

PAINTERS STANDARD COMMERCIAL/INSTITUTIONAL AGREEMENT

By and Between:

IUPAT District Council 38 (DC38)

(On behalf of its affiliated Local Unions)

(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 document and those members added from time to time by notice given to the BCBCBTU.)

* Pursuant to the August 09, 2016 Letter of Agreement By and Between the BCBCBTU and CLR.

(the "Employer")

(collectively, the "Parties")

May 1, 2019 to April 30, 2023

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ARTICLE 1.000 – OBJECTS

The objects of this Agreement are to establish fair, reasonable and safe working conditions which will provide a mutually beneficial employment relationship between employees and Employers; an effective training strategy which will contribute to the development of a qualified and multi-skilled workforce that will elevate the trade; a mutually agreed upon method to facilitate the peaceful resolution of all disputes and grievances; prevent strikes and lockouts; and to avoid unnecessary waste of time and expense in the settlement of disputes connected with the industry.

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, 2023, 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 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.
- 2.400** A copy of this Agreement shall be filed with the LRB.

ARTICLE 3.000 – EXTENT

3.100 Recognition

The Employer recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit, and the Union recognizes CLR as the exclusive bargaining agent for all CLR members who have authorized the Association to sign this Agreement on their behalf.

3.200 Management Rights and Subcontracting

The Employer has the right to operate and manage its business in all respects, including subcontracting, subject only to the limitations expressly stated within this Agreement. Refer to the Parties' Letter of Understanding Re: Subcontracting for details regarding limitations on subcontracting. Copies of such Letter of Understanding can be obtained from either the Union or CLR.

3.300 Application, Work Jurisdiction and Affiliation

Without restricting Article 3.000 in any way, the Parties expressly agree to the following.

3.301 Application

This Agreement shall only govern commercial and/or institutional work which is within the work jurisdiction of the painters and which is being performed in the Province of British Columbia by bargaining unit members who are employees of the Employer on a project. Refer also to Article 3.302.

3.302 Work Jurisdiction

- (a) The work jurisdiction of the painter shall be determined from time to time by the Umpire of the Jurisdictional Assignment Plan.
- (b) All work performed within the work jurisdiction of the painter shall be performed by a member of the Union unless otherwise permitted in accordance with this Agreement. Notwithstanding the foregoing, one (1) employer representative who is not a member of the Union shall be permitted to work and/or provide direction on a project.

3.303 Affiliation

- (a) 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, and/or refusal on the part of Union members to handle any materials, equipment or product declared unfair by Building Trade Councils, or manufactured, assembled, or produced by an Employer whose employees are on strike against or are locked out by an Employer.
- (b) The Union shall not restrict/limit, in any way or for any reason, an Employer's right to contract for work on a project and to complete such work in a cost efficient manner. The foregoing shall apply regardless of the union affiliation, or lack thereof, of any individual who may also be working on such project, and/or the work such individuals may be performing.
- (c) Without restricting/limiting the application of Article 3.303(b), the Union shall not attempt to exert pressure upon an Employer for performing work on any project, nor shall the Union withdraw its members from any project or threaten to do so, unless otherwise permitted by the Labour Relations Code.

ARTICLE 4.000 – MONETARY PACKAGE

4.100 Monetary Package

4.101 Breakdown

Refer to the Monetary Package Breakdown Schedules.

4.102 Industrial Construction

Refer to the Painters Standard Industrial Agreement for details regarding the terms and conditions which are applicable to work performed on an industrial construction project. Copies of the Painters Standard Industrial Agreement can be obtained from either the Union or CLR.

4.200 Allocation of Monetary Package

No monies may be transferred from the wage package (inclusive of wages plus annual vacation and statutory holiday pay) to Employer contributions (inclusive of the Union Benefit Plan, the Union Pension Plan, and all other Employer contributions) without the prior mutual agreement, in writing, of the Parties. Such mutual agreement shall not be unreasonably withheld.

4.300 Wages and Premiums

4.301 Minimum Straight Time Hourly Wage Rates

The schedules of minimum straight time hourly wage rates as provided for within the applicable Monetary Package Breakdown Schedules shall apply to all work performed in accordance with this Agreement. Refer to Articles 4.302 through 4.304 for important clarifications and exceptions.

4.302 Annual Increases

- (a) The following increases shall apply over the duration of this Agreement. For the purposes of this Article only, the monetary package shall consist of wages, plus the Employer contributions to the: Union Benefit Plan, Union Pension Plan, and Joint Trade Society. The Union retains the right to distribute the increases, at its discretion, between the aforementioned components of the monetary package only. Any portion of the increases applied to wages will attract vacation and statutory holiday pay.
- (b) The portion of each increase which the Union allocates to the wages component of the monetary package shall be added to the Certified Journeyman classification and all other classifications shall be recalculated thereafter in accordance with each respective corresponding percentage (e.g. 6th Term Apprentice @ 80%, Uncertified Painter Level 3 @ 65%, etc.). As a result, the total monetary increase for a Certified Journeyman shall be equal to the agreed upon increase, although the total monetary increase for other employee classifications may ultimately total a different amount, depending upon the Union's final allocation.

- Effective June 17, 2019 = \$0.45 per hour
- Effective May 1, 2020 = \$0.45 per hour
- Effective May 1, 2021 = \$0.45 per hour
- Effective May 1, 2022 = \$0.45 per hour

4.303 Premiums

- (a) A premium of sixty cents (\$0.60) per hour earned shall apply to the minimum Certified Journeyman straight time hourly wage rate for all work performed in northern BC. Such premium is reflected within the applicable Monetary Package Breakdown Schedules. For the purposes of this Article only, northern BC shall be defined as inclusive of Williams Lake and all areas of BC located north thereof.
- (b) An employee shall receive a premium of one dollar (\$1.00) per hour worked when performing paperhanging, wall covering, or other sheeting work.
- (c) An employee shall receive a premium of one dollar and fifty cents (\$1.50) per hour worked when performing spray painting, sandblasting, or building cleaning (by steam or other process).
- (d) An employee shall receive a premium of fifty cents (\$0.50) per hour earned when working on a swing stage or in a bosun chair.

4.304 Piece Work Compensation

Refer to Parties Letter of Understanding Re: Piece Work Compensation for details regarding the Employer's right to compensate employees on a "piece work" as opposed to "hourly wage rate" basis. Copies of such Letter of Understanding can be obtained from

either the Union or CLR.

4.400 Employee Classifications

Unless otherwise restricted elsewhere within this Agreement, all employee classifications shall be entitled to receive annual vacation pay, statutory holiday pay, overtime premiums, shift premiums, travel allowances and any/all other premiums and/or allowances provided pursuant to this Agreement.

4.401 **Foreperson**

A Foreperson shall be defined as an employee who issues orders or gives direction to other employees. All direction given to employees shall be provided by the Foreperson to whom such employees are regularly assigned.

(a) **"A" Foreperson**

When the Employer considers it necessary to appoint a Foreperson in charge of five (5) or more employees, such Foreperson shall be designated an "A" Foreperson. The minimum straight time hourly wage rate for an "A" Foreperson shall be one hundred and twelve percent (112%) of the Certified Journeyman minimum straight time hourly wage rate. Annual vacation and statutory holiday pay shall be calculated on the resulting "A" Foreperson's minimum hourly wage rate.

(b) **"B" Foreperson**

When the Employer considers it necessary to appoint a Foreperson in charge of up to four (4) employees, such Foreperson shall be paid two dollars (\$2.00) per hour over and above the otherwise applicable Certified Journeyman minimum straight time hourly wage rate.

4.402 **Certified Journeyman (CJP)**

A Certified Journeyman (CJP) shall be defined as an individual who has obtained a valid Painters TQ certificate. The minimum straight time hourly wage rate for a CJP shall be as provided for within the applicable Monetary Package Breakdown Schedules.

4.403 **Uncertified Painter (UCP)**

An Uncertified Painter (UCP) shall be defined as an individual who does not possess a valid Painters Red Seal endorsement, is not registered as a duly indentured Painter Apprentice within Canada, and is not employed as a Pre-Apprentice in accordance with Article 4.405.

(a) There shall be six (6) UCP classifications. The Employer shall retain the sole discretion to determine the appropriate classification for each UCP after having judged such individual's competency, merit and ability.

(b) The minimum straight time hourly wage rate for an UCP shall be the applicable percentage of the applicable CJP minimum straight time hourly wage rate on the project.

Level 1 UCP = 55%
Level 2 UCP = 60%
Level 3 UCP = 65%

Level 4 UCP = 70%
Level 5 UCP = 75%
Level 6 UCP = 80%

- (c) The Union shall not impede an Employer's ability to employ UCPs. Nor shall the Union discourage any Employer from exercising the right to do so.
- (d) Refer to the applicable Monetary Package Breakdown Schedules for a breakdown of the six (6) UCP monetary packages.

4.404 Apprentice

An Apprentice shall be defined as an individual who is registered as a duly indentured Painter Apprentice within Canada.

- (a) There shall be six (6) Apprentice classifications. The Employer shall employ a minimum of one (1) Apprentice, and the maximum ratio shall be one (1) Apprentice for every one (1) Journeyman. Such ratio shall apply on a company wide basis.
- (b) The minimum straight time hourly wage rate for an Apprentice shall be the applicable percentage of the applicable CJP minimum straight time hourly wage rate on the project.

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

- (c) The applicable Painter Apprentice training program shall be determined from time to time by the Finishing Trades Institute of BC, but shall generally include 6,000 hours of practical training, consisting of six (6) terms of 1,000 hours per term. In addition to such practical training, each Apprentice shall also successfully complete three (3) terms of technical training and achieve a Painters Red Seal endorsement prior to becoming a CJP. The Employer and the Union agree to work together to encourage all Apprentices to attend each term of technical training at the appropriate time.
- (d) Notwithstanding Articles 4.404(b) and (c), no Apprentice shall have their wage package (i.e. base rate + vacation pay and statutory holiday pay) reduced as a result of the implementation of this Agreement.
- (e) Refer to the applicable Monetary Package Breakdown Schedules for a breakdown of the six (6) Apprentice monetary packages.

4.405 Pre-Apprentice

A Pre-Apprentice may perform all work within the jurisdiction of the painter, however no Employer shall employ an individual as a Pre-Apprentice for more than one thousand (1,000) hours.

- (a) The Parties recognize the importance of recruiting future Apprentices. The Pre-Apprentice classification provides the opportunity to expose new workers to the industry and to determine their suitability. A Pre-Apprentice shall, in the case of competent workers, be a possible source of future Apprentices.
- (b) The minimum straight time hourly wage rate for a Pre-Apprentice shall be the greater of forty-five percent (45%) of the applicable CJP minimum straight time hourly wage rate or the BC Minimum Wage. Annual vacation pay and statutory

holiday pay shall be combined at the total rate of seven percent (7%) of gross earnings, and shall be paid to each employee on each pay cheque and upon termination of employment.

- (c) Refer to the applicable Monetary Package Breakdown Schedules for a breakdown of the Pre-Apprentice monetary packages.
- (d) Notwithstanding Articles 4.405(b) and (c), no Pre-Apprentice shall have their wage package (i.e. base rate + vacation pay and statutory holiday pay) reduced as a result of the implementation of this Agreement.

4.500 Annual Vacation and Statutory Holidays

4.501 Vacation Pay and Statutory Holiday Pay

Annual vacation pay and statutory holiday pay shall be combined at the total rate of eight percent (8%) (seven percent (7%) for Pre-Apprentices) of gross earnings, and shall be paid to each employee on each pay cheque and upon termination of employment.

4.502 Annual Vacation

An employee may take up to three (3) weeks annual vacation in any calendar year. The vacation period shall be arranged by mutual agreement between the employee and the Employer.

4.503 Statutory Holidays

- (a) The following statutory holidays shall apply to all work governed by this Agreement. Refer also to Article 4.503(b), Article 6.303 and Appendix "B".

New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, the Friday preceding BC Day, BC Day, the Friday preceding Labour Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and/or any other day so proclaimed by the federal and/or provincial government. When a statutory holiday falls on a Saturday or Sunday, the following working day(s) shall be observed.

- (b) The Friday preceding Labour Day may be floated and the day therefore worked at straight time rates, with an alternate day scheduled to be taken off as mutually agreed between the Employer and the employee.
- (c) All work performed on statutory holidays, or days observed in place thereof, shall be paid for at two (2) times the otherwise applicable straight time hourly wage rate. No work shall be performed on Labour Day.
- (d) In the event the Federal or Provincial Governments declare a new Statutory Holiday, representatives from BCBCBTU and CLRA shall meet when the holiday comes into effect to determine which Non-Statutory Holiday currently provided for in the collective agreement shall be floated to the period between Christmas and New Year's.

4.600 Employer Contributions

The schedules of Employer contributions as provided for within the applicable Monetary Package Breakdown Schedules shall apply to all work performed in accordance with this Agreement. All Employer contributions shall be calculated on the basis of hours worked.

4.601 Union Benefit Plan

The Employer shall contribute the required amount to the Union Benefit Plan in the manner set forth in Article 5.000. Such amount, and the effective dates applicable thereto, shall be as stipulated within the applicable Monetary Package Breakdown Schedules.

4.602 Union Pension Plans

The Employer shall contribute the required amount to the Union Pension Plans in the manner set forth in Article 5.000. Such amount, and the effective dates applicable thereto, shall be as stipulated within the applicable Monetary Package Breakdown Schedules. No Employer contribution to the Union Pension Plan shall be required on behalf of an UCP, Apprentice and/or Pre-Apprentice.

Of the total contribution to the Union Pension Plan in the Monetary Package Breakdown Schedules fifty cents (\$0.50) shall be for the District Council 38 Pension Trust Fund and the balance shall be for the International Painters and Allied Trades Industry Pension Fund (Canada),

4.603 Joint Trade Society (JTS)

The Employer shall contribute the required amount to the Joint Trade Society (JTS) in the manner set forth in Article 5.000. Such amount, and the effective dates applicable thereto, shall be as stipulated within the applicable Monetary Package Breakdown Schedules. No Employer contribution to the JTS shall be required on behalf of an UCP and/or Pre-Apprentice.

4.604 CLR Contract Administration Fund (CAF)

- (a) The Employer shall contribute the required amount, inclusive of GST, to the CAF in the manner set forth in Article 5.000. Such amount, and the effective dates applicable thereto, shall be as stipulated within the applicable Monetary Package Breakdown Schedules. CLR may alter the required amount by providing the Union with sixty (60) calendar days' written notice. CLR shall bear any/all costs which may be incurred as a result of having to change the monthly report to the administrator because of a change in the Employer contribution to the CAF.
- (b) The Union shall collect and forward to CLR, without exception, all monies designated for the CAF and received in accordance with the monthly report to the administrator. Payment to CLR shall be made by the Union not later than the last day of the month in which such amount was received and shall be accompanied with a summary report that provides hours of work and fund remittances by each Employer working under this Agreement. A designated representative of CLR may inspect, upon appointment, the receipts and records of the Union related to the CAF.

