



IUPAT DISTRICT COUNCIL 38

May 10, 2023

Overall Memorandum of Settlement (OMS) Painters Commercial / Institutional Summary

The following is an overview of the changes contained within the Overall Memorandum of Settlement (OMS).

The proposed changes to the collective agreement are contained in the OMS and one other document, the TLMOA (Trade Level Memorandum of Agreement). A summary of the OMS is provided below, and a summary of the TLMOA is provided separately.

Ensure you read and understand the TLMOA and OMS, and their respective summaries, so that you are able to make an informed decision when casting your ballot.

The Bargaining Council of BC Building Trades Unions (BCBCBTU), of which DC38 is a member, unanimously recommends the acceptance of this agreement.

Term (Item 6 of the OMS)

The term of the new Agreement will be three (3) years from May 1, 2023 to April 30, 2026.

Wages (Item 7 of the OMS)

If ratified by both parties, increases will take effect on the first Sunday following each parties' ratification process. The unions' ratification process will be completed at noon on the 26th of May. We are hoping that the employers will have completed their ratification process on or near the same date.

All increases contained within this OMS are inclusive of statutory holiday pay and vacation pay. Therefore, the total increase applied to wages plus statutory holiday/vacation pay is equal to the corresponding percentage increase.

Please be advised that any pension increases or fund allocations that are implemented over the term of this agreement will be deducted from the total percentage increase.

The percentage increases within this OMS are the same for all trades and all work categories, and will be applied to all Standard Agreements. In other words this OMS provides the Painters Commercial Institutional Agreement with the same percentage increase as electricians, pipe fitters, carpenters, etc., regardless of whether they are working on commercial or industrial projects. That being said, differences may occur between trades because of how the different unions allocate the increases.

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Representing painters, glaziers, drywall finishers,
interior systems mechanics and allied workers

The following proposed increases are inclusive of vacation pay and statutory holiday pay:

- (a) Effective the first Sunday following the date of ratification - 7.5%
- (b) Effective October 29, 2023 - 2.5%
- (c) Effective April 28, 2024 - 4.5%
- (d) Effective May 4, 2025 - 4.5%

Living Out Allowance and Room + Meal (Item 8 of the OMS)

This provision does not apply to the Painters Commercial Institutional Agreement.

Layoffs (Item 9 of the OMS)

New language: Employees subject to layoff shall so be informed while on the job site. Employees shall not be laid off by phone call, text message or email or any other alternative method of communication. In extenuating circumstances, this provision may be waived by the Business Manager in advance of the layoff.

This language has been negotiated to ensure members have the ability to collect their tools and gear while on site, on the day of layoff. This will also provide members time to contact the union to seek other employment opportunities.

Out of Town Travel (Item 10 of the OMS)

New language: Where a member is required to travel in excess of eight hundred (800) kilometers to an out of town project and they split their travel into two days they will be reimbursed their actual costs for one night accommodation plus meals up to the value of one days' LOA upon presentation of receipts (within five (5) days of arrival on site) to the Employer.

Negotiated to provide sustenance and accommodations when members do not want to travel more than 800kms in a day

Standby Time (Item 11 of the OMS)

New language: If the Employer fails to provide work and requires an employee to standby for more than two (2) consecutive working days in any work week, the employee, at their option, shall be deemed to have been laid off. If travel allowance is involved, the cost of return travel shall be paid by the Employer.

This language is added to ensure that employees are laid off rather than having to quit if the employer fails to provide work for 2 consecutive working days. The request for lay-off is the choice of the employee. BC Employment Standards Act provisions regarding lay-off remain in force.

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Periodic Leave (Item 12 of the OMS)

This provision does not apply to the Painters Commercial Institutional Agreement.

Statutory Holidays (Item 13 of the OMS)

The Statutory Holiday provisions will be amended as follows:

- Add National Day for Truth and Reconciliation
- Delete the provision that requires the floating of a non-Statutory Holiday in the event a new Statutory Holiday is implemented by the Provincial or Federal governments from each Agreement.

National Day for Truth and Reconciliation will be anchored to the agreement and the deletion of the floating language preserves the four day long weekends within the agreement.

Pre Access Drug and Alcohol Testing (Item 14(a) of the OMS)

New Language: Where a member is required to perform a pre-access Drug & Alcohol test they will be paid one (1) hour at the regular rate for a successful test provided they report to the project. This amount will be paid on the first pay period for a successful test. This provision may be waived by the Business Manager.

