

Trade Level Memorandum of Agreement (TLMOA)

Painter's Standard Industrial Agreement

(2023 – 2026)

This TLMOA applies only to members working under the Painters
Standard Industrial Agreement.

**IUPAT DISTRICT COUNCIL #38
INDUSTRY BARGAINING PROTOCOL
TRADE LEVEL MEMORANDUM OF AGREEMENT**

BY AND BETWEEN:

IUPAT District Council #38 (DC38)

(the "Union")

AND:

Construction Labour Relations Association of B.C. ("CLR")

*On its own behalf, and on behalf of its member Employers who have authorized CLR to execute this
Trade Level Memorandum of Agreement on their behalf 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

(the "Employer")

RE:

Painters Standard Industrial Agreement

(the "Agreement")

The Union and CLR (the "Parties") agree that this Trade Level Memorandum of Agreement ("TLMOA"), in conjunction with all other TLMOAs concluded by CLR and the constituent members of the Bargaining Council of BC Building Trade Unions ("BCBCBTU") in accordance with the January 14, 2022 Industry Bargaining Protocol (the "Protocol"), will form the basis of the final Overall Memorandum of Settlement ("OMS") for the 2023 round of industry bargaining ("2023 Bargaining") to be put to ratification by CLR and the BCBCBTU.

A. TLMOA Settlement Terms

1. The provisions of this TLMOA and the OMS shall apply and shall replace any contrary provisions in the 2019 – 2023 Collective Agreement and ancillary Agreement documents.
2. All provisions of the 2019 – 2023 Agreement, and ancillary Agreement documents not specifically amended by either this TLMOA or the OMS shall remain in full force and effect.
3. This TLMOA shall be effective on the same date as the OMS.

4. Article 4.000 – Monetary Package

- (a) Amend Article 4.301 (a) to read as follows.

(a) General Foreperson

When more than one (1) "A" Foreperson is required on any job and/or a Foreperson is in charge of twenty (20) or more workers one Foreperson shall be designated as a General Foreperson and shall be paid one hundred and twenty percent (120%) of the applicable Journeyperson straight time hourly rate.

- (b) Amend the current Article 4.302 by increasing the A1 rate from 50% to 55% and the A2 rate from 55% to 60%.
- (c) On May 1, 2023 and May 1, 2024 the Union will distribute \$0.50 of the wage increase to the Pension Contribution. On the same dates the Employer will increase its contribution to the Pension Plan by an additional \$0.25.

5. Article 6.000 – Hours of Work and Overtime

- (a) Amend Article 6.102 and any other Article as required to reflect a normal shift start time of 7:00 am.
- (b) Add a new paragraph (c) to Article 6.401 to read as follows:
- (c) The Employer will make reasonable efforts to move employees from night shift to day shift around a pre-scheduled day off of work to minimize the impact on an employee of changing shifts.

6. Article 7.000 – Travel Premiums and Out-of-Town Projects

Add the following new Article 7.600.

7.600 Alternate Shift Schedules

Alternate shift schedules may be established by the Employer on out of town projects in accordance with the following:

7.601 14 and 7; 21 and 7; or 20 and 8.

7.602 On all of the above shift rotations, work shall be on a 10 hour per day work schedule with all hours worked compensated in accordance with the terms of this Agreement.

7.603 Where these alternate shift schedules are used in lieu of the Periodic Leave in Article 7.300, an employee will be provided with a flight home and return if the project is a fly-in, fly out project or paid travel expenses each furlough based on the CRA maximum non-taxable mileage amount for each kilometre driven between the project and the employees place of residence and return.

7.604 Once an alternate shift schedule has been established it shall not be changed between the options above without agreement between the Employer and the Union. Such agreement shall not be unreasonably withheld.

7. Article 11.000 – Tools and Equipment

(a) Delete Article 11.100.

(b) Amend Article 11.201 by adding the following new paragraph (f):

(f) In recognition that some employees may prefer to use their own spray and sandblast hoods, the Employer agrees that this equipment will be maintained by the Employer for wear and tear or damage from normal use. The Employer reserves the right to inspect any hood brought to the jobsite by an employee to verify its condition prior to the employee commencing work. The Employer will replace any hood which is stolen from the jobsite provided the employee files a report of the theft with the local police and provides the police file number to the Employer when filing the request for replacement.