4.605 Master Painters and Decorators Association (MPDA)

- (a) The Employer shall contribute the required amount to the MPDA in the manner set forth in Article 5.000. Such amount, and the effective dates applicable thereto, shall be as stipulated within the applicable Monetary Package Breakdown Schedules. The MPDA may alter the required amount by providing the Union with sixty (60) calendar days' written notice.
- (b) The Union shall collect and forward to the MPDA, without exception, all monies designated for the MPDA and received in accordance with the monthly report to the

administrator. Payment to the MPDA shall be made by the Union not later than the last day of the month in which such amount was received and shall be accompanied with a summary report that provides hours of work and fund remittances by each Employer working under this Agreement.

4.606 BC Construction Industry Rehabilitation Plan (CIRP)

The Employer shall contribute the required amount to the CIRP in the manner set forth in Article 5.000. Such amount, and the effective dates applicable thereto, shall be as stipulated within the applicable Monetary Package Breakdown Schedules.

4.607 Jurisdictional Assignment Plan (JAPlan)

- (a) The Employer shall contribute the required amount to the JAPlan in the manner set forth in Article 5.000. Such amount, and the effective dates applicable thereto, shall be as stipulated within the applicable Monetary Package Breakdown Schedules.
- (b) The JAPlan, as agreed to between the BCBT and CLR, shall be binding upon the Parties. Notwithstanding the foregoing, where the Employer makes an assignment of work to another constituent union or local union of the BCBCBTU, which is challenged under the JAPlan, the Union shall not make any claim or bring any independent action for back pay or any other damages through the Umpire, arbitration, or the LRB, unless the Union has obtained a ruling from the Umpire in its favour, in which event the Union shall be entitled to claim damages through collective agreement arbitration for non-compliance with the Umpire's ruling for the period subsequent to the ruling.

4.608 BCBCBTU

The Employer shall contribute the required amount to the BCBCBTU in the manner set forth in Article 5.000. Such amount, and the effective dates applicable thereto, shall be as stipulated within the applicable Monetary Package Breakdown Schedules. Notwithstanding the foregoing, such contribution shall continue only for as long as the BCBCBTU bargaining structure continues to exist pursuant to the *Labour Relations Code*.

4.609 Construction Industry of BC Substance Abuse Testing and Treatment Program (D&A Policy)

- (a) The Employer shall contribute the required amount to the D&A Policy in the manner set forth in Article 5.000. Such amount, and the effective dates applicable thereto, shall be as stipulated within the applicable Monetary Package Breakdown Schedules.
- (b) The D&A Policy, as agreed to between the BCBCBTU and CLR shall be binding upon the Parties.

4.700 Employee Deductions

The Employer shall process employee deductions (e.g. Union Dues, DC38 Organizing and Administration Fund, PIAF, Apprenticeship Trade School Fund, CIRP, etc.) in such amounts as the Union directs and shall forward such deductions in the manner set forth in Article 5.000. Such amounts, and the effective dates applicable thereto, shall be as stipulated within the applicable Monetary Package Breakdown Schedules. The Union may alter such amounts by providing the Employer with sixty (60) calendar days' written notice.

4.800 Payment of Wages

Notwithstanding any/all contrary provisions contained within this Agreement, all payroll shall be processed in a manner consistent with CRA regulations.

- 4.801** The Employer shall, at least every second Friday, pay to each employee all wages, premiums, allowances and annual vacation pay and statutory holiday pay earned by the employee to a day not more than seven (7) calendar days prior to the date of payment. If a statutory holiday falls on the regular pay day, payment shall be made the preceding day. Payment shall be made during working hours and may be made by cheque or electronic deposit.
- 4.802** The Employer shall pay all monies (i.e. wages, annual vacation pay, statutory holiday pay, etc.) which are owing to an employee as quickly as reasonably possible after termination but in no event later than seven (7) calendar days or in conjunction with the Employer's next regularly scheduled payroll, whichever comes first.
- 4.803** The Employer shall provide a separate or detachable itemized statement with each pay, clearly showing the: (i) employee's name, (ii) number of straight time hours worked and wage rate(s) paid for such hours, (iii) number of overtime hours worked and wage rate(s) paid for such hours, (iv) premiums, (v) allowances, (vi) annual vacation and statutory holiday pay, and (vii) total deductions from gross earnings. Such statement may be provided electronically via email.
- 4.804** Where an employee is not paid in accordance with Articles 4.801 and 4.802, such employee shall be deemed to be still on the payroll of the Employer and shall receive their usual wages and conditions until there is compliance with the conditions.

4.900 Bonding and Payroll Failures

- 4.901** Before Union members are dispatched to any Employer who has not been signatory with the Union for a minimum of two (2) years, such Employer may be required to deposit a bond suitable to the Union, up to fifteen thousand dollars (\$15,000.00) for use in default of payment of wages, annual vacation pay, statutory holiday pay, Employer contributions and/or employee deductions required in accordance with this Agreement. When no longer required such bond shall, by mutual consent of the Union and the Employer concerned, be terminated.
- 4.902** Where there have been instances of payroll failures by an Employer, or the principals or directors thereof, or payroll requirements have not been met, the Union shall have the right to inspect such Employer's payroll, and/or require the posting of a suitable bond, and/or require that payment of wages and other payroll requirements be made by cash or certified cheque.

ARTICLE 5.000 – MONTHLY REMITTANCES

The timely remittance of Employer contributions and employee deductions required in accordance with this Agreement is essential for the protection of the employees and other beneficiaries.

5.100 General Provisions

- 5.101** The Employer shall remit all Employer contributions and employee deductions required under the terms of this Agreement, on behalf of all employees working under the terms of this Agreement. Refer to the applicable Monetary Package Breakdown Schedules.
- 5.102** Such Employer remittance shall:

- (a) be made by a single payment, payable to the Union designated Plan Administrator, inclusive of all obligations arising from hours up to the close of the Employer's payroll ending closest to the last day of the preceding calendar month, and
 - (b) be accompanied by a correctly completed monthly report to the administrator, and
 - (c) be received by the Union designated Plan Administrator not later than the fifteenth (15th) day of the month following that for which such payments are payable.
- 5.103** (a) The Union designated Plan Administrator shall, once each month after receiving the combined monthly remittance from each Employer, allocate and/or distribute the monies of such combined remittance to the various Plans, Funds, Organizations, etc. in the appropriate manner. The Union acknowledges that such Plans, Funds, Organizations, etc. are entitled to receive such monies, and that such monies are, in fact, held in trust by the Union until properly allocated and/or distributed.
- (b) The Union may deduct a monthly administration handling fee from each amount to be allocated and/or distributed, providing such fee does not exceed five percent (5%), to a maximum of one hundred dollars (\$100.00), of the amount to be allocated and/or distributed.

5.200 "Nil" Reports

The Employer shall submit a "Nil" report if such Employer had employed no employees during the period for which payments would otherwise have been payable. Notwithstanding the foregoing, the Employer shall not be required to submit a "Nil" report for a period in which no employees had been employed if the Union has been notified, in writing, that such Employer is no longer in business.

5.300 Delinquent Remittance

- 5.301** In the event the Employer fails to remit Employer contributions and/or employee deductions in the manner set forth in Article 5.000, the Union may, at its sole discretion, take any economic action it deems necessary against such Employer, and such action shall not be considered a violation of this Agreement.
- 5.302** The Union shall advise the Employer within forty-eight (48) hours in writing of any delinquency. If the Employer fails to respond within forty-eight (48) hours of receipt of notification, exclusive of Saturday, Sunday and statutory holidays, the Union may, at its sole discretion, require a ten percent (10%) penalty of the amount of the late payment.

5.400 Monthly Report to the Administrator

The Union shall supply Employers with copies of the monthly report to the administrator, and the Union shall bear the cost of producing such report except in accordance with Article 4.604(a).

ARTICLE 6.000 – HOURS OF WORK AND OVERTIME

6.100 Regular Hours

- 6.101** (a) Eight (8) hours shall constitute the regular work day and five (5) days, forty (40) hours shall constitute the regular work week.
- (b) 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.

6.102 The regular work week shall be between 8:00 am Monday and 4:30 pm Friday, and the regular work day shall be as per the following schedule:

Straight Time:	8:00	am	to	12:00	noon	4.0 hours
Meal:	12:00	noon	to	12:30	pm	0 hours
Straight Time:	12:30	pm	to	4:30	pm	4.0 hours
Total Straight Time Hours:						8.0 hours

6.103 Starting and Stopping Times

Notwithstanding any/all contrary provisions of this Agreement:

- (a) This Article shall apply to all shifts, including but not limited to those shifts worked on a compressed work week schedule.
 - (i) The starting and stopping time on a project may be varied by a maximum of one (1) hour earlier or later than the otherwise required start time of the shift at the Employer's discretion.
 - (ii) The starting and stopping time on a project may be varied by a maximum of two (2) hours earlier or later than the otherwise required start time of the shift upon mutual agreement of the Employer and the majority of Union members employed on such project. Notwithstanding the foregoing, if the starting and stopping time is varied by more than one (1) hour, the Union shall retain the right to revote the Union members employed on such project once over the duration of the project.
 - (iii) The Employer shall be responsible for a suitable signal for all starting and stopping times.
- (b) The starting time of the employees shall be from the designated "lay down" area, lockup or tool room, and a five (5) minute "pick-up" period shall be provided prior to the stopping time.

6.104 Notice of Termination

The Employer shall provide an employee with one (1) hours' notice of termination, or one (1) hours' pay in lieu thereof. The employee shall use such notice to gather their personal tools and prepare such tools for the next project.

6.200 Overtime Hours

Overtime work shall be voluntary and no employee shall be discriminated against for refusal to work overtime hours.

6.201 The first two (2) hours of overtime, Monday through Friday, shall be paid at one and one-half (1½) times the otherwise applicable straight time hourly wage rate.

6.202 The first eight (8) hours of overtime on Saturdays shall also be paid at one and one-half (1½) times the otherwise applicable straight time hourly wage rate.

NOTE: Refer to the Parties Letter of Understanding re: Saturday Overtime Rates.

6.203 All other overtime hours, including all hours worked on Sundays and statutory holidays, shall be payable at two (2) times the otherwise applicable straight time hourly wage rate.

- 6.204** A minimum break of eight (8) hours shall be provided to an employee between the end of one (1) working shift and the commencement of such employee's next working shift. Where a minimum break of eight (8) hours is not provided in accordance with the foregoing, all hours worked on such employee's next working shift shall be deemed to be overtime hours and shall be paid accordingly.

6.300 Compressed Work Week

A compressed work week may be established by the Employer. The terms and conditions of such compressed work week shall supercede any/all contrary provisions of this Agreement.

6.301 Hours of Work

- (a) Ten (10) straight time hours (8:00 am to 6:30 pm, inclusive of a meal break) shall constitute the compressed work week day shift. Forty (40) straight time hours, Monday through Thursday inclusive, or Tuesday through Friday inclusive, shall constitute the regular work week.
- (b) Ten (10) straight time hours (6:30 pm to 5:00 am, inclusive of a meal break) shall constitute the compressed work week afternoon shift. Forty (40) straight time hours, Monday through Thursday inclusive, or Tuesday through Friday inclusive, shall constitute the regular work week. The applicable shift premium shall apply.
- (c) Refer also to Article 6.103(a).

6.302 Overtime

Overtime work shall be voluntary and no employee shall be discriminated against for refusal to work overtime hours.

- (a) The first ten (10) hours of overtime worked on the Friday of a Monday through Thursday compressed work week, or on the Monday of a Tuesday through Friday compressed work week, shall be payable at one and one-half (1½) times the otherwise applicable straight time hourly wage rate.
- (b) The first eight (8) hours of overtime worked on a Saturday shall be payable at one and one-half (1½) times the otherwise applicable straight time hourly wage rate. Saturday overtime has been sunset for the term of this Agreement at one and one-half (1½) times for the first ten (10) hours.

NOTE: Refer to the Parties Letter of Understanding re: Saturday Overtime Rates.

- (c) All other overtime hours, including all hours worked in excess of ten (10) hours per day, all hours worked in excess of eight (8) hours on a Saturday, and all hours worked on Sundays and statutory holidays, shall be payable at two (2) times the otherwise applicable straight time hourly wage rate.

6.303 Statutory Holidays

Notwithstanding any/all contrary provisions of this Agreement, Article 6.303 shall supersede Article 4.503(a).

- (a) All statutory holidays which occur during a compressed work week schedule shall be observed on the actual day of the statutory holiday, even if such day would otherwise have been a regularly scheduled day off (e.g. the Friday of a Monday to Thursday compressed work week, or a Saturday, or Sunday, etc.). When a

statutory holiday is observed in accordance with the foregoing, overtime rates shall not apply on a regular work day in lieu of the statutory holiday.

- (b) All statutory holidays which occur on a regularly scheduled work day of a compressed work week schedule may be rescheduled by prior mutual agreement of the Employer and the Union. However, in such event, an employee shall retain sole discretion to decline to work on the actual statutory holiday date and shall not be discriminated against for doing so.

6.400 Shifts

Refer to Article 6.500 for alternative provisions which apply to Occupied Buildings and Commercial/Institutional Repaint Construction.

6.401 Scheduling of Shifts

The Employer may schedule an afternoon and/or night shift if/as required. It shall not be necessary for there to be a day shift in order for there to be an afternoon shift and/or a night shift. Nor shall it be necessary to maintain an afternoon shift and/or night shift for consecutive days in order to constitute such a shift.

6.402 Shift Premiums

The Employer shall pay a shift premium to any Employee who is employed on an afternoon or night shift. This premium shall not attract Vacation and Holiday pay and shall not be paid on any hour paid at overtime rates. The premium shall be adjusted for all Apprentices/Pre-Apprentices based on their percentage of the equivalent Certified Journeyman rate. Second and subsequent meal breaks shall not be considered hours worked.

Afternoon Shift the premium shall be three dollars (\$3.00) per hour worked on any shift which commences after 9:30 am and at or before 8:30 pm.

Night Shift the premium shall be three dollars (\$3.00) per hour worked on any shift which commences after 8:30 pm and at or before 1:00 am.

6.500 Occupied Buildings and Repaint Construction (Saturdays and Sundays)

Notwithstanding any contrary provision(s) of this Agreement and/or the Parties' interest arbitration award issued July 02, 2013, the following terms and conditions shall apply.

6.501 Occupied Buildings

When performing work in an occupied building, the regular hours of work and shifts may be varied to conform to the requirements of the building owner(s). The Employer shall notify the Union prior to commencing work in accordance with the foregoing.

6.502 Repaint Construction (Saturdays and Sundays)

- (a) The Employer shall notify the Union, in writing, of all Repaint Construction projects which requires work to be performed on a Saturday and/or Sunday, and such work shall be performed in accordance with the following terms and conditions.
- Hours of work in excess of eight (8) hours per day, forty (40) hours per week, shall be considered overtime and shall be paid at the applicable overtime rate(s).

- (b) In the event the Employer violates the terms and conditions of Article 6.502(a), all hours worked on Saturday and Sunday shall be considered overtime and shall be paid at the otherwise applicable overtime rates.

6.503 Shift Premiums

Effective January 1, 2020 this provision shall no longer apply and the shift premium in Article 6.402 shall apply to this work.

