from the Employee's residence to the project via the most direct route.
- 7.402** The Employer shall reimburse an Employee, upon the submission of the appropriate receipts, for any ferry fares (car and driver) which are incurred in the course of initial and terminal travel. Highway tolls shall not be a reimbursable expense.
- 7.403** Where an Employee requests to use air travel to travel to the project, the following terms and conditions shall prevail.
- (a) The Employer shall pay for airfare, inclusive of all related fees and taxes, plus taxi fare to/from the project from the airport located nearest thereto. Taxi fare shall not be payable where Employer (or Owner) supplied transportation is provided.
- (b) The Employer shall pre-arrange the air travel to/from the airport nearest the Employee's residence. The air carrier and class of ticket shall be at the discretion of the Employer, but shall be via a regularly scheduled carrier. The Employer shall not direct an Employee to fly "standby".
- (c) The Employee shall provide the Employer with the Boarding Pass and proper ground transportation receipts if requested to do so by the Employer.
- 7.404** Where a variety of travel distances exist for Employees to a particular project, the Employer and the Union may agree upon a standard initial and terminal travel allowance "lump sum" amount which shall be paid to all applicable Employees on the project. Such agreement shall be reached prior to the commencement of work on the project, and prior to date of tender if possible.

**7.405** The Employer shall ensure that an Employee receives payment for the applicable initial travel allowance and any applicable reimbursements for incurred expenses (i.e. ferry fares, etc.) within seven (7) calendar days of the Employee's first shift on the project. The Union and the Employer may mutually agree to vary this requirement. Such agreement shall be reached prior to the commencement of work on the project, and prior to date of tender if possible.

**7.406** In the event an Employee voluntarily terminates their own employment after having been on the project for less than fifteen (15) calendar days, the Employer shall not be required to pay the Employee's terminal travel allowance, and shall additionally be entitled to deduct the initial travel allowance already paid from the Employee's final pay cheque.

### **7.500 Out-of-Town Accommodation**

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

#### **7.501 Room and Board Allowance**

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

**Option #1** The Employer shall provide the Employee with a daily lump sum Living Out Allowance (LOA) of \$145.00 (effective May 1, 2020 \$150.00 and effective May 1, 2022 \$155.00).

**Option #2** The Employer shall provide the Employee with a single room plus \$65.00 (effective May 1, 2020 \$67.50, effective May 1, 2022 \$70.00) daily meal allowance.

If the Employer provided room is forty (40) road kilometres or less from the project, no daily travel allowance shall be paid. If the Employer provided room is more than forty (40) road kilometres from the project, a daily travel allowance of fifty-nine cents (\$0.59) per road kilometre shall be paid, each way, to/from the forty (40) kilometre boundary.

Such allowance shall be subject to annual adjustments throughout the duration of the Painters Standard Industrial Agreement to the maximum allowable tax-free rate for mileage expense reimbursement as published annually by the Canada Revenue Agency.

#### **7.502 Camp Accommodation**

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

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

**7.503 Weekend Checkout**

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

**7.504 Marshalling Points**

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

**7.505 Pre Job Conference**

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

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**ARTICLE 8.000 – HIRING**

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

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

**8.102 Clearance**

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

**8.200 Permit Workers**

- 8.201** (a) In the event that the Union is unable to supply the Employer with qualified workers within forty-eight (48) hours, the Employer shall have the right to employ permit workers.
- (b) All permit workers shall obtain a dispatch slip from the Union prior to commencing work, and/or prior to proceeding to an out-of-town project.
- (c) Permit workers shall be paid eighty percent (80%) of the applicable Journeyman wage rate.
- 8.202** (a) The Union retains the right to revoke the dispatch slip for any permit worker, providing such revocation is provided to the Employer in writing and does not interfere with the completion of a shift.

(b) The Employer shall replace permit workers with Union members within twenty-four (24) hours of receiving written direction from the Union to do so.

**8.203** Article 8.202 is not applicable to permit workers employed on out-of-town projects for less than thirty (30) calendar days.

**8.204** Nothing in Article 8.200 shall be interpreted to mean that a Union member is precluded from finding their own job, providing that the clearance requirements of Article 8.100 are otherwise complied with.

**8.300 Local Hiring**

**8.301** Where an Employer has contracted work at a location other than where their registered office of business is located and where qualified members of the Union reside, such Employer shall give hiring preference to those local residents based upon the ratio of three (3) local Employees for every one (1) Employee from Employer's own forces.

**8.302** It is understood the first two (2) Journeypersons on a project can be Employee Union Members from the BC business location of the Employer. Any overtime is to be shared equally amongst the Employees on that project. One (1) of the first two (2) Journeypersons previously referred to shall be exempt from this provision.

