

**IUPAT District Council #38**  
**2023 Industry Bargaining Protocol Trade Level Memorandum of Agreement**

**BY AND BETWEEN:**

**IUPAT District Council #38 (DC#38)**

(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: Craft Drywall Tapers Finishers Standard ICI Agreement**

(the "Agreement")

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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 2023 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 enabled into place on the effective date of the OMS.
4. **Article 4.00 – Monetary Package**
  - (a) Amend Article 4.403 by:
    - (i) replacing eight (8) with seven (7) in Article 4.403(a) and (c).

(ii) replacing the Uncertified Drywall Taper Finisher (UDTF) scale with the following:

|                    |                    |
|--------------------|--------------------|
| Level 1 UDTF = 60% | Level 5 UDTF = 80% |
| Level 2 UDTF = 65% | Level 6 UDTF = 85% |
| Level 3 UDTF = 70% | Level 7 UDTF = 90% |
| Level 4 UDTF = 75% |                    |

(b) Amend Article 4.404 by:

(i) replacing eight (8) with seven (7) in Article 4.404(a) and (d).

(ii) replacing the Apprentice scale with the following:

|                                       |                                       |
|---------------------------------------|---------------------------------------|
| 1 <sup>st</sup> Term Apprentice = 60% | 5 <sup>th</sup> Term Apprentice = 80% |
| 2 <sup>nd</sup> Term Apprentice = 65% | 6 <sup>th</sup> Term Apprentice = 85% |
| 3 <sup>rd</sup> Term Apprentice = 70% | 7 <sup>th</sup> Term Apprentice = 90% |
| 4 <sup>th</sup> Term Apprentice = 75% |                                       |

(iii) replacing Article 4.404(c) to read as follows:

The applicable Drywall Finisher Apprentice training program shall be determined from time to time by the Finishing Trades Institute of BC, but shall generally include six thousand (6,000) hours of practical training, consisting of seven (7) terms. The first term will consist of fifteen hundred (1,500) hours with all other terms consisting of seven hundred fifty (750) hours. In addition to such practical training, each Apprentice will also successfully complete two (2) terms of technical training prior to becoming a Certified Journeyman. The Employer and the Union agree to work together to encourage all Apprentices to attend each term of technical training at the appropriate time.

(c) Replace Article 4.602 to read as follows:

The Employer shall contribute the required amount to the Union Pension Plans. Any portion of a monetary package increase on or after May 1, 2023 which is applied to pension instead of wages will be applied to the Apprentice based on their index.

Of the total contributions to the Union Pension Plans in Schedules "A" and "B" fifty cents (\$0.50) per hour of the Vancouver Island contribution shall be the District Council 38 Pension Trust Fund and the balance of the contributions shall be for the International Painters and Allied Trades Industry Pension Fund (Canada).

**5. Article 6.000 – Hours of Work and Overtime**

Amend Article 6.401 by lettering the existing paragraph as (a) and add the following new paragraph (b):

- (b) 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 11.600 – Tool Insurance**

Replace Article 11.600 with the following:

**11.600 Tool Insurance**

- 11.601** Employees shall submit an inventory of their tools and working apparel on a project to the Employer. This list will be presented on a form provided by the Employer and will include the model, make, serial number and replacement cost of all tools.
- 11.602** The Employer reserves the right to decline to insure tools it deems are not necessary or are more expensive than required for the job. In that case the employee shall have the right to either take those tools home or continue to use them with insurance only to the level deemed reasonable by the Employer.
- 11.603** Upon receipt and approval of the tool inventory the Employer will insure tools against theft, or excessive wear and tear or unrecoverable loss during use (e.g. drops into an unrecoverable location).
- 11.604** Upon proof of theft, excessive wear or approved loss the Employer will either replace or cover the replacement cost of any tool that was included on the approved inventory.
- 11.605** Claims for replacement under this insurance must be submitted in writing to the Employer and include the applicants name, the date and time of the loss, the nature of the loss and the tools requested for replacement. Damaged or broken tools must be returned with the application.
- 11.606** All thefts of seventy five dollars (\$75) or more must be reported to the police and the police report claim number must accompany the application for replacement.

**7. Article 13.000 – Enabling Provisions**

**(a)** Replace Article 13.000 to read as follows:

**13.100 Process**

**13.101** The Union and an Employer(s) may determine on a project by project, area, or sector basis, if special dispensation is required to become competitive, and should the necessity arise, may by mutual agreement, in writing, amend or delete terms or conditions of this Agreement for the duration of the project. Notwithstanding the foregoing, it shall be a violation of this Agreement for the Parties to agree to the reduction and/or elimination of any joint industry funds negotiated between the BCBCBTU and CLR (e.g. Rehabilitation Fund) or individual dues to umbrella organizations, without the specific prior written consent of the BCBCBTU and CLR.

**13.102** Article 13.000 is specifically intended to provide Employers with competitive relief where deemed necessary. As a result, unless otherwise mutually agreed to in writing by the Union and CLR, no enabling package, or individual term or condition therein, shall include a provision, not already provided for in this Agreement, which in any way either increases the Employer's cost and/or decreases the Employer's flexibility with respect to any term of this Agreement. Refer to Article 13.103 for further details and examples.

**13.103** The following example is offered to clarify the intent of Article 13.102. It is not meant to be inclusive of every possible situation, but merely to illustrate potential circumstances which could ultimately arise.

If the Union provides competitive relief (e.g. reduction of rates, relaxation of crewing ratio restrictions, suspension of premiums, broadening of start time flexibility, mobility of members, etc.), but makes such relief contingent upon the Employer purchasing material from a Union signatory supplier, and/or waiving their right to utilize existing name request and/or recall provisions, then such contingency shall not be enforceable.

**(b)** Delete the Letter of Understanding RE: Enabling Provisions