The Employer shall pay a shift premium over and above the otherwise applicable minimum straight time hourly wage rate to any employee who is employed on an afternoon or night shift in accordance with Articles 6.501 and/or 6.502. Such shift premium shall be paid on straight time hours only in accordance with Articles 6.503(a) and 6.503(b).

(a) Day Shift

No shift premium.

(b) Afternoon Shift and Night Shift

The applicable minimum straight time hourly wage rate shall be increased by one dollar (\$1.00) per hour for each hour worked on an Afternoon Shift, and by one dollar and fifty-five cents (\$1.55) per hour for each hour worked on a Night Shift.

- (i) Second and subsequent meal breaks shall not be considered as hours worked.
- (ii) Overtime shall be payable for all hours of work performed in excess of eight (8) hours per shift. Refer also to Article 6.204.
- (iii) An Afternoon Shift shall be defined as any shift which commences at any time after 9:30 am but on or before 8:30 pm. A Night Shift shall be defined as any shift which commences at any time after 8:30 pm but on or before 1:00 am.

6.600 Call-Out Time

6.601 In the event an employee reports for work at the request of the Employer but does not commence work, such employee shall be paid two (2) hours at the otherwise applicable rate.

6.602 (a) In the event an employee reports for work at the request of the Employer and commences work, such employee shall be paid for actual hours worked or a minimum of four (4) hours, whichever is greater, at the applicable rate.

- (b) The four (4) hour minimum shall not apply in the event work is suspended because of inclement weather or other such reason completely beyond the control of the Employer, or the employee refuses to perform, or is found incapable of performing, the work for which the Employer had requested that such employee be dispatched.

6.700 Rest Breaks

6.701 Two (2) rest breaks of ten (10) minutes duration each shall be provided during a scheduled eight (8) hour or nine (9) hour shift. A third rest break of ten (10) minutes duration shall be provided after eight (8) hours if the shift is subsequently extended

beyond eight (8) hours or nine (9) hours up to a maximum of ten (10) hours. Refer also to Article 6.802.

- 6.702** Only two (2) rest breaks shall be provided on a scheduled shift of ten (10) hours, however each such rest break shall be of fifteen (15) minutes duration. The Parties agree that a shift of ten (10) hours shall not be deemed to be a scheduled shift of ten (10) hours unless the employees have been so advised prior to the completion of the previous days' shift.
- 6.703** Rest breaks shall be taken at a location determined by mutual agreement between the Employer and the Union.

6.800 Meal Breaks

6.801 Regularly Scheduled Shifts of Ten (10) Hours or Less

One (1) meal break of one-half (½) hour shall be provided on all scheduled shifts of ten (10) hours or less. Such meal break shall be scheduled as near as is practical to the mid-point of the shift and shall not be considered as time worked.

6.802 Shifts in Excess of Ten (10) Hours

Additional meal breaks are required on all shifts in excess of ten (10) hours. The foregoing applies regardless of whether such shifts are scheduled shifts or the result of unscheduled overtime. Refer to Appendix "D" for details.

ARTICLE 7.000 – TRAVEL ALLOWANCES AND OUT-OF-TOWN PROJECTS

7.100 Local Resident Employee

Refer to Appendix "A" for definition of both Local Resident Employee and Lower Mainland/ Fraser Valley.

- 7.101** No daily travel allowance shall be payable to any local resident employee on any project located inside the Lower Mainland/Fraser Valley.
- 7.102 (a)** A daily travel allowance shall be paid to any local resident employee who uses their own vehicle to travel daily from their residence to a project located outside of the Lower Mainland/Fraser Valley.
- (b)** Such allowance shall be payable in accordance with the following schedule.

First forty (40) road kilometres, each way, each day	not applicable
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All additional road kilometres, each way, each day	pursuant to Appendix "C"
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7.200 Non Local Resident Employee

This Article does not apply to Local Resident Employees. Refer to Appendix "A" for definition.

- 7.201** The terms of both daily travel as well as initial and terminal travel which shall apply to a non local resident employee on an out-of-town project shall be established on a project by project basis.

7.202 Such terms shall:

- (a) be mutually agreed upon, in writing, by the Employer and the non local resident employee prior to the commencement of travel, and
- (b) remain as originally agreed upon unless/until otherwise changed by mutual agreement, in writing, and
- (c) be consistent with the following principles:
 - (i) A non local resident employee shall not incur any out of pocket cost in the process of travelling to an out-of-town project at the beginning of their employment on such project, and from an out-of-town project at the conclusion of their employment on such project.
 - (ii) The Employer shall supply a non local resident employee with an "employer supplied room plus daily meal allowance" while such employee is employed on an out-of-town project. The employer supplied room shall be of an acceptable standard. Notwithstanding the foregoing, the Employer may, as an alternative, pay a daily "living out allowance" to such employee in lieu of "employer supplied room plus daily meal allowance" with the mutual agreement of such employee.

ARTICLE 8.000 – HIRING AND MOBILITY OF WORKFORCE

The interpretation and application of these provisions shall be consistently applied throughout the province. Past practice shall be superseded by the terms of this Agreement unless otherwise mutually agreed, in writing, by the Parties.

8.100 Hiring

- 8.101 The Union shall assist the Employer in supplying qualified prospective employees. Without restricting/limiting the foregoing, the Union shall, in particular, assist in supplying local resident employees when requested to do so by the Employer.
- 8.102 The Employer shall retain the right to refuse employment to an individual if the Employer does not believe that such individual would be able to productively contribute within the Employer's existing operational methods and structures.
- 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.
- 8.104 In the event an employee ceases to be a member in good standing of the Union, the Employer shall terminate the employment of such employee upon receiving written confirmation and direction to do so from the Union.
- 8.105 Any employee hired and/or transferred in accordance with Article 8.000 shall be deemed to have been properly dispatched by the Union and the Union shall ensure that the

appropriate dispatch paperwork is supplied to the Employer in a timely manner.

8.200 Mobility

There shall be no restrictions on the Employer's right to transfer an employee from one (1) project to another throughout the province. Notwithstanding the foregoing, when a non local resident employee is transferred between two (2) out-of-town projects the following standard shall apply.

- Initial travel allowance shall be paid to the non local resident employee from their point of dispatch to the first project in accordance with Article 7.200, and
- The effective "per road kilometre" travel allowance rate pursuant to Appendix "C" shall be paid to the non local resident employee for all road kilometres travelled, one (1) way, from the first project to the second project, and
- Terminal travel allowance shall be paid to the non local resident employee from the second project back to their point of dispatch in accordance with Article 7.200.

8.300 Differentiation of Employee Classifications

The Union shall not make any attempt to dispatch an employee of a different employee classification (i.e. Foreperson, CJP, UCP, Apprentice, and/or Pre-Apprentice) than was requested by the Employer. In particular, the Union shall not make any attempt to restrict/limit or deny the Employer from hiring the maximum ratio of Apprentices permitted in accordance with Article 4.404(a).

8.400 Reduction in Project Crew

8.401 The Employer shall notify the Job Steward prior to a reduction in the size of the project crew.

8.402 When it is necessary for the Employer to reduce the size of the project crew, preference of continued employment shall be given to Job Stewards.

8.500 Rehiring of Injured Employees

The Employer shall give preference of re-employment to an injured employee when such employee is able to return to work, provided sufficient work is available.

8.600 Certifications

The Union shall not dispatch any employee who does not hold the following certifications:

- WHMIS 2015
- Current Hearing Test
- Fall Protection
- Aerial Lift
- Level 1 First Aid

The Employer may, at its discretion, waive this requirement. In these circumstances employees will be required to get these qualifications at the first opportunity.

ARTICLE 9.000 – JOB STEWARDS AND UNION REPRESENTATIVES

9.100 Job Stewards

- 9.101 The Union shall notify the Employer of the appointment of all Job Stewards.
- 9.102 Job Stewards shall be recognized on all projects and shall not be discriminated against.
- 9.103 The Employer shall provide a Job Steward with sufficient time to carry out their duties.
- 9.104 Refer also to Article 8.402 regarding preference for continued employment of Job Stewards.

9.200 Union Representatives

Union Representatives shall have access to all projects governed by this Agreement, after first notifying the Employer, however in no way shall such Representative(s) interfere with employees during working hours unless permission is granted.

9.300 Union Leave

The Employer shall grant a non-paid leave of absence to an employee when requested, in writing, to do so by the Union. Such leave shall be for the purpose of attending to Union business, and shall not jeopardize the employee's continued employment. Notwithstanding the foregoing, the Employer may deny such request for valid reasons.

ARTICLE 10.000 – HEALTH AND SAFETY

10.100 Safety Equipment

- 10.101 (a) The Employer shall supply to employees, at no cost, all safety equipment, including hearing protective devices and safety masks (as per WorkSafeBC requirement G5.54-7), except personal apparel (i.e. CSA approved hard hat, CSA approved footwear, rubber clothing, etc.). Refer also to Article 10.502.
- (b) The Employer shall supply a five (5) point safety harness to an employee when required by WorkSafeBC. Notwithstanding the foregoing, an employee may use their own CSA approved safety harness and lanyard, providing such equipment is in satisfactory condition and has been approved for use by the Employer. Where an employee chooses to use an Employer supplied safety harness and lanyard, such employee shall return such harness and lanyard in good condition when asked to do so or upon termination of employment.
- (c) The Employer may deduct the cost of Employer supplied safety equipment from an employee's pay cheque if such equipment is not returned.
- 10.102 All equipment, tools, and materials shall conform and be utilized in conformity with applicable provincial and/or federal regulations, acts and laws. Employer safety regulations shall be complied with provided they are not inconsistent with the foregoing. It shall not be considered a violation of this Agreement should an employee refuse to work in conditions and/or use equipment that do not meet prescribed safety standards and/or regulations.

10.200 Accident Prevention Regulations

10.201 The Parties to this Agreement shall, at all times, comply with the accident prevention regulations of the *Workers Compensation Act* and any refusal on the part of an employee to work in contravention of such regulations shall not be deemed to be a breach of this Agreement. No employee shall be discharged because such employee fails to work under unsafe conditions as set out in the regulations.

10.202 (a) Any refusal by an employee to abide by known WorkSafeBC regulations or posted Employer safety regulations, after being duly warned, shall constitute just cause for discipline, up to and including termination.

(b) Employees shall abide by all project site rules at all times. Failure to do so shall constitute just cause for termination.

10.203 Any employee may refuse to work where, in the opinion of such employee, adequate safety precautions have not been provided.

10.300 Project Inspections

The Job Steward, or where there is a safety committee a Union representative of such committee, shall accompany the WorkSafeBC inspector on all project inspections.

10.400 Injured or Sick Employees

10.401 The Employer shall cover all transportation costs not otherwise covered by WorkSafeBC for any employee residing in Employer supplied accommodation who is injured on the project and subsequently requires transportation to either their point of dispatch or back to the project. The foregoing shall also apply for any employee residing in Employer supplied accommodation who becomes ill or is injured in an accident not covered by WorkSafeBC, if the First Aid Attendant or a doctor recommends off-site treatment or a return to the employee's point of hire.

10.402 If an employee requires off-site medical attention which necessitates no return to work on that day, or where a qualified Occupational First Aid Attendant recommends rest until the next day, then the injured employee shall be paid for the full shift.

10.403 Refer also to Article 8.500.

10.500 Certifications and Personal Protective Equipment

The following provisions shall apply to all employees, whether they are reporting for work or are already employed on a project:

10.501 Certifications

Employees shall be responsible for ensuring they possess all Health and Safety related required certifications (eg. Workplace Hazardous Materials Information System training, Record of Hearing Test, etc.) and that such certifications are valid. Proof of such certifications shall be provided to the Employer upon request.

10.502 Personal Protective Equipment

Employees shall be responsible for personally providing and utilizing the following personal protective equipment as required under regulations/policies imposed by WorkSafeBC, and/or any other such body (i.e. Federal, Provincial, or Municipal

Governments, etc.), having the authority to enact similar regulations/policies.

- (a) Clothing suitable for protection against the natural elements to which they may be exposed.
 - (b) All such personal protective equipment generally regarded as being the responsibility of the employee. Such personal protective equipment shall include, but not be limited to, CSA approved; gloves, safety headgear, and steel toed safety footwear complete with above ankle support.
- 10.503** (a) The Employer shall be permitted to refuse work to any employee who does not fulfill such provisions as stipulated in Articles 10.501 and/or 10.502.
- (b) Notwithstanding Article 6.600, if an employee is refused work in accordance with Article 10.503(a), the Employer shall be required to pay such employee only for actual time worked, if any.

ARTICLE 11.000 – WORKING CONDITIONS

11.100 Harassment and Discrimination

Employees shall have the right to work in an environment free from harassment. In addition, discrimination under the prohibited grounds of the *BC Human Rights Code* shall not be tolerated within the open and inclusive craft building trades construction industry.

11.200 Project Facilities

11.201 Toilets

Chemical or flush toilets shall be provided from the commencement of work on all projects. When sewer or chemical toilets are not available, sanitary facilities shall be provided in accordance with local sanitary regulations. Toilet houses shall be of fibreglass or rubber compound construction, and shall be cleaned out daily. Toilet paper shall be provided. There shall be a minimum of one (1) toilet for every fifteen (15) building trades persons on a project.

11.202 Drinking Water

Where there is no running tap water available, cool drinking water in approved sanitary containers shall be provided. Paper cups and salt tablets shall also be supplied.

11.203 Telephone Access

A telephone(s) shall be made available to all employees at all times for incoming or outgoing emergency purposes, and incoming messages of an emergency nature shall be relayed immediately. No employee shall be permitted to use a personal cell phone or smart phone during working hours, excluding rest and meal breaks, except in case of an emergency. Repeated violations of the foregoing shall constitute just cause for discipline, up to and including termination.

11.204 Clean Up Facilities

The Employer shall provide clean up facilities, hand cleaner and paper towels.

11.300 Lockup

The Employer shall not be required to provide a lockup on any project of short term duration unless it is economically practical to do so. On all other projects, the following standards shall apply.

11.301 A lockup shall be provided for employees and such lockup shall be located on the ground floor or first floor of the project. If multiple shifts are being worked, a separate lockup shall be provided for each shift. Lockups shall be used for tools, drying clothes, as a dressing room, and as a lunchroom.

11.302 Each lockup shall have tool racks, tables and benches with provision for drying clothes and shall be of an adequate size to allow a minimum of fifteen (15) square feet per employee.

11.303 Each lockup shall have windows and venting with adequate lighting and provision for continuous heat twenty-four (24) hours a day.

11.304 The Employer shall be responsible for having the lockups cleaned out daily and kept clear of building material and other construction paraphernalia.

11.400 Vehicles

No employee shall be required to carry material to a project in their own motor vehicle, and/or otherwise be permitted to use their own motor vehicle in a manner which is unfair to other employees and/or contrary to the best interests of the Union.

11.500 Tools, Equipment and Protective Clothing

11.501 An employee shall provide all customary hand tools/equipment of the trade, including but not limited to the following. All other tools and equipment shall be supplied by the Employer.

(a) Brush Painters

A suitable grip containing a clean pair of overalls, soft shoes, shave hook, putty knife, square putty knife, razor blade holder, broad knife, screwdriver and hammer, one "Red Devil" brand hand-scraper or similar type, and manufactured dust brush.