**8.303** In the event there are insufficient local residents, the Employer shall be able to crew the project with members from elsewhere in the jurisdiction of the Union. A local resident, for the purpose of this Article, is defined as one whose local daily travel costs do not exceed the cost of room and board and who has resided in that location for a period of forty-five (45) days prior to the start of the project.

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

**8.400 Withdrawal of Members**

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

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**ARTICLE 9.000 – APPRENTICES AND PRE-APPRENTICES**

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**9.100 Apprentices**

**9.101 Classification**

Refer to Article 4.302(a).

**9.102 Journeyperson/Apprentice Ratio**

(a) Employers may employ one (1) Apprentice for every two (2) Journeypersons regularly employed. If only two (2) Employees are employed by an Employer, one (1) of the Employees may be an Apprentice.

(b) The JTB shall have the right to require any Employer who regularly employs more than three (3) Journeypersons to employ at least one (1) Apprentice. These

provisions may be changed to suit the ability of individual Employers to train Apprentices after review by the JTB.

- (c) Only those Employers complying with the Journeyperson/Apprentice ratio shall be allowed to employ permit workers pursuant to Article 8.200, unless there are no Apprentices available. The JTB retains the right to waive this provision after considering the Employer's record in regard to the training of Apprentices.

#### **9.103 Journeyperson Supervision**

An Apprentice shall work under the supervision of a Journeyperson at all times.

#### **9.104 Administration of Apprenticeship Program**

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

#### **9.105 Employer Contributions**

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

### **9.200 Pre-Apprentices**

#### **9.201 Purpose**

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

#### **9.202 Restrictions**

Unless otherwise mutually agreed by the parties, in writing, a Pre-Apprentice shall:

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

#### **9.203 Ratios**

There shall be no expressed restriction on the number of Pre-Apprentices an Employer may employ at any one time, however, the Union shall retain the right to limit, at their discretion, the number of Pre-Apprentices employed by an Employer.



**9.204 Employer Contributions**

All Employer contributions, with the exception of the Employer contribution to the Union Pension Plan, shall be required on behalf of a Pre-Apprentice. The Employer contribution to the Union Health & Welfare Plan on behalf of a Pre-Apprentice shall be different than that for other Employee classifications. Refer to Article 4.501(b) for calculation.

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**ARTICLE 10.000 – STEWARDS AND UNION REPRESENTATIVES**

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**10.100 Stewards**

- 10.101 Shop and/or Job Stewards shall be recognized on all projects and shall not be discriminated against.
- 10.102 The Job and/or Shop Superintendent or Foreperson shall be notified by the Union of the name/names of such Steward/Stewards and in the event of layoff or reduction in the workforce, such Stewards shall at all times be given preference of continued employment until completion of the work, unless agreed between the parties hereto. Such agreement shall not be reasonably withheld. The provisions of this Article shall not apply to designated Forepersons and those Employees of long service steadily employed.
- 10.103 Stewards shall be notified prior to Employees working overtime where practicable.
- 10.104 Reasonable time shall be given to Stewards to carry out their duties.
- 10.105 Employees serving on Joint Trade Boards and various Union Committees or as Trustees of various Funds covered by the terms of this Agreement shall be allowed time off without pay and at no cost to the Employer to attend to Union business after making arrangements with the Employer.

**10.200 Union Business Representatives**

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

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**ARTICLE 11.000 – TOOLS AND EQUIPMENT**

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**11.100 Employee Supplied**

- 11.101 (a) The tools and equipment outlined in Article 11.102 shall be provided at their own expense by each Employee working in the corresponding classification. In the event of an Employee not having any of these tools and equipment, the Employer may supply same and charge them to the Employee at cost.
- (b) An Employee's tools and equipment shall be in good condition upon starting a new project, and shall be kept in good condition on the Employer's time.
- 11.102 (a) **Brush Painters**  

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

**(b) Spray Painters and Sandblasters**

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

**11.200 Health and Safety**

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

- (a) Spray and sandblast hoods, sterilized respirators with sufficient filters, hand-cleaner and ear protection if and as required by WorkSafeBC regulations. Hoods and respirators are to conform to WorkSafeBC regulations. Employees shall wear hoods and respirators when necessary. Failure to conform may be reason for dismissal by the Employer.
- (b) Masks, respirators and/or other protective clothing if and while an Employee is required to work over or with injurious chemicals or other injurious substances.
- (c) Protective clothing if and while an Employee is required to work with materials that are more than ordinarily injurious to clothing.
- (d) Spray hoods if and while spray painters are required to spray on interior work.
- (e) Hard hats, which shall be returned by the Employee to the Employer upon completion of the project and/or layoff or termination.

