

May 10, 2023

Summary of the Trade Level Memorandum of Agreement (TLMOA) Painters Standard Commercial/Institutional Agreement (2023-2026)

The following is an overview of the changes contained within the Painters Commercial / Institutional *Trade Level Memorandum of Agreement (TLMOA)*.

The proposed changes to the collective agreement are contained in the TLMOA and one other document, the OMS (Overall Memorandum of Settlement). A summary of the Painters Commercial/Institutional TLMOA is provided below, and a summary of the OMS 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.

Monetary Package (Item 4 of the TLMOA)

Amend Article 4.303 – Premiums (Item 4(a) of the TLMOA):

- *Paperhanging/Wall Covering premium increased from \$1.00 to \$2.00*
- *Swing Stage/Bosons Chair premium increased from \$0.50 to \$1.00*

Delete Article 4.304 - Piece Work Compensation (Item 4(b) of the TLMOA)

This clause is deleted as it has not been utilized by employers

UCP/Apprentice Classifications (Item 4(c) of the TLMOA)

Amend Article 4.403 – Uncertified Painter (UCP) by updating the language to reflect 7 UCP classifications replacing the pay scale with the following:

Level 1 UCP = 55%

Level 2 UCP = 60%

Level 3 UCP = 65%

Level 4 UCP = 70%

Level 5 UCP = 75%

Level 6 UCP = 80%

Level 7 UCP = 85%

The structure of our agreement has posed challenges over the years, specifically for painters with experience that do not possess a red seal certificate in the trade. Attracting non-ticketed painters at 80% of the Journeypersons wage rate has proved difficult.

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

To aid in both recruitment and retention the 7th UCP classification has been created to jointly address this challenge. Increasing the highest UCP classification from 80% to 85% will assist in attracting more painters to the union and increase our ability to supply painters to employers.

UCP classifications remain at the sole discretion of the employer as per the current language contained in Article 4.403 (a) of the standard commercial agreement.

Amend Article 4.404 by updating the language to reflect seven (7) Apprentice classifications and replacing the rate schedule with the following (Item 4(d) of the TLMOA):

7 th Term Apprentice	A7	5,001	to	6,000	hours	85%
6 th Term Apprentice	A6	4,001	to	5,000	hours	80%
5 th Term Apprentice	A5	3,001	to	4,000	hours	75%
4 th Term Apprentice	A4	2,001	to	3,000	hours	70%
3 rd Term Apprentice	A3	1,001	to	2,000	hours	65%
2 nd Term Apprentice	A2	501	to	1,000	hours	60%
1 st Term Apprentice	A1	0	to	500	hours	55%

For many of the same reasons listed above in the UCP classification explanation, we have added a 7th term apprentice classification while we have shortened the time frame for A1 apprentices to advance to the A-2 classification. The new highest apprenticeship percentage has increased from 80% of the Journeyman rate to 85% of the Journeyman rate. All apprentices other than A-1 apprentices with less than 500 hours, will advance to the next highest apprenticeship level, provided they have verifiable hours within DC38's database. Those members who have the verifiable hours will have their corresponding apprentice percentage increase by 5%

These changes will assist in recruiting new members while providing our current members with the financial means to successfully achieve their Red Seal certification.

Add the following new paragraph (f) to Article 4.404 (Item 4(e) of the TLMOA):

All apprentice level increases shall be applied effective the first Sunday following the date the Apprentice reaches the hours required for the next level. The Union will notify the Employers when the Apprentice has four hundred (400) hours remaining before becoming eligible for an increase. Employers will be working with the union to ensure that this happens on time.

Pension Allocation (Item 4(f) of the TLMOA)

- *Effective the first Sunday after ratification, \$0.50 of the first wage increase will be allocated to the Pension Plan*
- *Effective April 28, 2024 \$0.25 of the April 28, 2024 wage increase will be allocated to the Pension Plan*
- *Effective May 4, 2025 \$0.25 of the May 4, 2025 wage increase will be allocated to the Pension Plan.*

Hours of work and overtime (Item 5 of the TLMOA)

Delete Article 6.101(b), add the following new Article 6.400, and renumber the balance of Article 6 accordingly

~~Any work hours under the forty (40) hour weekly maximum missed during the regular work week may be made up on a Saturday at straight time upon mutual agreement between the employee(s) and Employer~~

The make-up day provisions above have been deleted.

Averaging Hours (Item 5(a) of the TLMOA)

For many years the overtime provisions within the agreement have not been followed. During this round of bargaining the union issued a notice of estoppel on the overtime provisions in the collective agreement, which we have attached for your review. A notice of Estoppel in collective bargaining informs the employer that the union will be strictly enforcing the referenced articles in the agreement upon implementation of the new collective agreement.

The issuing of a notice of estoppel during collective bargaining provides the employer an opportunity to propose and negotiate changes to the provision(s) estopped by the union. The following averaging of hours provisions are a result of said negotiation:

6.400 Averaging of Hours

6.401 Further to the hours of work and overtime described above, the Parties agree that work can alternatively be averaged over the following averaging periods on a specific project basis **subject to the approval of the majority of the crew** on the project:

- a) eighty (80) hours over a two (2) week period,
- b) one hundred and twenty (120) hours over a three (3) week period; or,
- c) one hundred and sixty (160) hours over a four (4) week period.