(b) Paperhangers and Sheeting Workers

A suitable grip containing a clean pair of overalls, soft shoes, dusting brush, putty knives, broad knives, screwdriver, hammer, straight edge trimmer base and zinc strip, trimmer shears, steel roller, felt roller, measuring equipment, smoothing brush, razor blade holder, 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 pliers and a crescent wrench for the type of equipment being used. Any special spray equipment wrenches to be supplied by the Employer.

11.502 The tools of an employee starting a new job shall be in good condition and shall be kept so on the Employer's time.

11.503 (a) An employee shall not be considered to be prepared to work until such time as the

employee has the required customary hand tools/equipment specified in Article 11.501.

- (b) If an employee does not have the required customary hand tools/equipment specified in Article 11.501, the Employer may supply such tools/equipment to the employee and deduct the cost from the employee's pay cheque.

11.504 An employee shall only be responsible for the Employer's tools left in their possession if damage or loss to such tools occurs as a result of the proven carelessness or neglect of the employee in whose possession such tools were left.

11.600 Insurance

An employee shall submit an inventory of their tools and working apparel on the project to the Employer upon request, and the Employer shall replace an employee's tools and working apparel if such tools and/or working apparel are lost due to fire, burglary, or as a result of working over water or such other areas where tools cannot be retrieved.

11.700 Leaves of Absence

11.701 Military Leave

The Parties agree to cooperate to facilitate broad and liberal leaves for operations and training military leave for workers who serve as members of the Canadian Forces Reserves, in accordance with provincial and federal law and the "Declaration of Support for the Reserve Forces" signed by the Canadian Office of the Building and Construction Trades Department and the National Construction Labour Relations Alliance, dated May 12, 2010.

11.702 Pregnancy and Parental Leave

Employees shall be entitled to Pregnancy and Parental Leave in accordance with the provisions of the *Employment Standards Act*.

11.800 Personal Cell Phones

No employee shall be required to install any app on their personal phone as a condition of employment.

ARTICLE 12.000 – JOINT LABOUR/MANAGEMENT INITIATIVES

12.100 DC38 Joint Trade Society

The parties shall abide by the Constitution and Bylaws of the DC38 Joint Trade Society, with respect to the operation of such Society. Notwithstanding the foregoing, the terms of this Agreement shall supersede the Constitution and Bylaws of the DC38 Joint Trade Society in the event of an inconsistency between the two (2) documents.

12.200 Commercial/Institutional Painters Joint Labour/Management Committee (PJLMC)

Refer to Appendix "F" for details.

ARTICLE 13.000 – ENABLING PROVISIONS

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.

13.200 Participation

13.201 In recognition of the close working relationship on projects between the Union and other BCBCBTU affiliates, the Parties acknowledge the need for enabling relief to be generally consistent. As a result, the Parties agree to work towards achieving this objective wherever possible. Notwithstanding the foregoing, the Parties also acknowledge the individual autonomy of the Union and agree that nothing herein shall be interpreted as an agreement to limit that autonomy in any way.

13.202 Unless otherwise mutually agreed to in writing by the Parties, neither the Union nor an individual Union Local shall decline to participate in good faith in the process contemplated by Article 13.000 of this Agreement. The Parties expressly agree that the Union and/or an individual local of the Union would be in violation of foregoing if the Union and/or an individual local of the Union were to decline an Employer's enabling request pursuant to either a formal or informal (i.e. blanket) policy of refusal. Individual union members shall retain the right to refuse a dispatch to an enabled project, but neither the Union nor an individual local of the Union shall encourage or otherwise counsel its members to do so.

ARTICLE 14.000 – GRIEVANCE PROCEDURE

14.100 Definition

14.101 (a) A grievance shall be defined as any "difference" between the Parties to this

Agreement with respect to its interpretation, application, operation or any alleged violation thereof, including discharge for cause alleged to be unjust by the Union. Discharge shall not include layoff of employees for reason of project efficiency or reduction of forces on suspension or completion of work.

- (b) The party initiating a grievance shall be referred to herein as the aggrieved party. The other party to a grievance shall be referred to as the responding party.

14.102 The two (2) parties to any formal grievance shall be the two (2) parties signatory to this Agreement, namely the Union and CLR (acting on its own behalf and/or on behalf of its respective signatory member Employers). The parties expressly agree that an individual local of the Union does not have the right to initiate a formal grievance unless/until such grievance has been duly authorized in accordance with the Union's prevailing policies, where such prevailing policies exist. Likewise, the parties expressly agree that an individual Employer does not have the right to unilaterally initiate or defend a formal grievance on its own behalf without the prior written authorization of CLR.

14.200 Time Limits

14.201 In order to initiate a formal grievance, the aggrieved party must provide written notification to the responding party within thirty (30) calendar days of the date on which the underlying "difference" is alleged to have occurred. Such notification shall include all relevant particulars of the formal grievance and all relevant and reliance documentation. The parties expressly agree that a formal grievance shall not be deemed to have been initiated unless/until the responding party has actually received a copy of the required written notification from the aggrieved party. All time limits shall be strictly enforced.

14.202 In the event of an alleged error on a pay cheque, such "difference" shall be deemed to have occurred on the date the pay cheque stub was received by the aggrieved employee. Likewise, in the event of an alleged error on the Employer's monthly remittance report, such "difference" shall be deemed to have occurred on the date the remittance report was received by the Union.

14.300 Step 1 (Informal Resolution)

Once a formal grievance has been initiated, the parties shall make a concerted good faith effort to work out a mutually agreeable resolution. Notwithstanding the foregoing, unless otherwise mutually agreed by the parties in writing, the aggrieved party shall be deemed to have abandoned the formal grievance in the event notice of referral to Mr. Michael Fleming (in accordance with Article 14.400) has not been received by the responding party within sixty (60) calendar days of the date on which the underlying "difference" is alleged to have occurred. Refer to Article 14.202 for clarification on the interpretation of "occurred".

14.400 Step 2 (Formal Resolution)

The parties expressly agree that the Step 2 is an integral component of the Grievance Procedure in accordance with this Agreement.

If the parties are unable to work out a mutually agreeable resolution in accordance with Article 14.300, either party may refer the formal grievance to Mr. Michael Fleming for final and conclusive determination as follows. Notice of such referral shall be provided, in writing, to both the responding party and Mr. Fleming. In the event Mr. Fleming is not available to the parties, the parties shall mutually agree upon a replacement. (Note: The parties expressly agree that all references to Mr. Michael Fleming within Article 14.000 shall be interpreted as "Mr. Fleming or his replacement" in the event a replacement for Mr. Fleming is mutually agreed upon in accordance with such Article.)

14.401 Mr. Fleming shall meet with the parties and shall attempt to facilitate a mutually agreeable resolution.

14.402 (a) In the event Mr. Fleming is unable to facilitate a mutually agreeable resolution in accordance with Article 14.401, each party shall be required to submit a proposed determination/award, in writing, to Mr. Fleming. Mr. Fleming shall determine his own procedure, including timing, for such submissions. Upon receipt of both proposed determinations/awards, Mr. Fleming shall provide a copy to each party.

(b) Mr. Fleming shall consider the relative merits of each of the proposed determinations/awards, and shall select one (1) of the proposed determinations/awards in its entirety, and may not impose any alternative and/or modified determination/award without the prior mutual agreement of the parties.

(c) Mr. Fleming shall provide a summary of the reasons for his decision within his award.

14.403 Mr. Fleming shall have and may exercise all powers of a mediator/arbitrator pursuant to the *Labour Relations Code*.

14.404 The parties may mutually agree, in writing, to any other grievance resolution procedure which they agree is appropriate under the circumstances.

14.500 Expenses

Each party shall be responsible for one hundred percent (100%) of any/all "party specific" costs, and fifty percent (50%) of any/all "joint" costs, which may be incurred during the informal and formal grievance resolution process.

ARTICLE 15.000 – SAVINGS CLAUSE

15.100 In the event that any clause, section or article of this Agreement should be held invalid by operation of law, or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any clause, section or article should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such clause, section or article to persons or circumstances, other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

15.200 In the event that any clause, section or article of this Agreement should be held invalid, or enforcement of, or compliance with which has been restrained, as above set forth, the Parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either Party, for the purpose of arriving at a mutually satisfactory replacement for such clause, section or article during the period of invalidity or restraint.


15.300 In the event the Parties do not agree on such a mutually satisfactory replacement, they shall submit the dispute to the grievance procedure in accordance with Article 14.000.


SIGNATURE OF PARTIES

Dated this 23 day of ~~May~~ ^{JUNE}, 2020

Signed on behalf of:

Construction Labour Relations Association of BC

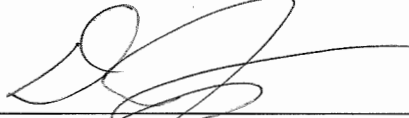





Dated this 26 day of ~~May~~ ^{June}, 2020

Signed on Behalf of:

IUPAT District Council 38





SCHEDULE "A1.1"

MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE
COMMERCIAL/INSTITUTIONAL – NEW CONSTRUCTION (EXCLUDING NORTHERN BC)

Schedule "A1.1" shall apply to all commercial and institutional new construction projects, except those located in Northern BC.

New Construction Projects – Excluding Northern BC

Effective June 17, 2019

Employee Classifications:	%	Base Rate	VP/SHP 8%	Employer Contributions									Total Package
				Benefit Plan	Pension Plan	JTS	CAF	MPDA	CIRP	JAPlan ¹	BCBCBTU	D&A Policy	
"A" Foreman	112%	36.68	2.934	2.02	2.50	1.035	0.13	0.10	0.04	n/a	0.05	0.01	45.499
"B" Foreman	\$2.00	34.75	2.780	2.02	2.50	1.035	0.13	0.10	0.04	n/a	0.05	0.01	43.415
Certified (CJP)	100%	32.75	2.620	2.02	2.50	1.035	0.13	0.10	0.04	n/a	0.05	0.01	41.255
6 th Term Apprentice	80%	26.20	2.096	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	31.681
5 th Term Apprentice	75%	24.56	1.965	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	29.910
4 th Term Apprentice	70%	22.93	1.834	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	28.149
3 rd Term Apprentice	65%	21.29	1.703	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	26.378
2 nd Term Apprentice	60%	19.65	1.572	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	24.607
1 st Term Apprentice	55%	18.01	1.441	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	22.836
Uncertified Painter Level 6	80%	26.20	2.096	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	30.646
Uncertified Painter Level 5	75%	24.56	1.965	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	28.875
Uncertified Painter Level 4	70%	22.93	1.834	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	27.114
Uncertified Painter Level 3	65%	21.29	1.703	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	25.343
Uncertified Painter Level 2	60%	19.65	1.572	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	23.572
Uncertified Painter Level 1	55%	18.01	1.441	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	21.801
Pre-Apprentice ²	45%	14.74	1.032	0.54	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	15.830

1. Employer Contribution to the JAPlan has been suspended until further notice.

2. VP/SHP for a Pre-Apprentice is payable at 7%. Prior to June 17, 2019 Pre-Apprentice was \$14.00 effective June 17, 2019 it is the greater of 45% or BC Minimum Wage.

SCHEDULE "A1.2"

MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE
COMMERCIAL/INSTITUTIONAL – NEW CONSTRUCTION (EXCLUDING NORTHERN BC)

Schedule "A1.2" shall apply to all commercial and institutional new construction projects, except those located in Northern BC.

New Construction Projects – Excluding Northern BC

Effective May 1, 2020

Employee Classifications:	%	Base Rate	VP/SHP 8%	Employer Contributions									Total Package
				Benefit Plan	Pension Plan	JTS	CAF	MPDA	CIRP	JAPlan ¹	BCBCBTU	D&A Policy	
"A" Foreman	112%	37.18	2.97	2.02	2.50	1.035	0.13	0.10	0.04	n/a	0.05	0.01	46.035
"B" Foreman	\$2.00	35.20	2.82	2.02	2.50	1.035	0.13	0.10	0.04	n/a	0.05	0.01	43.905
Certified (CJP)	100%	33.20	2.66	2.02	2.50	1.035	0.13	0.10	0.04	n/a	0.05	0.01	41.745
6 th Term Apprentice	80%	26.56	2.12	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	32.065
5 th Term Apprentice	75%	24.90	1.99	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	30.275
4 th Term Apprentice	70%	23.24	1.86	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	28.485
3 rd Term Apprentice	65%	21.58	1.73	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	26.695
2 nd Term Apprentice	60%	19.92	1.59	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	24.895
1 st Term Apprentice	55%	18.26	1.46	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	23.105
Uncertified Painter Level 6	80%	26.56	2.12	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	31.030
Uncertified Painter Level 5	75%	24.90	1.99	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	29.240
Uncertified Painter Level 4	70%	23.24	1.86	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	27.450
Uncertified Painter Level 3	65%	21.58	1.73	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	25.660
Uncertified Painter Level 2	60%	19.92	1.59	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	23.860
Uncertified Painter Level 1	55%	18.26	1.46	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	22.070
Pre-Apprentice ²	45%	14.94	1.05	0.54	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	16.860

1. Employer Contribution to the JAPlan has been suspended until further notice.

2. VP/SHP for a Pre-Apprentice is payable at 7%. Prior to June 17, 2019 Pre-Apprentice was \$14.00 effective June 17, 2019 it is the greater of 45% or BC Minimum Wage.

SCHEDULE "A2.1"

MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE
COMMERCIAL/INSTITUTIONAL – NEW CONSTRUCTION (NORTHERN BC)

Schedule "A2.1" shall apply to all commercial and institutional new construction projects located in Northern BC.

New Construction Projects – Northern BC

Effective June 17, 2019

Employee Classifications:	%	Base Rate	VP/SHP 8%	Employer Contributions									Total Package
				Benefit Plan	Pension Plan	JTS	CAF	MPDA	CIRP	JAPlan ¹	BCBCBTU	D&A Policy	
"A" Foreman	112%	37.35	2.988	2.02	2.50	1.035	0.13	0.10	0.04	n/a	0.05	0.01	46.223
"B" Foreman	\$2.00	35.35	2.828	2.02	2.50	1.035	0.13	0.10	0.04	n/a	0.05	0.01	44.063
Certified (CJP)	100%	33.35	2.668	2.02	2.50	1.035	0.13	0.10	0.04	n/a	0.05	0.01	41.903
6 th Term Apprentice	80%	26.68	2.134	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	32.199
5 th Term Apprentice	75%	25.01	2.001	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	30.396
4 th Term Apprentice	70%	23.35	1.868	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	28.603
3 rd Term Apprentice	65%	21.68	1.734	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	26.799
2 nd Term Apprentice	60%	20.01	1.601	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	24.996
1 st Term Apprentice	55%	18.34	1.467	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	23.192
Uncertified Painter Level 6	80%	26.68	2.134	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	31.164
Uncertified Painter Level 5	75%	25.01	2.001	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	29.361
Uncertified Painter Level 4	70%	23.35	1.868	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	27.568
Uncertified Painter Level 3	65%	21.68	1.734	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	25.764
Uncertified Painter Level 2	60%	20.01	1.601	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	23.961
Uncertified Painter Level 1	55%	18.34	1.467	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	22.157
Pre-Apprentice ²	45%	15.01	1.051	0.54	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	15.830

1. Employer Contribution to the JAPlan has been suspended until further notice.

2. VP/SHP for a Pre-Apprentice is payable at 7%. Prior to June 17, 2019 Pre-Apprentice was \$14.00 effective June 17, 2019 it is the greater of 45% or BC Minimum Wage.