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

- 11.203**
- (a) The Employer reserves the right to deduct from an Employee's pay the cost of any tools and/or equipment in the event of the loss of, or failure to return, such tools and/or equipment.
  - (b) Any Employee found to have willfully caused damage to an Employer's or customer's tools and/or equipment shall be subject to dismissal, and shall have the cost of such tools and/or equipment deducted from their pay.

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

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**ARTICLE 12.000 – WORKING CONDITIONS**

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**12.100 Health and Safety**

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

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

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

agreement, the discipline or dismissal imposed unilaterally by the Employer shall be subject to the grievance procedure.

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

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

**12.200 Drug and Alcohol Testing**

The terms of the Construction Industry of British Columbia Substance Abuse Testing and Treatment Program Policy shall apply to this Agreement and the parties agree to be bound by the decisions of the D&A Policy Administration Committee.

**12.300 Harassment**

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

**12.400 Discrimination**

The parties agree that discrimination under the prohibited grounds of the *BC Human Rights Code* shall not be tolerated within the open and inclusive craft building trades construction industry.

**12.500 Pregnancy and Parental Leave**

Employees shall be entitled to Pregnancy and Parental Leave in accordance with the provisions of the *Employment Standards Act*.

**12.600 Cell Phone Apps**

No Employee shall be required to install any app on their personal cell phone as a condition of employment.

**12.700 Project Facilities**

**12.701 Telephone**

A telephone 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 discipline, up to and including termination.

**12.702 Drinking Water**

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

**12.703 Lunch/Change Rooms**

Where project and climatic conditions require, the Employer shall provide clean and

adequately heated lunch and change rooms with benches and tables as warranted by crew size. The area designated for changing and eating shall be kept separate from any material, equipment, tools or workplace storage.

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

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**13.100 Appointment of Trustees**

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

**13.101 Employer Trustees**

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

**13.102 Union Trustees**

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

**13.103 Duration, Notification, and Replacement**

- (a) Such appointments shall be for a one (1) year term, and shall be made on an annual basis, effective January 1<sup>st</sup>. Each appointing party reserves the right to alter its appointments at any time, and for any reason.
- (b) The JTB shall be notified, in writing, of all appointments. If no such written notification is provided by January 1<sup>st</sup> of any calendar year, the appointments from the previous year shall be deemed to continue.
- (c) In the event an appointment is required mid-term then such appointment shall be for the period through December 31<sup>st</sup> of the calendar year in which it was made.

**13.200 Trust Agreement**

The Trust Agreement which governs the JTB shall apply on all matters related thereto, however, this Agreement shall supersede, on like matters, those terms and conditions contained within the Trust Agreement, unless otherwise agreed to, in writing, by the parties.

**13.300 Training**

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

**13.301 New Programs**

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

**13.302 BC Trades Qualification**

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

**13.400 Trust Fund**

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

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

- (a) encourage Apprentice applicants to enter the painting trade,
- (b) assist Apprentices during annual school training sessions and, in general, to encourage and assist Apprentices in all phases of training and education,
- (c) provide upgrading training for Employees,
- (d) develop safety programs designed for the painting industry,
- (e) provide wage and benefit security as per Article 13.000,
- (f) fund all necessary expenses required to achieve Employee compliance with Article 13.300, and
- (g) develop and deliver a WorkSafeBC Employer/Employee Safety and Respirator Awareness Programme. It is the intent of this programme to train all Employers and Employees. As a result, the JTB shall schedule the required courses and shall have the authority to direct all Employers and Employees to attend such courses as a condition of employment.

**13.500 General Conditions**

**13.501** The JTB shall work in the mutual interest of the parties and towards the advancement

and betterment of the painting trade in BC.

**13.502** The JTB shall not handle grievances filed pursuant to this Agreement.

**13.503** The Union agrees to include this Article in any other collective agreements they sign which govern the same Scope of Work and trade jurisdiction.

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**ARTICLE 14.000 – WAGE AND BENEFIT SECURITY FUND**

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**14.100 Purpose, Funding and Administration**

**14.101 (a)** The parties jointly recognize a need to provide a measure of protection to Employees whose earnings or other contractual obligations may be left unsatisfied by reason of default on the part of their Employer.

**(b)** For the purpose of meeting such need, a Wage and Benefit Security Fund (WBS Fund) shall be maintained at twenty five thousand dollars (\$25,000.00).

**(c)** Monies from the WBS Fund shall be made available, as expeditiously as possible, for the satisfaction of legitimate claims presented on behalf of Employees employed under the terms and conditions of this Agreement.

