



IUPAT DISTRICT COUNCIL 38

May 11, 2023

Summary of the Trade Level Memorandum of Agreement (TLMOA) Painters Standard Industrial Agreement (2023-2026)

The following is an overview of the changes contained within the Painters Industrial 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 Industrial 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.

General Foreperson (Item 4(a) of the TLMOA)

When more than one (1) "A" Foreperson is required on any job and/or a Foreperson is in charge of twenty (20) or more workers one Foreperson shall be designated as a General Foreperson and shall be paid one hundred and twenty percent (120%) of the applicable Journeyperson straight time hourly rate.

Last agreement we were successful in adding language for a general foreperson. The appointment of a general foreperson was at the discretion of the employer. It was agreed that after piloting the new General Foreperson classification during the term of the agreement, we would discuss how it was used and the possibility of adding criteria during the next round of negotiations. The result of this is that, upon implementation of the agreement, the General Foreperson rate of pay is applicable when there are more than 1 "A" Forepersons on any project and/or 20 or more workers on a project.

Apprentice Percentages (Item 4(b) of the TLMOA)

Amend the current Article 4.302 by increasing the A1 rate from 50% to 55% and the A2 rate from 55% to 60%.

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

It has been a challenge to recruit and maintain apprentices at the A1 level. It is paramount that we are able to attract and retain new apprentices to address the current skilled-trades shortage. Increasing the A1 and A2 wage rates will assist us in recruiting and mentoring the next generation of skilled industrial painters. This increase will apply to all current A1/A2 apprentices effective on implementation of the new agreement.

Pension allocation (Item 4(c) of the TLMOA)

- *Effective the first Sunday after ratification, \$0.50 of the first wage increase will be allocated to the Pension Plan. On the same date, an additional \$0.25 will be contributed to the pension plan by the employer.*
- *Effective April 28, 2024 \$0.50 of the April 28, 2024 wage increase will be allocated to the Pension Plan. On the same date, an additional \$0.25 will be contributed to the pension plan by the employer.*

Start Time (Item 5(a) of the TLMOA)

Amend Article 6.102 and any other Article as required to reflect a normal shift start time of 7:00 am.

The normal start time has been moved from 8:00am to 7:00am to reflect what has been the start time on most job sites. The start time in the agreement currently provides for a 1 hour variance. The intention is not to have a regular start time of 6:00am as a result of this change, as was clarified during our discussions at the negotiating table.

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.

Turnaround (Item 6 of the TLMOA)

This has been a significant issue and has affected our members and their families beyond measure. The current turnaround provisions did not provide work life balance, promote safety, or productivity. In addition to the main table OMS changing from 40 day turnarounds, on

projects over 50 calendar days, to 28 day turnarounds on projects over 35 calendar days, the following alternative shift schedules will be incorporated into the Agreement:

7.600 Alternate Shift Schedules

Alternate shift schedules may be established by the Employer on out of town projects in accordance with the following:

7.601 14 and 7; 21 and 7; or 20 and 8.

7.602 On all of the above shift rotations, work shall be on a 10 hour per day work schedule with all hours worked compensated in accordance with the terms of this Agreement.

7.603 Where these alternate shift schedules are used in lieu of the Periodic Leave in Article 7.300, an employee will be provided with a flight home and return if the project is a fly-in, fly out project or paid travel expenses each furlough based on the CRA maximum non-taxable mileage amount for each kilometre driven between the project and the employees place of residence and return.

7.604 Once an alternate shift schedule has been established it shall not be changed between the options above without agreement between the Employer and the Union. Such agreement shall not be unreasonably withheld.

Tools and Equipment

Delete Article 11.100 (Item 7(a) of the TLMOA)

We have deleted the tools list in article 11.100 of the agreement.

Amend Article 11.201 by adding the following new paragraph (f) (Item 7(b) of the TLMOA):

In recognition that some employees may prefer to use their own spray and sandblast hoods, the employer agrees that this equipment will be maintained by the Employer for wear and tear or damage from normal use. The Employer reserves the right to inspect any hood brought to the jobsite by an employee to verify its condition prior to the employee commencing work. The Employer will replace any hood which is stolen from the jobsite provided the employee files a report of the theft with the local police and provides the police file number to the Employer when filing the request for replacement.

Understanding that some members prefer to purchase and use their own blast hoods, and that the cost of purchasing and maintaining blast and spray hoods is a substantial cost to members, we have added this provision to the agreement. It is still the employers' responsibility to supply spray and blast hoods to those who do not provide their own, but we have added the insurance language for those that prefer to use their own.

Lead work activities (Item 8 of the TLMOA)

Lead removal has always been a large part of the work our members do. From bridges to minor touchups, lead removal is a daily task for some.

We engaged in a very constructive conversation with our employers over the challenges, requirements, and issues we have all encountered over the last few years on lead projects. WorksafeBC has our industry under a microscope and in response we have developed the following language to ensure the highest level of safety for our members on the job site:

12.105 Lead Abatement Activities

A lead abatement plan in accordance with the appropriate WorkSafeBC regulations will be in place for all work involving lead-abatement activities and the Employer will provide a copy of the plan to the Union when it is sent to WorkSafeBC. Further, the Employer send a copy of any Incident Investigation Report related to this abatement plan which is sent to WorkSafeBC to the Union. The parties recognize that the Employer, employee and Union all have responsibilities to strictly adhere to the requirements of the plan to minimize the risks of exposure and ensure the safety of all employees.

Where Blood Lead Level tests are required under the abatement plan the Employer will request the employee to sign an additional informed consent form which provides consent to release relevant information to the Union. If an employee is prevented from working on lead abatement work due to their Blood Lead Level the Employer will notify the Union provided the employee has signed the appropriate consent form. Whenever an employee is prevented from working on lead abatement work due to their Blood Lead Level the Employer will attempt to find alternate work for the employee. Where the Employer does not have alternate work available the Union will evaluate whether an alternate dispatch is available which includes work the employee can perform. If no alternate work is available the employee will be managed in accordance with the established WorkSafeBC claims process for lead exposure claims. This process is intended to support an employee who has a reduced ability to work due to lead exposure and is not intended to alter the responsibilities of the Employer for any WorkSafeBC claims.

NOTICE OF ESTOPPEL – Painters Standard Industrial Agreement (Hiring and Clearance)

During this round of bargaining the union issued a notice of estoppel regarding the Clearance language within Article 8.102 of the collective agreement, attached for your review. Issuance of 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 last few years have been extremely busy which has led to some complacency at times when the board is empty and employers are hiring on their own. Whether projects are completed, delayed, or starting, opportunities for work are constantly changing in our industry. Clearance through the Union is essential to keep the lines of communication open between employers, members and the union, ensuring that members are prioritized when they become available.

This notice of estoppel requires employers to ensure that members are cleared through the Union prior to employment and that the Union will be strictly enforcing the following language in the agreement.

8.102 Clearance

In order that the Union have up-to-date information as to the location and employment status of its members, members are required to clear through the Union, either in person or by telephone prior to, or immediately upon, any change of employment status. In order to ensure that this is accomplished, the Employer is responsible to ensure that each new Employee has a clearance slip, or in the situation where the Employee has not cleared in person, that such Employer or the Employee has phoned for clearance. The Union shall immediately clear such Employees upon receiving the above noted phone call.

To be clear, nothing in the agreement precludes DC38 members from finding their own work. We do NOT intend to limit or restrict this in any way but we do need to know who is available for work, who has found work and who members are working for.