SCHEDULE "A2.2"

MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE
COMMERCIAL/INSTITUTIONAL – NEW CONSTRUCTION (NORTHERN BC)

Schedule "A2.2" shall apply to all commercial and institutional new construction projects located in Northern BC.

New Construction Projects – Northern BC

Effective May 1, 2020

Employee Classifications:	%	Base Rate	VP/SHP 8%	Employer Contributions									Total Package
				Benefit Plan	Pension Plan	JTS	CAF	MPDA	CIRP	JAPlan ¹	BCBCBTU	D&A Policy	
"A" Foreman	112%	37.86	3.03	2.02	2.50	1.035	0.13	0.10	0.04	n/a	0.05	0.01	46.775
"B" Foreman	\$2.00	35.80	2.86	2.02	2.50	1.035	0.13	0.10	0.04	n/a	0.05	0.01	44.545
Certified (CJP)	100%	33.80	2.70	2.02	2.50	1.035	0.13	0.10	0.04	n/a	0.05	0.01	42.385
6 th Term Apprentice	80%	27.04	2.16	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	32.585
5 th Term Apprentice	75%	25.35	2.03	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	30.765
4 th Term Apprentice	70%	23.66	1.89	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	28.935
3 rd Term Apprentice	65%	21.97	1.76	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	27.115
2 nd Term Apprentice	60%	20.28	1.62	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	25.285
1 st Term Apprentice	55%	18.59	1.49	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	23.465
Uncertified Painter Level 6	80%	27.04	2.16	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	31.550
Uncertified Painter Level 5	75%	25.35	2.03	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	29.730
Uncertified Painter Level 4	70%	23.66	1.89	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	27.900
Uncertified Painter Level 3	65%	21.97	1.76	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	26.080
Uncertified Painter Level 2	60%	20.28	1.62	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	24.250
Uncertified Painter Level 1	55%	18.59	1.49	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	22.430
Pre-Apprentice ²	45%	15.21	1.06	0.54	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	17.140

1. Employer Contribution to the JAPlan has been suspended until further notice.

2. VP/SHP for a Pre-Apprentice is payable at 7%. Prior to June 17, 2019 Pre-Apprentice was \$14.00 effective June 17, 2019 it is the greater of 45% or BC Minimum Wage.

SCHEDULE "B1.1"

MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE
COMMERCIAL/INSTITUTIONAL – REPAINT CONSTRUCTION (EXCLUDING NORTHERN BC)

Schedule "B1.1" shall apply to all commercial and institutional repaint construction projects, except those located in Northern BC.

Repaint Construction Projects – Excluding Northern BC

Effective June 17, 2019

Employee Classifications:	%	Base Rate	VP/SHP 8%	Employer Contributions									Total Package
				Benefit Plan	Pension Plan	JTS	CAF	MPDA	CIRP	JAPlan ¹	BCBCBTU	D&A Policy	
"A" Foreman	112%	34.44	2.755	2.02	2.50	1.035	0.13	0.10	0.04	n/a	0.05	0.01	43.080
"B" Foreman	\$2.00	32.75	2.620	2.02	2.50	1.035	0.13	0.10	0.04	n/a	0.05	0.01	41.255
Certified (CJP)	100%	30.75	2.460	2.02	2.50	1.035	0.13	0.10	0.04	n/a	0.05	0.01	39.095
6 th Term Apprentice	80%	24.60	1.968	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	29.953
5 th Term Apprentice	75%	23.06	1.845	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	28.290
4 th Term Apprentice	70%	21.53	1.722	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	26.637
3 rd Term Apprentice	65%	19.99	1.599	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	24.974
2 nd Term Apprentice	60%	18.45	1.476	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	23.311
1 st Term Apprentice	55%	16.91	1.353	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	21.648
Uncertified Painter Level 6	80%	24.60	1.968	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	28.918
Uncertified Painter Level 5	75%	23.06	1.845	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	27.255
Uncertified Painter Level 4	70%	21.53	1.722	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	25.602
Uncertified Painter Level 3	65%	19.99	1.599	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	23.939
Uncertified Painter Level 2	60%	18.45	1.476	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	22.276
Uncertified Painter Level 1	55%	16.91	1.353	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	20.613
Pre-Apprentice ²	45%	13.85	0.970	0.54	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	15.830

1. Employer Contribution to the JAPlan has been suspended until further notice.

2. VP/SHP for a Pre-Apprentice is payable at 7%. Prior to June 17, 2019 Pre-Apprentice was \$14.00 effective June 17, 2019 it is the greater of 45% or BC Minimum Wage.

SCHEDULE "B1.2"

MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE
COMMERCIAL/INSTITUTIONAL – REPAINT CONSTRUCTION (EXCLUDING NORTHERN BC)

Schedule "B1.2" shall apply to all commercial and institutional repaint construction projects, except those located in Northern BC.

Repaint Construction Projects – Excluding Northern BC

Effective May 1, 2020

Employee Classifications:	%	Base Rate	VP/SHP 8%	Employer Contributions									Total Package
				Benefit Plan	Pension Plan	JTS	CAF	MPDA	CIRP	JAPlan ¹	BCBCBTU	D&A Policy	
"A" Foreman	112%	34.94	2.80	2.02	2.50	1.035	0.13	0.10	0.04	n/a	0.05	0.01	43.625
"B" Foreman	\$2.00	33.20	2.66	2.02	2.50	1.035	0.13	0.10	0.04	n/a	0.05	0.01	41.745
Certified (CJP)	100%	31.20	2.50	2.02	2.50	1.035	0.13	0.10	0.04	n/a	0.05	0.01	39.585
6 th Term Apprentice	80%	24.96	2.00	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	30.345
5 th Term Apprentice	75%	23.40	1.87	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	28.655
4 th Term Apprentice	70%	21.84	1.75	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	26.975
3 rd Term Apprentice	65%	20.28	1.62	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	25.285
2 nd Term Apprentice	60%	18.72	1.50	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	23.605
1 st Term Apprentice	55%	17.16	1.37	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	21.915
Uncertified Painter Level 6	80%	24.96	2.00	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	29.310
Uncertified Painter Level 5	75%	23.40	1.87	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	27.620
Uncertified Painter Level 4	70%	21.84	1.75	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	25.940
Uncertified Painter Level 3	65%	20.28	1.62	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	24.250
Uncertified Painter Level 2	60%	18.72	1.50	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	22.570
Uncertified Painter Level 1	55%	17.16	1.37	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	20.880
Pre-Apprentice ²	45%	14.60	1.02	0.54	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	16.490

1. Employer Contribution to the JAPlan has been suspended until further notice.

2. VP/SHP for a Pre-Apprentice is payable at 7%. Prior to June 17, 2019 Pre-Apprentice was \$14.00 effective June 17, 2019 it is the greater of 45% or BC Minimum Wage.

SCHEDULE "B2.1"

MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE
COMMERCIAL/INSTITUTIONAL – REPAINT CONSTRUCTION (NORTHERN BC)

Schedule "B2.1" shall apply to all commercial and institutional repaint construction projects located in Northern BC.

Repaint Construction Projects – Northern BC

Effective June 17, 2019

Employee Classifications:	%	Base Rate	VP/SHP 8%	Employer Contributions									Total Package
				Benefit Plan	Pension Plan	JTS	CAF	MPDA	CIRP	JAPlan ¹	BCBCBTU	D&A Policy	
"A" Foreman	112%	35.11	2.809	2.02	2.50	1.035	0.13	0.10	0.04	n/a	0.05	0.01	43.804
"B" Foreman	\$2.00	33.35	2.668	2.02	2.50	1.035	0.13	0.10	0.04	n/a	0.05	0.01	41.903
Certified (CJP)	100%	31.35	2.508	2.02	2.50	1.035	0.13	0.10	0.04	n/a	0.05	0.01	39.743
6 th Term Apprentice	80%	25.08	2.006	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	30.471
5 th Term Apprentice	75%	23.51	1.881	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	28.776
4 th Term Apprentice	70%	21.95	1.756	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	27.091
3 rd Term Apprentice	65%	20.38	1.630	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	25.395
2 nd Term Apprentice	60%	18.81	1.505	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	23.700
1 st Term Apprentice	55%	17.24	1.379	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	22.004
Uncertified Painter Level 6	80%	25.08	2.006	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	29.436
Uncertified Painter Level 5	75%	23.51	1.881	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	27.741
Uncertified Painter Level 4	70%	21.95	1.756	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	26.056
Uncertified Painter Level 3	65%	20.38	1.630	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	24.360
Uncertified Painter Level 2	60%	18.81	1.505	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	22.665
Uncertified Painter Level 1	55%	17.24	1.379	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	20.969
Pre-Apprentice ²	45%	14.11	0.988	0.54	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	15.830

1. Employer Contribution to the JAPlan has been suspended until further notice.

2. VP/SHP for a Pre-Apprentice is payable at 7%. Prior to June 17, 2019 Pre-Apprentice was \$14.00 effective June 17, 2019 it is the greater of 45% or BC Minimum Wage.

SCHEDULE "B2.2"

MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE
COMMERCIAL/INSTITUTIONAL – REPAINT CONSTRUCTION (NORTHERN BC)

Schedule "B2.2" shall apply to all commercial and institutional repaint construction projects located in Northern BC.

Repaint Construction Projects – Northern BC

Effective May 1, 2020

Employee Classifications:	%	Base Rate	VP/SHP 8%	Employer Contributions									Total Package
				Benefit Plan	Pension Plan	JTS	CAF	MPDA	CIRP	JAPlan ¹	BCBCBTU	D&A Policy	
"A" Foreman	112%	35.62	2.85	2.02	2.50	1.035	0.13	0.10	0.04	n/a	0.05	0.01	44.355
"B" Foreman	\$2.00	33.80	2.70	2.02	2.50	1.035	0.13	0.10	0.04	n/a	0.05	0.01	42.385
Certified (CJP)	100%	31.80	2.54	2.02	2.50	1.035	0.13	0.10	0.04	n/a	0.05	0.01	40.225
6 th Term Apprentice	80%	25.44	2.04	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	30.865
5 th Term Apprentice	75%	23.85	1.91	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	29.145
4 th Term Apprentice	70%	22.26	1.78	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	27.425
3 rd Term Apprentice	65%	20.67	1.65	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	25.705
2 nd Term Apprentice	60%	19.08	1.53	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	23.995
1 st Term Apprentice	55%	17.49	1.40	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	22.275
Uncertified Painter Level 6	80%	25.44	2.04	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	29.830
Uncertified Painter Level 5	75%	23.85	1.91	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	28.110
Uncertified Painter Level 4	70%	22.26	1.78	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	26.390
Uncertified Painter Level 3	65%	20.67	1.65	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	24.670
Uncertified Painter Level 2	60%	19.08	1.53	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	22.960
Uncertified Painter Level 1	55%	17.49	1.40	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	21.240
Pre-Apprentice ²	45%	14.60	1.02	0.54	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	15.830

1. Employer Contribution to the JAPlan has been suspended until further notice.

2. VP/SHP for a Pre-Apprentice is payable at 7%. Prior to June 17, 2019 Pre-Apprentice was \$14.00 effective June 17, 2019 it is the greater of 45% or BC Minimum Wage.

SCHEDULE "C1.1"

EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS
COMMERCIAL/INSTITUTIONAL – NEW CONSTRUCTION (EXCLUDING NORTHERN BC)

Schedule "C1.1" shall apply to all commercial and institutional new construction projects, except those located in Northern BC.

New Construction Projects – Excluding Northern BC

Effective June 17, 2019

	Employer Contributions										Employee Deductions								
	Benefit Plan	Pension Plan	JTS	CAF	MPDA	CIRP	JAPlan ¹	BCBCBTU	D&A Policy	Hourly Paid	Dues 2.2%	PIAF 5%	BCYT	DC 38 Org Fund	CIRP	App Trade School	Total Hourly Deducted	Basic Monthly Dues	Total Hourly Remitted
"A" Foreman	2.02	2.50	1.035	0.13	0.10	0.04	n/a	0.05	0.01	5.885	0.721	1.638	0.05	0.04	0.04	n/a	2.489	33.00	8.374
"B" Foreman	2.02	2.50	1.035	0.13	0.10	0.04	n/a	0.05	0.01	5.885	0.721	1.638	0.05	0.04	0.04	n/a	2.489	33.00	8.374
CJP	2.02	2.50	1.035	0.13	0.10	0.04	n/a	0.05	0.01	5.885	0.721	1.638	0.05	0.04	0.04	n/a	2.489	33.00	8.374
6th Term App	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	3.385	0.576	1.310	0.05	0.04	0.04	1.00	3.016	33.00	6.401
5th Term App	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	3.385	0.540	1.228	0.05	0.04	0.04	1.00	2.898	33.00	6.283
4th Term App	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	3.385	0.504	1.147	0.05	0.04	0.04	1.00	2.781	33.00	6.166
3rd Term App	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	3.385	0.468	1.065	0.05	0.04	0.04	1.00	2.663	33.00	6.048
2nd Term App	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	3.385	0.432	0.983	0.05	0.04	0.04	1.00	2.545	33.00	5.930
1st Term App	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	3.385	0.396	0.901	0.05	0.04	0.04	1.00	2.427	33.00	5.812
UCP Level 6	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	2.350	0.576	n/a	n/a	n/a	0.04	n/a	0.616	33.00	2.966
UCP Level 5	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	2.350	0.540	n/a	n/a	n/a	0.04	n/a	0.580	33.00	2.930
UCP Level 4	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	2.350	0.504	n/a	n/a	n/a	0.04	n/a	0.544	33.00	2.894
UCP Level 3	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	2.350	0.468	n/a	n/a	n/a	0.04	n/a	0.508	33.00	2.858
UCP Level 2	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	2.350	0.432	n/a	n/a	n/a	0.04	n/a	0.472	33.00	2.822
UCP Level 1	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	2.350	0.396	n/a	n/a	n/a	0.04	n/a	0.436	33.00	2.786
Pre-Apprentice	0.54	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	0.870	0.324	n/a	n/a	n/a	n/a	n/a	0.324	33.00	1.194

All Employer contributions and employee deductions shall be calculated on the basis of "hours worked".

1. Employer Contribution to the JAPlan has been suspended until further notice.

SCHEDULE "C1.2"

EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS
COMMERCIAL/INSTITUTIONAL – NEW CONSTRUCTION (EXCLUDING NORTHERN BC)

Schedule "C1.2" shall apply to all commercial and institutional new construction projects, except those located in Northern BC.