**14.102** The WBS Fund shall be funded by the JTB Trust Fund, and administered by the JTB.

**14.200 Default Employer Liabilities**

**14.201** In the event the JTB makes a payment(s) pursuant to this Article, the default Employer responsible for such payments having to be made shall:

**(a)** Pay to the WBS Fund all sums which have been paid on the Employer's behalf, as well as interest at such rate as may be determined by the JTB, from time to time, from the due date until such sums are totally satisfied.

**(b)** Complete and remit any contribution report forms or other related and supporting documents which may be required of the Employer.

**(c)** Pay to the WBS Fund all costs and expenses incurred by the Fund in connection with or arising out of the said payment.

**(d)** Pay to the WBS Fund, on account of liquidated damages, an amount equal to ten percent (10%) of the total of all amounts found to be due and owing to the WBS Fund as aforesaid. All Employers party to, or otherwise bound by this Agreement, acknowledge that the liquidated damages will be used to defer administrative costs resulting from the said delinquency and acknowledge the costs to have been actually incurred, waiving the necessity of any additional proof thereof. Without limiting the generality of the foregoing, the said sum is on account of damages resulting from:

**(i)** Inconvenience and burden imposed upon the JTB, and

**(ii)** Loss of any benefits, monetary or otherwise, to any Employees, and

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

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

- 14.203 (a)** If an Employer becomes delinquent in remitting contributions required in accordance with this Agreement, and the JTB places the account in the hands of legal counsel for collection, such delinquent Employer shall be liable for reasonable counsel fees and for all reasonable costs incurred in the collection process including court fees.
- (b)** The JTB may take any action necessary to enforce payment of contributions and damages due here under including, but not limited to, proceedings at law and in equity.

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**ARTICLE 15.000 – GRIEVANCE PROCEDURE**

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**15.100 Grievance**

- 15.101** A grievance shall be defined as any difference between the parties to this Agreement concerning the Agreement's interpretation, application, operation, or any alleged violation thereof, including any question as to whether a matter is arbitrable.
- 15.102** A grievance shall not be considered a grievance unless submitted in writing within ten (10) days of such occurrence becoming known to either the Union or the Employee, and in any event within twenty (20) days of the occurrence giving rise to such grievance.
- 15.103** All grievances shall be finally and conclusively settled without stoppage of work in the following manner.

**15.200 Arbitration**

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

**15.300 Resolution Steps****15.301 STEP 1**

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

**15.302 STEP 2**

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

**15.303 STEP 3**

- (a)** If the grievance is not resolved pursuant to Step 2 within seven (7) days, or such longer period as the parties agree to, then it shall be referred to a single Arbitrator
- (b)** Such a single Arbitrator shall be selected by mutual agreement of the parties, and the parties shall meet for the purpose of mutually agreeing to the selection of a single Arbitrator within two (2) working days of the completion of Step 2. The parties agree to make a sincere effort to reach a mutual agreement with respect

to the selection of a single Arbitrator, but reserve the right to mutually agree that it is in their collective best interests to proceed immediately to Step 4.

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

#### **15.304 STEP 4**

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

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

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#### **ARTICLE 16.000 – MANAGEMENT RIGHTS**

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

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

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#### **ARTICLE 17.000 – SAVINGS CLAUSE**

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

**17.200** In the event that any provision of this Agreement should be held invalid, or enforcement of, or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party, for the



purpose of arriving at a mutually satisfactory replacement for such provision during the period of invalidity or restraint.

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

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**ARTICLE 18 – “CLEAN UP” OF AGREEMENT**

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

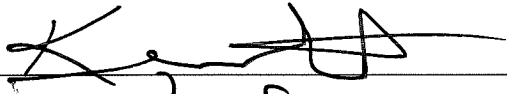
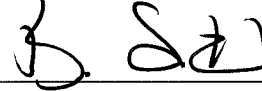
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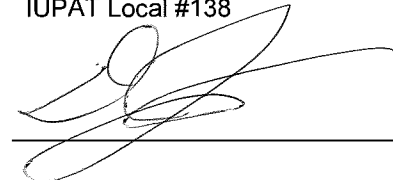

Dated this 23 day of June, 2020

Dated this 26 day of June, 2020

Signed on behalf of:  
Construction Labour Relations Association of  
BC

Signed on behalf of:  
IUPAT Local #138

  
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**LETTER OF UNDERSTANDING #1**

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**SAFETY PASSPORT**

The Parties understand and agree that the Union agrees not to dispatch and the employer agrees not to hire individuals who are not in possession of a current safety passport. The Parties will agree to meet and determine the format of the passport whether it be a single document or a series of certifications. The following safety certifications will make up the requirements of the safety passport:

Hearing Test	Respirator training and fit test
Fall Protection	Elevated Platforms
W.H.I.M.S.	Confined Space

The Union and the Employer agree that the Safety Passport will become a component of the Advanced Industrial modules (AIM) Certification once it has been developed and implemented by the parties.

