

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 Journeyperson.
- (b) An Employer who works with the tools of the trade shall hire a minimum of one (1) Journeyperson, 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