New Construction Projects – Excluding Northern BC

Effective May 1, 2020

	Employer Contributions										Employee Deductions								
	Benefit Plan	Pension Plan	JTS	CAF	MPDA	CIRP	JAPlan ¹	BCBCBTU	D&A Policy	Hourly Paid	Dues 2.2%	PIAF 5%	BCYT	DC 38 Org Fund	CIRP	App Trade School	Total Hourly Deducted	Basic Monthly Dues	Total Hourly Remitted
"A" Foreman	2.02	2.50	1.035	0.13	0.10	0.04	n/a	0.05	0.01	5.885	0.730	1.660	0.05	0.04	0.04	n/a	2.520	33.00	8.405
"B" Foreman	2.02	2.50	1.035	0.13	0.10	0.04	n/a	0.05	0.01	5.885	0.730	1.660	0.05	0.04	0.04	n/a	2.520	33.00	8.405
CJP	2.02	2.50	1.035	0.13	0.10	0.04	n/a	0.05	0.01	5.885	0.730	1.660	0.05	0.04	0.04	n/a	2.520	33.00	8.405
6th Term App	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	3.385	0.584	1.328	0.05	0.04	0.04	1.00	3.042	33.00	6.427
5th Term App	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	3.385	0.548	1.245	0.05	0.04	0.04	1.00	2.923	33.00	6.308
4th Term App	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	3.385	0.511	1.162	0.05	0.04	0.04	1.00	2.803	33.00	6.188
3rd Term App	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	3.385	0.475	1.079	0.05	0.04	0.04	1.00	2.684	33.00	6.069
2nd Term App	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	3.385	0.438	0.996	0.05	0.04	0.04	1.00	2.564	33.00	5.949
1st Term App	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	3.385	0.402	0.913	0.05	0.04	0.04	1.00	2.445	33.00	5.830
UCP Level 6	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	2.350	0.584	n/a	n/a	n/a	0.04	n/a	0.624	33.00	2.974
UCP Level 5	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	2.350	0.548	n/a	n/a	n/a	0.04	n/a	0.588	33.00	2.938
UCP Level 4	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	2.350	0.511	n/a	n/a	n/a	0.04	n/a	0.551	33.00	2.901
UCP Level 3	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	2.350	0.475	n/a	n/a	n/a	0.04	n/a	0.515	33.00	2.865
UCP Level 2	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	2.350	0.438	n/a	n/a	n/a	0.04	n/a	0.478	33.00	2.828
UCP Level 1	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	2.350	0.402	n/a	n/a	n/a	0.04	n/a	0.442	33.00	2.792
Pre-Apprentice	0.54	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	0.870	0.329	n/a	n/a	n/a	0.04	n/a	0.369	33.00	1.239

All Employer contributions and employee deductions shall be calculated on the basis of "hours worked".

1. Employer Contribution to the JAPlan has been suspended until further notice.

SCHEDULE "C2.1"

EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS
COMMERCIAL/INSTITUTIONAL – NEW CONSTRUCTION (NORTHERN BC)

Schedule "C2.1" shall apply to all commercial and institutional new construction projects located in Northern BC.

New Construction Projects – Northern BC

Effective June 17, 2019

	Employer Contributions										Employee Deductions									
	Benefit Plan	Pension Plan	JTS	CAF	MPDA	CIRP	JAPlan ¹	BCBCBTU	D&A Policy	Hourly Paid	Dues 2.2%	PIAF 5%	BCYT	DC 38 Org Fund	CIRP	App Trade School	Total Hourly Deducted	Basic Monthly Dues	Total Hourly Remitted	
"A" Foreman	2.02	2.50	1.035	0.13	0.10	0.04	n/a	0.05	0.01	5.885	0.734	1.668	0.05	0.04	0.04	n/a	2.532	33.00	8.417	
"B" Foreman	2.02	2.50	1.035	0.13	0.10	0.04	n/a	0.05	0.01	5.885	0.734	1.668	0.05	0.04	0.04	n/a	2.532	33.00	8.417	
CJP	2.02	2.50	1.035	0.13	0.10	0.04	n/a	0.05	0.01	5.885	0.734	1.668	0.05	0.04	0.04	n/a	2.532	33.00	8.417	
6th Term App	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	3.385	0.587	1.334	0.05	0.04	0.04	1.00	3.051	33.00	6.436	
5th Term App	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	3.385	0.550	1.251	0.05	0.04	0.04	1.00	2.931	33.00	6.316	
4th Term App	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	3.385	0.514	1.168	0.05	0.04	0.04	1.00	2.812	33.00	6.197	
3rd Term App	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	3.385	0.477	1.084	0.05	0.04	0.04	1.00	2.691	33.00	6.076	
2nd Term App	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	3.385	0.440	1.001	0.05	0.04	0.04	1.00	2.571	33.00	5.956	
1st Term App	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	3.385	0.403	0.917	0.05	0.04	0.04	1.00	2.450	33.00	5.835	
UCP Level 6	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	2.350	0.587	n/a	n/a	n/a	0.04	n/a	0.627	33.00	2.977	
UCP Level 5	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	2.350	0.550	n/a	n/a	n/a	0.04	n/a	0.590	33.00	2.940	
UCP Level 4	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	2.350	0.514	n/a	n/a	n/a	0.04	n/a	0.554	33.00	2.904	
UCP Level 3	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	2.350	0.477	n/a	n/a	n/a	0.04	n/a	0.517	33.00	2.867	
UCP Level 2	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	2.350	0.440	n/a	n/a	n/a	0.04	n/a	0.480	33.00	2.830	
UCP Level 1	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	2.350	0.403	n/a	n/a	n/a	0.04	n/a	0.443	33.00	2.793	
Pre-Apprentice	0.54	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	0.870	0.330	n/a	n/a	n/a	n/a	n/a	0.330	33.00	1.200	

All Employer contributions and employee deductions shall be calculated on the basis of "hours worked".

1. Employer Contribution to the JAPlan has been suspended until further notice.

SCHEDULE "C2.2"

EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS
COMMERCIAL/INSTITUTIONAL – NEW CONSTRUCTION (NORTHERN BC)

Schedule "C2.2" shall apply to all commercial and institutional new construction projects located in Northern BC.

New Construction Projects – Northern BC

Effective May 1, 2020

	Employer Contributions										Employee Deductions								
	Benefit Plan	Pension Plan	JTS	CAF	MPDA	CIRP	JAPlan ¹	BCBCBTU	D&A Policy	Hourly Paid	Dues 2.2%	PIAF 5%	BCYT	DC 38 Org Fund	CIRP	App Trade School	Total Hourly Deducted	Basic Monthly Dues	Total Hourly Remitted
"A" Foreman	2.02	2.50	1.035	0.13	0.10	0.04	n/a	0.05	0.01	5.885	0.744	1.690	0.05	0.04	0.04	n/a	2.564	33.00	8.449
"B" Foreman	2.02	2.50	1.035	0.13	0.10	0.04	n/a	0.05	0.01	5.885	0.744	1.690	0.05	0.04	0.04	n/a	2.564	33.00	8.449
CJP	2.02	2.50	1.035	0.13	0.10	0.04	n/a	0.05	0.01	5.885	0.744	1.690	0.05	0.04	0.04	n/a	2.564	33.00	8.449
6th Term App	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	3.385	0.595	1.352	0.05	0.04	0.04	1.00	3.077	33.00	6.462
5th Term App	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	3.385	0.558	1.268	0.05	0.04	0.04	1.00	2.956	33.00	6.341
4th Term App	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	3.385	0.521	1.183	0.05	0.04	0.04	1.00	2.834	33.00	6.219
3rd Term App	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	3.385	0.483	1.099	0.05	0.04	0.04	1.00	2.712	33.00	6.097
2nd Term App	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	3.385	0.446	1.014	0.05	0.04	0.04	1.00	2.590	33.00	5.975
1st Term App	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	3.385	0.409	0.930	0.05	0.04	0.04	1.00	2.469	33.00	5.854
UCP Level 6	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	2.350	0.595	n/a	n/a	n/a	0.04	n/a	0.635	33.00	2.985
UCP Level 5	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	2.350	0.558	n/a	n/a	n/a	0.04	n/a	0.598	33.00	2.948
UCP Level 4	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	2.350	0.521	n/a	n/a	n/a	0.04	n/a	0.561	33.00	2.911
UCP Level 3	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	2.350	0.483	n/a	n/a	n/a	0.04	n/a	0.523	33.00	2.873
UCP Level 2	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	2.350	0.446	n/a	n/a	n/a	0.04	n/a	0.486	33.00	2.836
UCP Level 1	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	2.350	0.409	n/a	n/a	n/a	0.04	n/a	0.449	33.00	2.799
Pre-Apprentice	0.54	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	0.870	0.335	n/a	n/a	n/a	0.04	n/a	0.375	33.00	1.245

All Employer contributions and employee deductions shall be calculated on the basis of "hours worked".

1. Employer Contribution to the JAPlan has been suspended until further notice.

SCHEDULE "D1.1"

EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS
COMMERCIAL/INSTITUTIONAL – REPAINT CONSTRUCTION (EXCLUDING NORTHERN BC)

Schedule "D1.1" shall apply to all commercial and institutional repaint construction projects, except those located in Northern BC.

Repaint Construction Projects – Excluding Northern BC

Effective June 17, 2019

	Employer Contributions										Employee Deductions									
	Benefit Plan	Pension Plan	JTS	CAF	MPDA	CIRP	JAPlan ¹	BCBCBTU	D&A Policy	Hourly Paid	Dues 2.2%	PIAF 5%	BCYT	DC 38 Org Fund	CIRP	App Trade School	Total Hourly Deducted	Basic Monthly Dues	Total Hourly Remitted	
"A" Foreman	2.02	2.50	1.035	0.13	0.10	0.04	n/a	0.05	0.01	5.885	0.677	1.538	0.05	0.04	0.04	n/a	2.345	33.00	8.230	
"B" Foreman	2.02	2.50	1.035	0.13	0.10	0.04	n/a	0.05	0.01	5.885	0.677	1.538	0.05	0.04	0.04	n/a	2.345	33.00	8.230	
CJP	2.02	2.50	1.035	0.13	0.10	0.04	n/a	0.05	0.01	5.885	0.677	1.538	0.05	0.04	0.04	n/a	2.345	33.00	8.230	
6th Term App	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	3.385	0.541	1.230	0.05	0.04	0.04	1.00	2.901	33.00	6.286	
5th Term App	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	3.385	0.507	1.153	0.05	0.04	0.04	1.00	2.790	33.00	6.175	
4th Term App	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	3.385	0.474	1.077	0.05	0.04	0.04	1.00	2.681	33.00	6.066	
3rd Term App	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	3.385	0.440	1.000	0.05	0.04	0.04	1.00	2.570	33.00	5.955	
2nd Term App	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	3.385	0.406	0.923	0.05	0.04	0.04	1.00	2.459	33.00	5.844	
1st Term App	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	3.385	0.372	0.846	0.05	0.04	0.04	1.00	2.348	33.00	5.733	
UCP Level 6	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	2.350	0.541	n/a	n/a	n/a	0.04	n/a	0.581	33.00	2.931	
UCP Level 5	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	2.350	0.507	n/a	n/a	n/a	0.04	n/a	0.547	33.00	2.897	
UCP Level 4	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	2.350	0.474	n/a	n/a	n/a	0.04	n/a	0.514	33.00	2.864	
UCP Level 3	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	2.350	0.440	n/a	n/a	n/a	0.04	n/a	0.480	33.00	2.830	
UCP Level 2	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	2.350	0.406	n/a	n/a	n/a	0.04	n/a	0.446	33.00	2.796	
UCP Level 1	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	2.350	0.372	n/a	n/a	n/a	0.04	n/a	0.412	33.00	2.762	
Pre-Apprentice	0.54	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	0.870	0.305	n/a	n/a	n/a	n/a	n/a	0.305	33.00	1.175	

All Employer contributions and employee deductions shall be calculated on the basis of "hours worked".

1. Employer Contribution to the JAPlan has been suspended until further notice.

SCHEDULE "D1.2"

EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS
COMMERCIAL/INSTITUTIONAL – REPAINT CONSTRUCTION (EXCLUDING NORTHERN BC)

Schedule "D1.2" shall apply to all commercial and institutional repaint construction projects, except those located in Northern BC.

Repaint Construction Projects – Excluding Northern BC

Effective May 1, 2020

	Employer Contributions										Employee Deductions									
	Benefit Plan	Pension Plan	JTS	CAF	MPDA	CIRP	JAPlan ¹	BCBCBTU	D&A Policy	Hourly Paid	Dues 2.2%	PIAF 5%	BCYT	DC 38 Org Fund	CIRP	App Trade School	Total Hourly Deducted	Basic Monthly Dues	Total Hourly Remitted	
"A" Foreman	2.02	2.50	1.035	0.13	0.10	0.04	n/a	0.05	0.01	5.885	0.686	1.560	0.05	0.04	0.04	n/a	2.376	33.00	8.261	
"B" Foreman	2.02	2.50	1.035	0.13	0.10	0.04	n/a	0.05	0.01	5.885	0.686	1.560	0.05	0.04	0.04	n/a	2.376	33.00	8.261	
CJP	2.02	2.50	1.035	0.13	0.10	0.04	n/a	0.05	0.01	5.885	0.686	1.560	0.05	0.04	0.04	n/a	2.376	33.00	8.261	
6th Term App	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	3.385	0.549	1.248	0.05	0.04	0.04	1.00	2.927	33.00	6.312	
5th Term App	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	3.385	0.515	1.170	0.05	0.04	0.04	1.00	2.815	33.00	6.200	
4th Term App	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	3.385	0.480	1.092	0.05	0.04	0.04	1.00	2.702	33.00	6.087	
3rd Term App	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	3.385	0.446	1.014	0.05	0.04	0.04	1.00	2.590	33.00	5.975	
2nd Term App	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	3.385	0.412	0.936	0.05	0.04	0.04	1.00	2.478	33.00	5.863	
1st Term App	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	3.385	0.378	0.858	0.05	0.04	0.04	1.00	2.366	33.00	5.751	
UCP Level 6	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	2.350	0.549	n/a	n/a	n/a	0.04	n/a	0.589	33.00	2.939	
UCP Level 5	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	2.350	0.515	n/a	n/a	n/a	0.04	n/a	0.555	33.00	2.905	
UCP Level 4	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	2.350	0.480	n/a	n/a	n/a	0.04	n/a	0.520	33.00	2.870	
UCP Level 3	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	2.350	0.446	n/a	n/a	n/a	0.04	n/a	0.486	33.00	2.836	
UCP Level 2	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	2.350	0.412	n/a	n/a	n/a	0.04	n/a	0.452	33.00	2.802	
UCP Level 1	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	2.350	0.378	n/a	n/a	n/a	0.04	n/a	0.418	33.00	2.768	
Pre-Apprentice	0.54	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	0.870	0.321	n/a	n/a	n/a	0.04	n/a	0.361	33.00	1.231	

All Employer contributions and employee deductions shall be calculated on the basis of "hours worked".

1. Employer Contribution to the JAPlan has been suspended until further notice.

SCHEDULE "D2.1"

EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS
COMMERCIAL/INSTITUTIONAL – REPAINT CONSTRUCTION (NORTHERN BC)

Schedule "D2.1" shall apply to all commercial and institutional repaint construction projects located in Northern BC.