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**LETTER OF UNDERSTANDING #2**

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Forepersons, Journeypersons or level 5 and 6 apprentices who have successfully completed the Coating Application Specialist II (CAS II) certification shall be paid the CAS II wage rate based on their current classification. The following terms shall apply to the CAS II wage rate.

1. The applicable CAS wage rate shall be calculated by adding the CAS differential (\$2.29 as of March 15, 2019) to the otherwise applicable straight time hourly rate for the employees classification. The Foreperson percentages are not applied to the CAS differential.
2. The applicable CAS wage rate shall be paid for all work performed within the scope of the Agreement.
3. All applicable premiums shall be applied to the CAS wage rate.

The Parties agree that the CAS II certification will make up one of the modules of the AIM certification program. The Parties will form a subcommittee made up of an equal number of Employer and Union representatives to determine the content of the AIM program and agree on an implementation date for the program.

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**LETTER OF UNDERSTANDING #3**

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**JOINT TRADE SOCIETY**

Notwithstanding any/all contrary interpretation of the DC#38 Joint Trade Society (the JTS) Bylaws, Part 3, paragraph 16, item (2), the parties hereby agree that such Bylaws shall be applied as follows:

- (1) CLR shall appoint three (3) Directors to the JTS to represent the painting sector. Such Directors shall represent all painting sector employers signatory to a DC#38 collective agreement in all JTS related Matters.
- (2) Each of the three (3) appointees shall be a senior management representative of an employer signatory to a DC#38 collective agreement.
- (3) All CLR appointments shall be made in writing and shall apply for an indefinite period. CLR reserves the right to alter its appointments at any time and for any reason, and shall provide written notice to the JTS upon having done so.
- (4) The CLR staff representative responsible for the painting sector shall be invited to all meetings of the JTS Board of Directors as a guest.
- (5) The Union shall table an amendment to the JTS Bylaws which would adjust such Bylaws as required in order to be consistent with the terms of this Letter of Understanding.

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**LETTER OF UNDERSTANDING #4**

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**SATURDAY OVERTIME**

To assist the parties in the securing more of the current market share of work in the Construction Industry in the Province of B.C., a committee of equal representation from BCBCBTU and CLR shall be established within six (6) months from the date of these recommendations and shall meet on a quarterly basis thereafter to determine the effect the following amendment has had on the securing of new contracts by CLR. CLR (and its members) shall provide the committee with such information as required to make the determination.

For the term of the renewed collective agreement expiring on April 30, 2023 unless renewed by mutual agreement, effective the first of the month following the date of implementation of these recommendations, overtime for the first ten (10) hours on Saturdays shall be paid at the rate of time and one-half (1.5X) the applicable straight time hourly rate and double time thereafter.

Collective agreements that currently provide for more hours being paid at the rate of time and one-half (1.5X) the applicable straight time hourly rate or for hours paid at less than time and one-half (1.5X) on Saturdays, the existing provisions shall continue to be applied.