- 6.402** When working under this Article, an employee shall be permitted to work the defined number of hours in the averaging period as defined above at straight time rates, Monday through Saturday. Hours worked in excess of those defined hours shall be paid at one and one half (1½) times the Employee's regular rate of pay. Work performed in excess of ten (10) hours in a day; on a Sunday; or, on a Statutory Holiday shall be paid at two (2) times the Employee's regular rate of pay and shall not count towards the defined hours in the averaging period.
- 6.403** Where an Employer wants to average hours they shall notify the Union and all employees in writing, and the notice shall include the proposed start date of the averaging period. This notification must be made prior to the start of the averaging period and, in providing this notice, the Employer must include whether hours will be averaged in accordance with 6.401 (a), (b) or (c) above. The crew will then have an opportunity to vote on implementing the averaging period. Once an Employer has instituted averaging it shall continue on the same basis until cancelled in accordance with 6.404 below.
- 6.404** Once an Employer commences averaging hours in accordance with this Article, it cannot be terminated during an averaging period and can only be terminated at the end of an averaging period with two weeks' notice provided to the Employees.

All overtime provisions within the agreement will be strictly enforced.

Shift Changes (Item 5(b) of the TLMOA)

New Language: 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.

Mid-week shift changes, from nights to days, resulting in the loss of an entire days wages was a significant issue for members. The new language was added to strongly encourage employers to make these changes during a scheduled day off.

Adding this language to the agreement gives the Union an opportunity to evaluate if the employer has made a reasonable effort in making the decision to change an employee's shift which results in a loss of wages. If a reasonable effort was not made to avoid mid-week shift change from nights to days the union can address it through the grievance procedure.

Tools (Item 6 of the TLMOA)

Article 11.501 – Tool List

Replace the list of tools in Article 11.501 with the following.

(a) Brush Painters

A suitable grip containing a clean pair of painter whites, steel toed boots, hard hat, 3 putty knives, utility knife, spring loaded nail setter, multibit screwdriver, tape measure, hammer, 5 in one scraper or similar type, felt pen, and a duster brush.

(b) Paperhangers and Sheeting Workers

A suitable grip containing the same tools as a brush painter plus broad knives, straight edge trimmer base and zinc strip, trimmer shears, steel roller, felt roller, smoothing brush, chalk line and plumb bob.

(c) Spray Painters and Sandblasters

A suitable grip containing the same tools as a brush painter, plus a pair of channel lock pliers and two (2) medium crescent wrenches. Any special spray equipment wrenches to be supplied by the Employer.

The revisions to the tool lists have been made to better reflect the tools required by painters.

Article 11.600-Tool Insurance (Item 7 of the TLMOA)

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 provided 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) at the workplace.

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 must be reported to the Employer within twenty-four (24) hours and 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.

The deleted insurance language covers tools against fire, burglary or loss when working over water or such other areas where tools cannot be retrieved. The new provision continues to cover fire, burglary, or loss, and also covers excessive wear and tear, damaged or broken tools.

Repaint Construction (Item 8 of the TLMOA)

Schedules B & D - Repaint Construction

The Parties agree the use of the Repaint Construction rates will be suspended during the term of the new Collective Agreement.

The repaint construction rates will be suspended effective on implementation of the new agreement. New construction rates will be paid for the term of this agreement expiring April 30, 2026 regardless if you are working on a repaint or a new construction project.

Hours of Work

Starting time will change from 8:00am to 7:00am.

The agreement allows a variance of one hour earlier or later than the regular start time. In order to achieve the gains made in this TLMOA we had to agree to the change in start times.

This change was not included in the TLMOA, in error, but it will be included in your agreement if the proposal is ratified.

NOTICE OF ESTOPPEL – Painters Standard C/I Agreement (Hiring)

A notice of Estoppel in collective bargaining informs the employer that the union will be strictly enforcing the referenced articles in the agreement upon implementation of the new collective agreement.

There have been numerous hires by employers without notifying the Union which has led to frustration when these new members look to sign up with the Union. Upon implementation of the new agreement, the union will strictly enforce Article 8.103(b).

- 8.103**
- (a)** There shall be no restrictions/limitations on the Employer's right to hire, including but not limited to the Employer's right to hire via name request.
 - (b)** Notwithstanding Article 8.103(a), whenever the Employer hires an individual who is not a Union member, the Employer shall provide the Union, in writing, with the name and contact information for such individual within fourteen (14) calendar days of hire. Such individual shall make application to become a Union member within ninety (90) calendar days of hire and the Union shall accept such individual into its membership. All terms and conditions of this Agreement shall otherwise apply from date of hire.

Upon ratification of the agreement, the employer will advise the Union of any new hires within 14 days of the hire, and those hires will be required to become members of the Union.