Repaint Construction Projects – Northern BC

Effective June 17, 2019

	Employer Contributions										Employee Deductions							Total Hourly Remitted	
	Benefit Plan	Pension Plan	JTS	CAF	MPDA	CIRP	JAPlan ¹	BCBCBTU	D&A Policy	Hourly Paid	Dues 2.2%	PIAF 5%	BCYT	DC 38 Org Fund	CIRP	App Trade School	Total Hourly Deducted		Basic Monthly Dues
"A" Foreman	2.02	2.50	1.035	0.13	0.10	0.04	n/a	0.05	0.01	5.885	0.690	1.568	0.05	0.04	0.04	n/a	2.388	33.00	8.273
"B" Foreman	2.02	2.50	1.035	0.13	0.10	0.04	n/a	0.05	0.01	5.885	0.690	1.568	0.05	0.04	0.04	n/a	2.388	33.00	8.273
CJP	2.02	2.50	1.035	0.13	0.10	0.04	n/a	0.05	0.01	5.885	0.690	1.568	0.05	0.04	0.04	n/a	2.388	33.00	8.273
6th Term App	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	3.385	0.552	1.254	0.05	0.04	0.04	1.00	2.936	33.00	6.321
5th Term App	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	3.385	0.517	1.176	0.05	0.04	0.04	1.00	2.823	33.00	6.208
4th Term App	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	3.385	0.483	1.098	0.05	0.04	0.04	1.00	2.711	33.00	6.096
3rd Term App	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	3.385	0.448	1.019	0.05	0.04	0.04	1.00	2.597	33.00	5.982
2nd Term App	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	3.385	0.414	0.941	0.05	0.04	0.04	1.00	2.485	33.00	5.870
1st Term App	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	3.385	0.379	0.862	0.05	0.04	0.04	1.00	2.371	33.00	5.756
UCP Level 6	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	2.350	0.552	n/a	n/a	n/a	0.04	n/a	0.592	33.00	2.942
UCP Level 5	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	2.350	0.517	n/a	n/a	n/a	0.04	n/a	0.557	33.00	2.907
UCP Level 4	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	2.350	0.483	n/a	n/a	n/a	0.04	n/a	0.523	33.00	2.873
UCP Level 3	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	2.350	0.448	n/a	n/a	n/a	0.04	n/a	0.488	33.00	2.838
UCP Level 2	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	2.350	0.414	n/a	n/a	n/a	0.04	n/a	0.454	33.00	2.804
UCP Level 1	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	2.350	0.379	n/a	n/a	n/a	0.04	n/a	0.419	33.00	2.769
Pre-Apprentice	0.54	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	0.870	0.310	n/a	n/a	n/a	n/a	n/a	0.310	33.00	1.180

All Employer contributions and employee deductions shall be calculated on the basis of "hours worked".

1. Employer Contribution to the JAPlan has been suspended until further notice.

SCHEDULE "D2.2"

EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS
COMMERCIAL/INSTITUTIONAL – REPAINT CONSTRUCTION (NORTHERN BC)

Schedule "D2.2" shall apply to all commercial and institutional repaint construction projects located in Northern BC.

Repaint Construction Projects – Northern BC

Effective May 1, 2020

	Employer Contributions										Employee Deductions									
	Benefit Plan	Pension Plan	JTS	CAF	MPDA	CIRP	JAPlan ¹	BCBCBTU	D&A Policy	Hourly Paid	Dues 2.2%	PIAF 5%	BCYT	DC 38 Org Fund	CIRP	App Trade School	Total Hourly Deducted	Basic Monthly Dues	Total Hourly Remitted	
"A" Foreman	2.02	2.50	1.035	0.13	0.10	0.04	n/a	0.05	0.01	5.885	0.700	1.590	0.05	0.04	0.04	n/a	2.420	33.00	8.305	
"B" Foreman	2.02	2.50	1.035	0.13	0.10	0.04	n/a	0.05	0.01	5.885	0.700	1.590	0.05	0.04	0.04	n/a	2.420	33.00	8.305	
CJP	2.02	2.50	1.035	0.13	0.10	0.04	n/a	0.05	0.01	5.885	0.700	1.590	0.05	0.04	0.04	n/a	2.420	33.00	8.305	
6th Term App	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	3.385	0.560	1.272	0.05	0.04	0.04	1.00	2.962	33.00	6.347	
5th Term App	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	3.385	0.525	1.193	0.05	0.04	0.04	1.00	2.848	33.00	6.233	
4th Term App	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	3.385	0.490	1.113	0.05	0.04	0.04	1.00	2.733	33.00	6.118	
3rd Term App	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	3.385	0.455	1.034	0.05	0.04	0.04	1.00	2.619	33.00	6.004	
2nd Term App	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	3.385	0.420	0.954	0.05	0.04	0.04	1.00	2.504	33.00	5.889	
1st Term App	2.02	n/a	1.035	0.13	0.10	0.04	n/a	0.05	0.01	3.385	0.385	0.875	0.05	0.04	0.04	1.00	2.390	33.00	5.775	
UCP Level 6	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	2.350	0.560	n/a	n/a	n/a	0.04	n/a	0.600	33.00	2.950	
UCP Level 5	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	2.350	0.525	n/a	n/a	n/a	0.04	n/a	0.565	33.00	2.915	
UCP Level 4	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	2.350	0.490	n/a	n/a	n/a	0.04	n/a	0.530	33.00	2.880	
UCP Level 3	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	2.350	0.455	n/a	n/a	n/a	0.04	n/a	0.495	33.00	2.845	
UCP Level 2	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	2.350	0.420	n/a	n/a	n/a	0.04	n/a	0.460	33.00	2.810	
UCP Level 1	2.02	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	2.350	0.385	n/a	n/a	n/a	0.04	n/a	0.425	33.00	2.775	
Pre-Apprentice	0.54	n/a	n/a	0.13	0.10	0.04	n/a	0.05	0.01	0.870	0.321	n/a	n/a	n/a	0.04	n/a	0.361	33.00	1.231	

All Employer contributions and employee deductions shall be calculated on the basis of "hours worked".

1. Employer Contribution to the JAPlan has been suspended until further notice.

 APPENDIX "A"
 DEFINITIONS AND ABBREVIATIONS

The following definitions and abbreviations shall be applicable to the interpretation of this Agreement.

1. **BCBCBTU**
Bargaining Council of British Columbia Building Trade Unions
2. **BCBT**
BC Building Trades (the British Columbia and Yukon Territory Building and Construction Trades Council)
3. **CLR**
Construction Labour Relations Association of BC
4. **CSA**
Canadian Standards Association
5. **DC38**
International Union of Painters and Allied Trades (IUPAT) District Council 38
6. **Employee**
Any individual who is a member of the Union, and/or such other person, employed by the Employer under the terms of this Agreement.
7. **Employer**
 - (a) Any individual, business, partnership, company, corporation, or other similar entity, signatory to this Agreement.
 - (b) Where the term Employer is used within this Agreement, and the context of such usage makes it appropriate and logical to regard this term as a reference to a person, as opposed to a legal entity, then such usage shall be considered to refer to an authorized representative of the Employer.
8. **Hours Earned and Hours Worked**

(a) 1 straight time hour	= 1 hour earned	= 1 hour worked
(b) 1 time and one-half overtime hour	= 1½ hours earned	= 1 hour worked
(c) 1 double time overtime hour	= 2 hours earned	= 1 hour worked
9. **Industrial Construction**
 - (a) The definition of industrial construction as provided for within the Painters Standard Industrial Agreement shall also apply to the Painters Standard Commercial/Institutional Agreement.
 - (b) On industrial construction projects, any employee required to work underground shall receive a premium of ten percent (10%) over and above the otherwise applicable minimum hourly wage rate. The foregoing shall not apply to work performed within open ditches or

APPENDIX "A"
DEFINITIONS AND ABBREVIATIONS

cont'd

The following definitions and abbreviations shall be applicable to the interpretation of this Agreement.

basements of buildings.

10. LRB

British Columbia Labour Relations Board

11. Local

An affiliated Local of the Union.

12. Local Resident Employee

An employee who resides within one hundred (100) road kilometres of the project or, where ferry travel is involved, within seventy-five (75) minutes travel time, including ferry travel and road kilometres.

13. Lower Mainland/Fraser Valley

Inclusive of West Vancouver to the west, Chilliwack to the east, and all cities, towns, municipalities, villages, communities, etc. in between.

14. MPDA

Master Painters and Decorators Association

15. Monetary Package Breakdown Schedules

The various schedules included within this Agreement which list the applicable minimum straight time hourly wage rates and breakdown of monetary package, and/or Employer contributions and employee deductions.

16. New Construction

New Construction shall be defined as work on any project on which the monetary value of the painting contract does not exceed fifty percent (50%) of the total monetary value of the project. On such projects, the monetary package schedules for New Construction Projects shall apply.

17. Repaint Construction

Repaint Construction shall be defined as work on any project on which the monetary value of the painting contract exceeds fifty percent (50%) of the total monetary value of the project. On such projects, the monetary package schedules for Repaint Construction Projects shall apply.

18. Union

(a) IUPAT District Council 38, acting on behalf of its affiliated Locals.

(b) Where the term Union is used within this Agreement, and the context of such usage makes it appropriate and logical to regard this term as a reference to a person, as opposed to a legal entity, then such usage shall be considered to refer to an authorized representative of the Union.

APPENDIX "B"
SCHEDULE OF STATUTORY HOLIDAYS

The following schedule of statutory holidays shall be applicable to the interpretation of this Agreement.

1. 2019

<u>General Holiday</u>	<u>Actual Date</u>	<u>Observed Date</u>
New Year's Day	Tuesday, Jan. 1 st	Tuesday, Jan. 1 st
Family Day	Monday, Feb. 18 th	Monday, Feb. 18 th
Good Friday	Friday, Apr. 19 th	Friday, Apr. 19 th
Easter Monday	Monday, Apr. 22 nd	Monday, Apr. 22 nd
Victoria Day	Monday, May 20 th	Monday, May 20 th
Canada Day	Monday, July 1 st	Monday, July 1 st
Friday prior to BC Day	Friday, Aug 2 nd	Friday, Aug 2 nd
BC Day	Monday, Aug. 5 th	Monday, Aug. 5 th
* Friday prior to Labour Day	Friday, Aug. 30 th	Friday, Aug. 30 th
Labour Day	Monday, Sept. 2 nd	Monday, Sept. 2 nd
Thanksgiving Day	Monday, Oct. 14 th	Monday, Oct. 14 th
Remembrance Day	Monday, Nov. 11 th	Monday, Nov. 11 th
Christmas Day	Wednesday, Dec. 25 th	Wednesday, Dec. 25 th
Boxing Day	Thursday, Dec. 26 th	Thursday, Dec. 26 th

2. 2020

<u>General Holiday</u>	<u>Actual Date</u>	<u>Observed Date</u>
New Year's Day	Wednesday, Jan. 1 st	Wednesday, Jan. 1 st
Family Day	Monday, Feb. 17 th	Monday, Feb. 17 th
Good Friday	Friday, Apr. 10 th	Friday, Apr. 10 th
Easter Monday	Monday, Apr. 13 th	Monday, Apr. 13 th
Victoria Day	Monday, May 18 th	Monday, May 18 th
Canada Day	Wednesday, July 1 st	Wednesday, July 1 st
* Friday prior to BC Day	Friday, July 31 st	Friday, July 31 st
BC Day	Monday, Aug. 3 rd	Monday, Aug. 3 rd
Friday prior to Labour Day	Friday, Sept. 4 th	Friday, Sept. 4 th
Labour Day	Monday, Sept. 7 th	Monday, Sept. 7 th
Thanksgiving Day	Monday, Oct. 12 th	Monday, Oct. 12 th
Remembrance Day	Wednesday, Nov. 11 th	Wednesday, Nov. 11 th
Christmas Day	Friday, Dec. 25 th	Friday, Dec. 25 th
Boxing Day	Saturday, Dec. 26 th	Monday, Dec. 28 th

- * The Friday before Labour Day may be floated on a commercial and/or institutional project and the day therefore worked at straight time rates, with an alternate day scheduled to be taken off as mutually agreed between the Employer and the employee. Refer to Article 4.503 (b).

APPENDIX "B"
SCHEDULE OF STATUTORY HOLIDAYS

cont'd

The following schedule of statutory holidays shall be applicable to the interpretation of this Agreement.

3. 2021

<u>General Holiday</u>	<u>Actual Date</u>	<u>Observed Date</u>
New Year's Day	Friday, Jan. 1 st	Friday, Jan. 1 st
Family Day	Monday, Feb. 15 th	Monday, Feb. 15 th
Good Friday	Friday, Apr. 2 nd	Friday, Apr. 2 nd
Easter Monday	Monday, Apr. 5 th	Monday, Apr. 5 th
Victoria Day	Monday, May 24 th	Monday, May 24 th
Canada Day	Thursday, July 1 st	Thursday, July 1 st
Friday prior to BC Day	Friday, July 30 th	Friday, July 30 th
BC Day	Monday, Aug. 2 nd	Monday, Aug. 2 nd
* Friday prior to Labour Day	Friday, Sept. 3 rd	Friday, Sept. 3 rd
Labour Day	Monday, Sept. 6 th	Monday, Sept. 6 th
Thanksgiving Day	Monday, Oct. 11 th	Monday, Oct. 11 th
Remembrance Day	Thursday, Nov. 11 th	Thursday, Nov. 11 th
Christmas Day	Saturday, Dec. 25 th	Monday, Dec. 27 th
Boxing Day	Sunday, Dec. 26 th	Tuesday, Dec. 28 th

4. 2022

<u>General Holiday</u>	<u>Actual Date</u>	<u>Observed Date</u>
New Year's Day	Saturday, Jan. 1 st	Monday, Jan. 3 rd
Family Day	Monday, Feb. 21 st	Monday, Feb. 21 st
Good Friday	Friday, Apr. 15 th	Friday, Apr. 15 th
Easter Monday	Monday, Apr. 18 th	Monday, Apr. 18 th
Victoria Day	Monday, May 23 rd	Monday, May 23 rd
Canada Day	Friday, July 1 st	Friday, July 1 st
* Friday prior to BC Day	Friday, July 29 th	Friday, July 29 th
BC Day	Monday, Aug. 1 st	Monday, Aug. 1 st
Friday prior to Labour Day	Friday, Sept. 2 nd	Friday, Sept. 2 nd
Labour Day	Monday, Sept. 5 th	Monday, Sept. 5 th
Thanksgiving Day	Monday, Oct. 10 th	Monday, Oct. 10 th
Remembrance Day	Friday, Nov. 11 th	Friday, Nov. 11 th
Christmas Day	Sunday, Dec. 25 th	Monday, Dec. 26 th
Boxing Day	Monday, Dec. 26 th	Tuesday, Dec. 27 th

- * The Friday before Labour Day may be floated on a commercial and/or institutional project and the day therefore worked at straight time rates, with an alternate day scheduled to be taken off as mutually agreed between the Employer and the employee. Refer to Article 4.503 (b).

APPENDIX "B"
 SCHEDULE OF STATUTORY HOLIDAYS

cont'd

The following schedule of statutory holidays shall be applicable to the interpretation of this Agreement.