SCHEDULE "A" – Wage Schedules

Breakdown of Monetary Package		June 17, 2019						May 1, 2020					
		Straight Time Hourly Wage Rate	Vacation & Holiday Pay (12%) <sup>1</sup>	Health & Welfare	Pension	Total Employer Contributions*	Total Monetary Package	Straight Time Hourly Wage Rate	Vacation & Holiday Pay (12%) <sup>1</sup>	Health & Welfare	Pension	Total Employer Contributions*	Total Monetary Package
General Foreperson	120%	\$45.59	\$5.47	\$2.02	\$4.00	\$1,545	\$58,625	\$46.37	\$5.56	\$2.02	\$4.00	\$1,565	\$59,515
"A" Foreperson	115%	\$43.69	\$5.24	\$2.02	\$4.00	\$1,545	\$56,495	\$44.44	\$5.33	\$2.02	\$4.00	\$1,565	\$57,355
"B" Foreperson	108%	\$41.03	\$4.92	\$2.02	\$4.00	\$1,545	\$53,515	\$41.73	\$5.01	\$2.02	\$4.00	\$1,565	\$54,325
<b>Journeyperson</b>	<b>100%</b>	<b>\$37.99</b>	<b>\$4.56</b>	<b>\$2.02</b>	<b>\$4.00</b>	<b>\$1,545</b>	<b>\$50,115</b>	<b>\$38.64</b>	<b>\$4.64</b>	<b>\$2.02</b>	<b>\$4.00</b>	<b>\$1,565</b>	<b>\$50,865</b>
6 <sup>th</sup> Term Apprentice	80%	\$30.39	\$3.65	\$2.02	n/a	\$1,545	\$37,605	\$30.91	\$3.71	\$2.02	n/a	\$1,565	\$38,205
5 <sup>th</sup> Term Apprentice	75%	\$28.49	\$3.42	\$2.02	n/a	\$1,545	\$35,475	\$28.98	\$3.48	\$2.02	n/a	\$1,565	\$36,045
4 <sup>th</sup> Term Apprentice	70%	\$26.59	\$3.19	\$2.02	n/a	\$1,545	\$33,345	\$27.05	\$3.25	\$2.02	n/a	\$1,565	\$33,885
3 <sup>rd</sup> Term Apprentice	65%	\$24.69	\$2.96	\$2.02	n/a	\$1,545	\$31,215	\$25.12	\$3.01	\$2.02	n/a	\$1,565	\$31,715
2 <sup>nd</sup> Term Apprentice	55%	\$20.89	\$2.51	\$2.02	n/a	\$1,545	\$26,965	\$21.25	\$2.55	\$2.02	n/a	\$1,565	\$27,385
1 <sup>st</sup> Term Apprentice	50%	\$19.00	\$2.28	\$2.02	n/a	\$1,545	\$24,845	\$19.32	\$2.32	\$2.02	n/a	\$1,565	\$25,225
Pre-Apprentice <sup>1</sup>	40%	\$15.20	\$1.22	\$0.54	n/a	\$1,545	\$18,505	\$15.46	\$1.24	\$0.54	n/a	\$1,565	\$18,805
<b>Employees with CAS 2 Certification</b>													
General Foreperson	120% + CAS	\$47.88	\$5.75	\$2.02	\$4.00	\$1,545	\$61,195	\$48.66	\$5.84	\$2.02	\$4.00	\$1,565	\$62,085
"A" Foreperson	115% + CAS	\$45.98	\$5.52	\$2.02	\$4.00	\$1,545	\$59,065	\$46.73	\$5.61	\$2.02	\$4.00	\$1,565	\$59,925
"B" Foreperson	108% + CAS	\$43.32	\$5.20	\$2.02	\$4.00	\$1,545	\$56,085	\$44.02	\$5.28	\$2.02	\$4.00	\$1,565	\$56,885
Journeyperson	100% + CAS	\$40.28	\$4.83	\$2.02	\$4.00	\$1,545	\$52,675	\$40.93	\$4.91	\$2.02	\$4.00	\$1,565	\$53,425
6 <sup>th</sup> Term Apprentice	80% + CAS	\$32.68	\$3.92	\$2.02	n/a	\$1,545	\$40,165	\$33.20	\$3.98	\$2.02	n/a	\$1,565	\$40,765
5 <sup>th</sup> Term Apprentice	75% + CAS	\$30.78	\$3.69	\$2.02	n/a	\$1,545	\$38,035	\$31.27	\$3.75	\$2.02	n/a	\$1,565	\$38,605

Employer Contributions <sup>3</sup>		June 17, 2019	May 1, 2020
CLR Dues	W	\$0.13	\$0.13
Rehabilitation Fund	W	\$0.02	\$0.04
JAPlan <sup>2</sup>	W	n/a	n/a
BCBCBTU Fund	W	\$0.05	\$0.05
Master Painters & Decorators Association of BC	W	\$0.10	\$0.10
Joint Trade Board	W	\$1.085	\$1.085
AIM Certification	W	\$0.15	\$0.15
D&A Policy	W	\$0.01	\$0.01
* Total Employer Contributions – Straight Time Hours		\$1,545	\$1,565
Total Employer Contributions – 1.5X Overtime Hours		\$1,545	\$1,565
Total Employer Contributions – 2X Overtime Hours		\$1,545	\$1,565

1. Pre-Apprentice - Vacation & Holiday Pay 8%. Prior to June 17, 2019 Pre-Apprentice was at 35%.
2. JAPlan Contributions have been temporarily suspended effective May 1, 2018.
3. Prior to June 17, 2019 All Employer Contributions were based on Hours Earned
4. The following increases shall apply during the term of this Agreement. These increases will be distributed between wages and Employer Contributions. Any portion of each increase applied to wages shall attract Vacation and Holiday Pay in addition to the agreed increase. Effective May 1, 2021 – \$0.65. Effective May 1, 2022 – \$0.65