8. Article 12.000 – Working Conditions

Add the following new Article 12.105.

12.105 Lead Abatement Activities

A lead abatement plan in accordance with the appropriate WorkSafeBC regulations will be in place for all work involving lead-abatement activities and the Employer will provide a copy of the plan to the Union when it is sent to WorkSafeBC. Further, the Employer send a copy of any Incident Investigation Report related to this abatement plan which is sent to WorkSafeBC to the Union. The parties recognize that the Employer, employee and Union all have responsibilities to strictly adhere to the requirements of the plan to minimize the risks of exposure and ensure the safety of all employees.

Where Blood Lead Level tests are required under the abatement plan the Employer will request the employee to sign an additional informed consent form which provides consent to release relevant information to the Union. If an employee is prevented from working on lead abatement work due to their Blood Lead Level the Employer will notify the Union provided the employee has signed the appropriate consent form. Whenever an employee is prevented from working on lead abatement work due to their Blood Lead Level the Employer will attempt to find alternate work for the employee. Where the Employer does not have alternate work available the Union will evaluate whether an alternate dispatch is available which includes work the employee can perform. If no alternate work is available the employee will be managed in accordance with the established

WorkSafeBC claims process for lead exposure claims. This process is intended to support an employee who has a reduced ability to work due to lead exposure and is not intended to alter the responsibilities of the Employer for any WorkSafeBC claims.

9. Housekeeping

- (a) Add a new Article 4.302 as follows and renumber the balance of the Article accordingly.

4.302 Journeyperson

A Journeyperson (JP) shall be defined as an individual who has obtained a valid painters Red Seal. The minimum straight time hourly wage rate for a Journeyperson shall be as provided for within the applicable Monetary Package Breakdowns in Schedule "A".

- (b) Any housekeeping items mutually agreed during the drafting of the new Collective Agreement.

B. Ratification and Preparation of Revised Agreements

1. The Parties shall endorse and recommend acceptance of this TLMOA throughout the CLR and BCBCBTU ratification process for the OMS.
2. Subsequent to the ratification of the OMS, all appropriate changes shall be made to the Agreement to reflect the terms provided for within this TLMOA.

C. Signatures of Parties

Dated this 11th day of April March, 2023


Dated this 31st day of March, 2023


Signed on behalf of:


Signed on behalf of:


Construction Labour Relations Association of BC

IUPAT District Council #38









March 15, 2023

LIST OF SIGNATORY EMPLOYERS *

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 June 1, 2022 the following employers have authorized CLR to bargain a renewal Painters Standard Industrial Agreement with the International Union of Painters and Allied Trades Local #138 and to sign such Agreement on their behalf.

- | | |
|--|---|
| 1. Alliance Painting & Laser Ablation Ltd. | 11. KAEFER Industrial Services Ltd. |
| 2. Bantrel Constructors Co. | 12. Park Derochie (Seaside) Coatings Inc. |
| 3. Cascade Mechanical Ltd. | 13. Peter Combe Ltd. |
| 4. Clayburn Services Ltd. | 14. Ross Rex Industrial Painters Ltd. |
| 5. Combined Painting (1985) Ltd. | 15. Spectrum Painting Ltd. |
| 6. Done Right Painting & Sandblasting Ltd. | 16. Sunset Specialty Coatings Inc. |
| 7. Harmony Industrial Painting (1983) Ltd. | 17. Technical Acid Construction - T.A.C West Ltd. |
| 8. Hecate Painting & Sandblasting (Harpar Holdings Ltd. dba) | 18. Waiward Industrial LP |
| 9. J. Kerschbaumer Inc. | 19. Westcan Painting & Decorating Ltd. |
| 10. J.W. Freeman Painting Contractor Ltd. | 20. Worley Industrial Services ULC |

* The Letter of Agreement Re: By and Between Language signed by the BCBCBTU and CLR on August 09, 2016 shall govern the addition of an authorized Employer(s) to the above list of Signatory Employers.