5. 2023

<u>General Holiday</u>	<u>Actual Date</u>	<u>Observed Date</u>
New Year's Day	Sunday, Jan. 1 st	Monday, Jan. 2 nd
Family Day	Monday, Feb. 20 th	Monday, Feb. 20 th
Good Friday	Friday, Apr. 7 th	Friday, Apr. 7 th
Easter Monday	Monday, Apr. 10 th	Monday, Apr. 10 th
Victoria Day	Monday, May 22 nd	Monday, May 22 nd
Canada Day	Saturday, July 1 st	Monday, July 3 rd
* Friday prior to BC Day	Friday, Aug. 4 th	Friday, Aug. 4 th
BC Day	Monday, Aug. 7 th	Monday, Aug. 7 th
Friday prior to Labour Day	Friday, Sept. 1 st	Friday, Sept. 1 st
Labour Day	Monday, Sept. 4 th	Monday, Sept. 4 th
Thanksgiving Day	Monday, Oct. 9 th	Monday, Oct. 9 th
Remembrance Day	Saturday, Nov. 11 th	Monday, Nov. 13 th
Christmas Day	Monday, Dec. 25 th	Monday, Dec. 25 th
Boxing Day	Tuesday, Dec. 26 th	Tuesday, Dec. 26 th

- * The Friday before Labour Day may be floated on a commercial and/or institutional project and the day therefore worked at straight time rates, with an alternate day scheduled to be taken off as mutually agreed between the Employer and the employee. Refer to Article 4.503 (b).

APPENDIX "C"
SCHEDULE OF TRAVEL ALLOWANCE AMOUNTS

A. Application

The following schedule of travel allowance amounts shall govern the daily travel allowance amounts payable in accordance with Article 7.102(b), and the project transfer travel allowance amounts payable in accordance with Article 8.200. Refer also to item B. below.

Effective

January 1, 2020	First 5,000 road kilometres actually driven =	\$0.59 per road kilometre
	All additional road kilometres actually driven =	\$0.53 per road kilometre

B. Annual Adjustments

The foregoing schedule of travel allowance amounts shall be subject to annual adjustments throughout the duration of this Agreement. The "per road kilometre" amounts which shall be payable pursuant to Article 7.102(b), and Article 8.200 shall be the maximum allowable tax-free rate for mileage expense reimbursement as published annually by the Canada Revenue Agency.

APPENDIX "D"
LETTER OF INTERPRETATION RE: MEAL BREAKS

The following terms and conditions shall supersede any/all contrary application and/or interpretation of the Painters Standard Commercial/Institutional Agreement. In particular, the Parties agree that the provisions of this Letter of Interpretation are applicable only on shifts in excess of ten (10) hours.

Where mutual agreement is referenced within this Letter of Interpretation, the voluntary consent of the majority of Employees on a crew shall be required in order for such agreement to have been achieved.

A. Shifts in Excess of Ten (10) Hours

The Parties agree that shifts in excess of ten (10) hours occur as a result of either a "Scheduled Shift" or an "Unscheduled Overtime Shift". Each of these Shifts is defined below by way of an example. Such definitions shall apply only for the purposes of this Letter of Interpretation.

1. Scheduled Shifts

When an Employee commences work on a shift in excess of ten (10) hours and such Employee only works the originally scheduled hours, such a shift would be defined as a Scheduled Shift. For example, the shift is scheduled to be eleven (11) hours and the Employee only works eleven (11) hours.

2. Unscheduled Overtime Shifts

- a. When an Employee commences work on a shift in excess of ten (10) hours but such Employee ultimately works more than the originally scheduled hours, such a shift would be defined as an Unscheduled Overtime Shift. For example, the shift is scheduled to be eleven (11) hours but the Employee ultimately works twelve (12) hours.
- b. When an Employee commences work on a shift of ten (10) hours or less but such Employee ultimately works in excess of ten (10) hours, such a shift would also be defined as an Unscheduled Overtime Shift. For example, the shift is scheduled to be eight (8) hours but the Employee ultimately works eleven (11) hours.

B. Objective

The objective of this Letter of Interpretation is to address the practical differences between providing for second (and subsequent) meal breaks on Scheduled Shifts in excess of ten (10) hours, and providing for second (and subsequent) meal breaks on Unscheduled Overtime Shifts in excess of ten (10) hours.

C. Paid Meal Breaks and Hot Meals

Notwithstanding any/all contrary interpretation of this Letter of Interpretation, the second, third and any/all subsequent meal breaks shall be paid for by the Employer at the otherwise applicable straight time hourly wage rate. Second, third and subsequent meals shall be a hot meal wherever possible and shall be supplied by the Employer. Notwithstanding the foregoing, in the event that a hot meal is not supplied, the Employer shall pay a seventeen dollar (\$17.00), or the amount specified by CRA as reasonable for an overtime meal allowance, meal allowance to each affected Employee in lieu thereof.

APPENDIX "D"

cont'd

LETTER OF INTERPRETATION RE: MEAL BREAKS

D. Meal Breaks on Scheduled Shifts**1. Scheduled Shifts In Excess of Ten (10) Hours**

Two (2) meal breaks of one-half ($\frac{1}{2}$) hour each shall be provided on all Scheduled Shifts in excess of ten (10) hours, up to and including twelve (12) hours.

- a. The first one-half ($\frac{1}{2}$) hour meal break shall be scheduled as near as is practical to the one-third (a) point of the shift and shall not be considered as time worked/earned.
- b. The second one-half ($\frac{1}{2}$) hour meal break shall be scheduled as near as is practical to the two-thirds (b) point of the shift and shall not be considered as time worked/earned.

c. Example – Scheduled Shift of Twelve (12) Hours

4.0 hours	8:00 am to 12:00 noon	work (straight time or overtime as the day/shift warrants)
0.5 hours	12:00 noon to 12:30 pm	first meal break (not paid)
4.0 hours	12:30 pm to 4:30 pm	work (straight time or overtime as the day/shift warrants)
0.5 hours	4:30 pm to 5:00 pm	second meal break (payable at straight time)
4.0 hours	5:00 pm to 9:00 pm	work (straight time or overtime as the day/shift warrants)

2. Scheduled Shifts in Excess of Twelve (12) Hours

Three (3) meal breaks of one-half ($\frac{1}{2}$) hour each shall be provided on all Scheduled Shifts in excess of twelve (12) hours, up to and including sixteen (16) hours.

- a. The first one-half ($\frac{1}{2}$) hour meal break shall be scheduled as near as is practical to the one-quarter ($\frac{1}{4}$) point of the shift and shall not be considered as time worked/earned.
- b. The second one-half ($\frac{1}{2}$) hour meal break shall be scheduled as near as is practical to the one-half ($\frac{1}{2}$) point of the shift and shall not be considered as time worked/earned.
- c. The third one-half ($\frac{1}{2}$) hour meal break shall be scheduled as near as is practical to the three-quarters ($\frac{3}{4}$) point of the shift and shall not be considered as time worked/earned.

d. Example – Scheduled Shift of Fourteen (14) Hours

3.5 hours	8:00 am to 11:30 am	work (straight time or overtime as the day/shift warrants)
0.5 hours	11:30 am to 12:00 noon	first meal break (not paid)
3.5 hours	12:00 noon to 3:30 pm	work (straight time or overtime as the day/shift warrants)
0.5 hours	3:30 pm to 4:00 pm	second meal break (payable at straight time)
3.5 hours	4:00 pm to 7:30 pm	work (straight time or overtime as the day/shift warrants)
0.5 hours	7:30 pm to 8:00 pm	third meal break (payable at straight time)
3.5 hours	8:00 pm to 11:30 pm	work (overtime as the day/shift warrants)

E. Meal Breaks on Unscheduled Overtime Shifts

The Parties acknowledge that it is the "unscheduled" nature of an Unscheduled Overtime Shift that complicates the process of definitively scheduling meal breaks on such shifts.

Option #1 – Early Decision to Work Unscheduled Overtime

If a decision to work extended hours on a shift occurs early enough after the commencement of such shift to allow for the application of either item D1 or D2, such application shall prevail. For example, Employees report to the project and commence work on an eight (8) hour shift, however, prior to eight (8) hours of work being completed it is determined that unscheduled overtime will be required. This unscheduled overtime will extend the shift to a total of twelve (12) hours. In such a situation, the example schedule provided for in item D1 would apply. The same would be true even if the original shift was a nine (9) hour or ten (10) hour shift.

Option #2 – Late Decision to Work Unscheduled Overtime

If a decision to work extended hours on a shift does not occur early enough after the commencement of such shift to allow for the application of either item D1 or D2, either the default provision or flexible provision (see below for details) shall apply. For example, Employees report to the project and commence work on a ten (10) hour shift. However, it is not determined that unscheduled overtime will be required until nine and one-half (9½) hours of the shift has already been worked. As a result, it is impossible to take the second meal break after eight (8) hours.

a. Default Provision

The Option #2 default provision is for the second meal break to take place as quickly as practical after the determination that unscheduled overtime will be required. For example, Employees report to the project and commence work on a ten (10) hour shift. However, after nine and one-half (9½) hours of work has been completed it is determined that two (2) hours of unscheduled overtime will be required. In such a situation, the second meal break would take place immediately, providing this can be accomplished without any significant negative impact on the efficiency of the work being performed.

b. Flexible Provision

The Option #2 flexible provision requires the Employer (or the on-site representative of the Employer) to first achieve the mutual agreement of the majority of the affected Employees. If this is not possible, then the default provision shall prevail. The intent of the flexible provision is to provide both the Employer and Employees with the ability to adjust the scheduling of second and subsequent meal breaks to the realities of the project and work being performed. The typical application of the flexible provision would be to delay the second meal break until the conclusion of work on the shift.

For example, Employees report to the project and commence work on a ten (10) hour shift. However, after ten (10) hours of work has been completed it is determined that one-half (½) hour of unscheduled overtime will be required. In such a situation, the Employer would consult with all of the affected Employees in order to determine if a majority of the crew wishes to delay the second meal break until after the one-half (½) hour of unscheduled overtime has been completed. If mutual agreement is achieved, the following schedule would prevail. If mutual agreement is not achieved, the default provision would prevail.

5.0 hours	7:00 am to 12:00 noon	work (straight time or overtime as the day/shift warrants)
0.5 hours	12:00 noon to 12:30 pm	first meal break (not paid)
5.0 hours	12:30 pm to 5:30 pm	work (straight time or overtime as the day/shift warrants)
0.5 hours	5:30 pm to 6:00 pm	work (overtime)
0.5 hours	6:00 pm to 6:30 pm	second meal break (payable at straight time)

The typical application of this schedule would allow for Employees to depart for home at 6:00 pm, and be paid the meal allowance in lieu of the hot meal.

APPENDIX "E"**PAINTERS JOINT LABOUR/MANAGEMENT COMMITTEE (PJLMC)**

- A.** The Parties shall establish a new Commercial/Institutional Painters Joint Labour/Management Committee (PJLMC). The primary objective of the PJLMC shall be to provide the Parties with an ongoing, structured forum wherein:
1. concerns related to safety, labour supply, qualifications, skills training, productivity, marketing/branding, promotion, market competitiveness, and/or any/all other matters of interest, can be discussed, debated and resolved, and
 2. initiatives can be developed, implemented, maintained and enhanced which increase market share in the commercial/institutional sector of the painting industry.
- B.** Unless otherwise mutually agreed by the Parties, in writing, the PJLMC shall operate in accordance with the following principles.
1. Minimum of one (1) meeting every three (3) calendar months. The location of such meetings shall alternate between the Finishing Trades Institute of BC and CLR's offices. The first such meeting shall take place no later than June 30, 2016.
 2. Minutes of all meetings shall be kept and maintained, although it is not the intention of the Parties for such meetings to be formal and/or governed by Robert's Rules of Order.
 3. CLR shall invite all signatory employers active in the commercial/institutional sector to each meeting. Reasonable notice shall be provided to foster participation. There shall be no restriction on the number of representatives from a single employer who may participate in a meeting. At least one (1) representative from CLR shall participate in each meeting and shall be responsible for all related secretarial/administrative responsibilities (i.e. distributing an agenda, keeping minutes, tracking progress, etc.).
 4. The Union shall invite all appropriate representatives to each meeting. Reasonable notice shall be provided to foster participation.
 5. The Parties may jointly agree to invite other individuals to a PJLMC meeting for the purpose of providing input which could be helpful in advancing the PJLMC's objectives.
 6. All decisions of the PJLMC shall be by mutual agreement of the Union and CLR. Such decisions shall be in writing, and shall not be official unless/until initialed by a designated representative of each Party.
 7. Any proposed changes to this Agreement which are recommended by the PJLMC shall not be implemented unless/until such changes are duly ratified by both Parties.
 8. All representatives of both Parties shall participate in the PJLMC on a good faith basis and shall work together pro-actively, and in a spirit of cooperation, with the goal of securing more work for the Union's members and CLR's signatory employers.

APPENDIX "F"**LETTER OF UNDERSTANDING RE: SATURDAY OVERTIME**

To assist the parties in the securing more of the current market share of work in the Construction Industry in the Province of B.C., a committee of equal representation from BCBCBTU and CLR shall be established within six (6) months from the date of these recommendations and shall meet on a quarterly basis thereafter to determine the effect the following amendment has had on the securing of new contracts by CLR. CLR (and its members) shall provide the committee with such information as required to make the determination.

For the term of the renewed collective agreement expiring on April 30, 2023 unless renewed by mutual agreement, effective the first of the month following the date of implementation of these recommendations, overtime for the first ten (10) hours on Saturdays shall be paid at the rate of time and one-half (1.5X) the applicable straight time hourly rate and double time thereafter.

Collective agreements that currently provide for more hours being paid at the rate of time and one-half (1.5X) the applicable straight time hourly rate or for hours paid at less than time and one-half (1.5X) on Saturdays, the existing provisions shall continue to be applied.

APPENDIX "G"
LIST OF SIGNATORY EMPLOYERS *

The Employer recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit, and the Union recognizes CLR as the exclusive bargaining agent for all CLR members who have authorized the Association to sign this Agreement on their behalf.

Effective date of signing, the following employers have authorized CLR to bargain a renewal Painters Standard Commercial/Institutional Agreement with IUPAT District Council 38 and to sign such Agreement on their behalf.

1. Alliance Painting & Laser Ablation Ltd.
2. Clayburn Services Ltd.
3. Combined Painting (1985) Ltd.
4. Done Right Painting & Sandblasting Ltd.
5. Harmony Industrial Painting (1983) Ltd.
6. Hecate Painting & Sandblasting (Harpar Holdings Ltd. dba)
7. J. Kerschbaumer Inc.
8. J.W. Freeman Painting Contractor Ltd.
9. Peter Combe Ltd.
10. Ross Rex Industrial Painters Ltd.
11. Spectrum Painting Ltd.
12. Sunset Speciality Coatings Inc.
13. Westcan Painting & Decorating Ltd.

* The Letter of Agreement Re: By and Between Language signed by the BCBCBTU and CLR on August 09, 2016 shall govern the addition of an authorized Employer(s) to the above List of Signatory Employers.