SCHEDULE "A" – Wage Schedules

Breakdown of Monetary Package	June 17, 2019				
	Admin Dues (2.2%)	DC 38 Organization/BCYT	PIAF (5%)	Rehabilitation Fund	Apprenticeship Trade School
	E	E	E	W	W
General Foreperson	\$0.836	\$0.09	\$1.900	n/a	n/a
"A" Foreperson	\$0.836	\$0.09	\$1.900	n/a	n/a
"B" Foreperson	\$0.836	\$0.09	\$1.900	n/a	n/a
<b>Journeyman</b>	<b>\$0.836</b>	<b>\$0.09</b>	<b>\$1.900</b>	<b>n/a</b>	<b>n/a</b>
6 <sup>th</sup> Term Apprentice	\$0.669	\$0.09	\$1.520	n/a	\$1.00
5 <sup>th</sup> Term Apprentice	\$0.627	\$0.09	\$1.425	n/a	\$1.00
4 <sup>th</sup> Term Apprentice	\$0.585	\$0.09	\$1.330	n/a	\$1.00
3 <sup>rd</sup> Term Apprentice	\$0.543	\$0.09	\$1.235	n/a	\$1.00
2 <sup>nd</sup> Term Apprentice	\$0.460	\$0.09	\$1.045	n/a	\$1.00
1 <sup>st</sup> Term Apprentice	\$0.418	\$0.09	\$0.950	n/a	\$1.00
Pre-Apprentice <sup>1</sup>	\$0.334	n/a	n/a	n/a	n/a
<b>Employees with CAS 2 Certification</b>					
General Foreperson	\$0.886	\$0.09	\$2.014	n/a	n/a
"A" Foreperson	\$0.886	\$0.09	\$2.014	n/a	n/a
"B" Foreperson	\$0.886	\$0.09	\$2.014	n/a	n/a
Journeyman	\$0.886	\$0.09	\$2.014	n/a	n/a
6 <sup>th</sup> Term Apprentice	\$0.719	\$0.09	\$1.634	n/a	\$1.00
5 <sup>th</sup> Term Apprentice	\$0.677	\$0.09	\$1.539	n/a	\$1.00

Breakdown of Monetary Package	June 17, 2019				
	Admin Dues (2.2%)	DC 38 Organization/BCYT	PIAF (5%)	Rehabilitation Fund	Apprenticeship Trade School
	E	E	E	W	W
General Foreperson	\$0.850	\$0.09	\$1.932	\$0.04	n/a
"A" Foreperson	\$0.850	\$0.09	\$1.932	\$0.04	n/a
"B" Foreperson	\$0.850	\$0.09	\$1.932	\$0.04	n/a
<b>Journeyman</b>	<b>\$0.850</b>	<b>\$0.09</b>	<b>\$1.932</b>	<b>\$0.04</b>	<b>n/a</b>
6 <sup>th</sup> Term Apprentice	\$0.680	\$0.09	\$1.546	\$0.04	\$1.00
5 <sup>th</sup> Term Apprentice	\$0.638	\$0.09	\$1.449	\$0.04	\$1.00
4 <sup>th</sup> Term Apprentice	\$0.595	\$0.09	\$1.353	\$0.04	\$1.00
3 <sup>rd</sup> Term Apprentice	\$0.553	\$0.09	\$1.256	\$0.04	\$1.00
2 <sup>nd</sup> Term Apprentice	\$0.467	\$0.09	\$1.063	\$0.04	\$1.00
1 <sup>st</sup> Term Apprentice	\$0.425	\$0.09	\$0.966	\$0.04	\$1.00
Pre-Apprentice <sup>1</sup>	\$0.340	n/a	n/a	\$0.04	n/a
<b>Employees with CAS 2 Certification</b>					
General Foreperson	\$0.900	\$0.09	\$2.047	\$0.04	n/a
"A" Foreperson	\$0.900	\$0.09	\$2.047	\$0.04	n/a
"B" Foreperson	\$0.900	\$0.09	\$2.047	\$0.04	n/a
Journeyman	\$0.900	\$0.09	\$2.047	\$0.04	n/a
6 <sup>th</sup> Term Apprentice	\$0.730	\$0.09	\$1.660	\$0.04	\$1.00
5 <sup>th</sup> Term Apprentice	\$0.688	\$0.09	\$1.564	\$0.04	\$1.00

	Total Employee Deductions		
	Straight Time Hours	1.5X Overtime Hours	2X Overtime Hours
General Foreperson	\$2.826	\$4.239	\$5.652
"A" Foreperson	\$2.826	\$4.239	\$5.652
"B" Foreperson	\$2.826	\$4.239	\$5.652
<b>Journeyman</b>	<b>\$2.826</b>	<b>\$4.239</b>	<b>\$5.652</b>
6 <sup>th</sup> Term Apprentice	\$3.279	\$4.919	\$6.558
5 <sup>th</sup> Term Apprentice	\$3.142	\$4.713	\$6.284
4 <sup>th</sup> Term Apprentice	\$3.005	\$4.508	\$6.010
3 <sup>rd</sup> Term Apprentice	\$2.868	\$4.302	\$5.736
2 <sup>nd</sup> Term Apprentice	\$2.595	\$3.893	\$5.190
1 <sup>st</sup> Term Apprentice	\$2.458	\$3.687	\$4.916
Pre-Apprentice <sup>1</sup>	\$0.334	\$0.501	\$0.668
<b>Employees with CAS 2 Certification</b>			
General Foreperson	\$2.990	\$4.485	\$5.980
"A" Foreperson	\$2.990	\$4.485	\$5.980
"B" Foreperson	\$2.990	\$4.485	\$5.980
Journeyman	\$2.990	\$4.485	\$5.980
6 <sup>th</sup> Term Apprentice	\$3.443	\$5.165	\$6.886
5 <sup>th</sup> Term Apprentice	\$3.306	\$4.959	\$6.612
Monthly Dues	\$33.00		