Many Pre-access Drug and Alcohol tests are performed prior to employment with the employer and were unpaid. This new language addresses this issue.

Online Orientation/Indoctrination (Item 14(b) of the OMS)

New Language: Where an employee is required to complete an online orientation or indoctrination prior to reporting to a project site they will be paid a minimum of two (2) hours at straight time for time spent performing the orientation or indoctrination. In the event the orientation or indoctrination takes more than two (2) hours to complete the employee will be compensated for time spent performing the orientation or indoctrination to a mutually agreed upon limit based on expected length of time required to complete the orientation or indoctrination.

Online orientations are becoming more prevalent in the construction industry. This new language addresses how members will be compensated for online orientations and indoctrinations.

Illness or Injury Leave (Item 15 of the OMS)

New language: Employees are entitled to illness or injury leave in accordance with the terms of the Employment Standards Act in effect on January 1, 2023.

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This language is added to guarantee that the five sick days enacted by the provincial government will remain in our agreement even if future governments remove the five sick days from the Employment Standards Act.

Leaves of Absence - Military (Item 16 of the OMS)

This provision is already contained within the Painters Commercial Institutional Agreement.

Pension - Bill C-30 (Item 17 of the OMS)

The Employer will cease Pension Contribution for any employee (a) continuing to work after the calendar year in which they turn 71 or (b) continuing to work while receiving a pension under this Agreement. The amount of the pension contribution will be redirected to an increased Employer contribution to another fund, as determined by the Union.

This language has been added to address new pension legislation passed by the Federal Government. The new rule restricts pension plans from accepting pension contributions while the beneficiary is receiving pension payments or once a beneficiary reaches the age of 71.

PPE - Health and Safety (Item 18 of the OMS)

New language: All safety equipment and clothing that is provided by the Employer under this Collective Agreement will be correct fitting for every individual body type, size and gender when available.

This addition recognizes that safety equipment and employer supplied clothing is now being designed for all body types and genders and it is the employers responsibility to supply appropriately fitting safety equipment and clothing. The last two words “when available” was demanded by the employers. If members are not receiving appropriately fitting safety equipment and clothing please contact your union representative.

Telephone Access for Job Stewards (Item 19 of the OMS)

Amend the telephone access language in each Agreement to read as follows:

A telephone(s) shall be made available to all employees at all times for incoming and outgoing emergency purposes, and incoming messages of an emergency nature shall be relayed immediately. No employee except for the steward (while doing business as steward) shall be permitted to use a personal cell phone during working hours, excluding rest and meal breaks, except in case of an emergency.

The language added to this clause is “except for the steward (while doing business as steward)” which ensures that a Steward has the right to use a cellphone for Steward related calls.

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Subcontracting (Item 20 of the OMS)

The current Subcontracting Language within the agreement is broad and contains few restrictions. The following new language sets the parameters of when employers can subcontract work and what they must do in circumstances when they utilize subcontracting:

20. Subcontracting

a. C/I Primacy Language

The C/I Primacy Language does not apply to the Painters Commercial Institutional Agreement.

b. Subcontracting language

The Subcontracting language in the standard C/I Construction Agreements for CMAW & BCRCB Craft Carpenters, Labourers, Operating Engineers Heavy Construction, Cement Masons and Plasterers, Teamsters, Bricklayers, Terrazzo, Painters and Drywall Taper & Finisher shall have their subcontracting provision replaced with the following:

- a. The Employer may subcontract work under the following conditions:
 - i. it does not possess the necessary facilities or equipment;
 - ii. it does not have and/or cannot acquire the required manpower;
 - iii. there is a joint bid on a project which requires the work be subcontracted to the other party of the bid;
 - iv. it cannot compete in terms of costs on portions of the scope of work; and/or,
 - v. the prime contractor requires the contractor to accept the lowest qualified tender price for all subcontracted work.
- b. Where the Employer anticipates that subcontracting circumstances may exist, they must:
 - i. Notify the Union with as much notice as possible, but not less than 72 hours before a bid closing deadline. It is agreed that this notice provision can be limited by unusual circumstances;
 - ii. Allow the Union the opportunity to propose alternate contractors or other measures to encourage union bidders provided this does not impact timing of bid submission or work schedule;
 - iv. Give timely notification to the union when engaging any subcontractor on jobs not captured by the foregoing.
- c. Nothing in the foregoing waives the requirement that there will be no non-union subcontracting on Concert Properties projects.

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