

PAINTERS STANDARD COMMERCIAL/INSTITUTIONAL AGREEMENT

By and Between:

IUPAT District Council 38 (DC38)

(On behalf of its affiliated Local Unions)

(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 document and those members added from time to time by notice given to the BCBCBTU.)

* Pursuant to the August 09, 2016 Letter of Agreement By and Between the BCBCBTU and CLR.

(the "Employer")

(collectively, the "Parties")

May 1, 2019 to April 30, 2023

TABLE OF CONTENTS

Refer to Appendix "A" for definitions and abbreviations applicable to this Agreement.

Article 1.000	Objects.....	1
Article 2.000	Effective Date and Duration.....	1
Article 3.000	Extent.....	1
Article 4.000	Monetary Package.....	2
Article 5.000	Monthly Remittances.....	9
Article 6.000	Hours of Work and Overtime.....	10
Article 7.000	Travel Allowances and Out-Of-Town Projects.....	15
Article 8.000	Hiring and Mobility of Workforce.....	16
Article 9.000	Job Stewards and Union Representatives.....	18
Article 10.000	Health and Safety.....	18
Article 11.000	Working Conditions.....	20
Article 12.000	Joint Labour/Management Initiatives.....	22
Article 13.000	Enabling Provisions.....	23
Article 14.000	Grievance Procedure.....	23
Article 15.000	Savings Clause.....	25
	Signature of Parties.....	26

Minimum Straight Time Hourly Wage Rates and Breakdown of Monetary Package:

New Construction Projects (Excluding Northern BC)

Schedule "A1.1"	Effective June 17, 2019.....	27
Schedule "A1.2"	Effective May 1, 2020.....	28

New Construction Projects (Northern BC)

Schedule "A2.1"	Effective June 17, 2019.....	29
Schedule "A2.2"	Effective May 1, 2020.....	30

Repaint Construction Projects (Excluding Northern BC)

Schedule "B1.1"	Effective June 17, 2019.....	31
Schedule "B1.2"	Effective May 1, 2020.....	32

Repaint Construction Projects (Northern BC)

Schedule "B2.1"	Effective June 17, 2019.....	33
Schedule "B2.2"	Effective May 1, 2020.....	34

Employer Contributions and Employee Deductions:

New Construction Projects (Excluding Northern BC)

Schedule "C1.1"	Effective June 17, 2019.....	35
Schedule "C1.2"	Effective May 1, 2020.....	36

New Construction Projects (Northern BC)

Schedule "C2.1"	Effective June 17, 2019.....	37
Schedule "C2.2"	Effective May 1, 2020.....	38

Repaint Construction Projects (Excluding Northern BC)

Schedule "D1.1"	Effective June 17, 2019.....	39
Schedule "D1.2"	Effective May 1, 2020.....	40

Repaint Construction Projects (Northern BC)

Schedule "D2.1"	Effective June 17, 2019.....	41
Schedule "D2.2"	Effective May 1, 2020.....	42

TABLE OF CONTENTS

cont'd

Appendices:

Appendix "A"	Definitions and Abbreviations	43
Appendix "B"	Schedule of Statutory Holidays.....	45
Appendix "C"	Schedule of Travel Allowance Amounts	48
Appendix "D"	Letter of Interpretation Re: Meal Breaks.....	49
Appendix "E"	Painters Joint Labour/Management Committee (PJLMC).....	52
Appendix "F"	Letter of Understanding Re: Saturday Overtime	53
Appendix "G"	List of Signatory Employers	54

ARTICLE 1.000 – OBJECTS

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

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, 2023, 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 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.
- 2.400 A copy of this Agreement shall be filed with the LRB.

ARTICLE 3.000 – EXTENT

3.100 Recognition

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

3.200 Management Rights and Subcontracting

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

3.300 Application, Work Jurisdiction and Affiliation

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

3.301 Application

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

3.302 Work Jurisdiction

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

3.303 Affiliation

- (a) Subject to reasonable notice given to the Employer, it shall not be a violation of this Agreement for the Union to withdraw its members from a project(s) for rendering assistance to labour organizations, and/or refusal on the part of Union members to handle any materials, equipment or product declared unfair by Building Trade Councils, or manufactured, assembled, or produced by an Employer whose employees are on strike against or are locked out by an Employer.
- (b) The Union shall not restrict/limit, in any way or for any reason, an Employer's right to contract for work on a project and to complete such work in a cost efficient manner. The foregoing shall apply regardless of the union affiliation, or lack thereof, of any individual who may also be working on such project, and/or the work such individuals may be performing.
- (c) Without restricting/limiting the application of Article 3.303(b), the Union shall not attempt to exert pressure upon an Employer for performing work on any project, nor shall the Union withdraw its members from any project or threaten to do so, unless otherwise permitted by the Labour Relations Code.

ARTICLE 4.000 – MONETARY PACKAGE

4.100 Monetary Package

4.101 Breakdown

Refer to the Monetary Package Breakdown Schedules.

4.102 Industrial Construction

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

4.200 Allocation of Monetary Package

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