	Total Employee Deductions		
	Straight Time Hours	1.5X Overtime Hours	2X Overtime Hours
General Foreperson	\$2.912	\$4.348	\$5.784
"A" Foreperson	\$2.912	\$4.348	\$5.784
"B" Foreperson	\$2.912	\$4.348	\$5.784
<b>Journeyman</b>	<b>\$2.912</b>	<b>\$4.348</b>	<b>\$5.784</b>
6 <sup>th</sup> Term Apprentice	\$3.356	\$5.014	\$6.672
5 <sup>th</sup> Term Apprentice	\$3.217	\$4.806	\$6.394
4 <sup>th</sup> Term Apprentice	\$3.078	\$4.597	\$6.116
3 <sup>rd</sup> Term Apprentice	\$2.939	\$4.389	\$5.838
2 <sup>nd</sup> Term Apprentice	\$2.660	\$3.970	\$5.280
1 <sup>st</sup> Term Apprentice	\$2.521	\$3.762	\$5.002
Pre-Apprentice <sup>1</sup>	\$0.380	\$0.550	\$0.720
<b>Employees with CAS 2 Certification</b>			
General Foreperson	\$3.077	\$4.596	\$6.114
"A" Foreperson	\$3.077	\$4.596	\$6.114
"B" Foreperson	\$3.077	\$4.596	\$6.114
Journeyman	\$3.077	\$4.596	\$6.114
6 <sup>th</sup> Term Apprentice	\$3.520	\$5.260	\$7.000
5 <sup>th</sup> Term Apprentice	\$3.382	\$5.053	\$6.724
Monthly Dues	\$33.00		

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**APPENDIX "A" – DEFINITIONS AND ABBREVIATIONS**

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

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

## APPENDIX "A" – DEFINITIONS AND ABBREVIATIONS

**10. Industrial Construction:**

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

**11. IUPAT:**

International Union of Painters and Allied Trades

**12. Local Resident:**

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

**13. Metro Zone: Vancouver-New Westminster**

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

**Metro Zone: Victoria**

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

**Metro Zone: Nanaimo**

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

**14. MPDA:**

Master Painters and Decorators Association of British Columbia

**15. Out-of-Town Project:**

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

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**APPENDIX "A" – DEFINITIONS AND ABBREVIATIONS**

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**16. Union:**

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



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**APPENDIX "B" – SCOPE OF WORK**

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The Union claims the following as its scope of work.

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

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**List of Signatory Employers \***

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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.

Effective the date of signing of this Agreement, the following employers have authorized CLR to bargain a renewal Painters Standard Industrial Agreement with IUPAT District Council #38 and to sign such Agreement on their behalf.

- |  |   |
|--|---|
| 1. Alliance Painting & Laser Ablation Ltd.                   | 10. J.W. Freeman Painting Contractor Ltd.     |
| 2. Bantrel Constructors Co.                                  | 11. Jacobs Industrial Services Ltd.           |
| 3. Cascade Mechanical Ltd.                                   | 12. Park Derochie (Seaside) Coatings Inc.     |
| 4. Clayburn Services Ltd.                                    | 13. Peter Combe Ltd.                          |
| 5. Combined Painting (1985) Ltd.                             | 14. Ross Rex Industrial Painters Ltd.         |
| 6. Done Right Painting & Sandblasting Ltd.                   | 15. Spectrum Painting Ltd.                    |
| 7. Harmony Industrial Painting (1983) Ltd.                   | 16. Sunset Specialty Coatings Inc.            |
| 8. Hecate Painting & Sandblasting (Harpar Holdings Ltd. dba) | 17. Technical Acid Construction TAC West Ltd. |
| 9. J. Kerschbaumer Inc.                                      | 18. Westcan Painting & Decorating Ltd.        |

\* The Letter of Agreement Re: By and Between Language signed by the BCBCBTU and CLR on August 9, 2016 shall govern the addition of an authorized Employer(s) to the above List of Signatory Employers.