

COLLECTIVE AGREEMENT

BY & BETWEEN

**International Union of Painters and Allied Trades, District
Council #38 (DC #38)**

On behalf of:
IUPAT Local 138

(Hereinafter referred to as the "Union")

– AND –

**Construction Labour Relations
Association of BC (CLR)**

On behalf of:
Aluma Systems British Columbia (B.C.) Ltd.

(Hereinafter referred to as the "Employer")

(collectively the "Parties")

MAY 1, 2020 to APRIL 30, 2024

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ARTICLE 1 OBJECT

- 1.01** The object of this Agreement is to stabilize the Industry; elevate the Trade; promote peace and harmony between Employer and employees; facilitate the peaceful adjustment of all grievances and disputes and stop all strikes and lockouts; prevent waste and avoidable and unnecessary delays and expenses; secure sufficient skilled workers for the Employer, so that costs of work may be as low as possible consistent with fair wages and conditions, as set forth in this Agreement.
- 1.02** **Scope of Work:** The maintenance and yard handling of all types of scaffolding, form work and related equipment in the Coquitlam and Sidney yards.

ARTICLE 2 EXPLANATION

- 2.01** Wherever the word Employer appears in this Agreement, it shall mean the Employer signatory to this Agreement; and wherever the word Union appears, it shall mean the Union signatory to this Agreement.

ARTICLE 3 UNION RECOGNITION

- 3.01** Only members of the Union in good standing shall be employed. In the event of the Union being unable to supply acceptable workers, the Employer shall have the right to employ any qualified person they wish. The Union shall be notified of non-union persons hired within forty-eight (48) hours of their commencing work. Those thus employed shall join the Union within ninety (90) working days from the date of commencing employment. Any employee hired by the Employer shall receive the rate of pay of that category into which they are hired.

All persons initiated into the Union shall maintain such membership as a condition of continuing employment.

- 3.02** The Union reserves the right to render assistance to any Labour organization. It shall not be considered a violation of this Agreement for members to respect legal picket lines. (See attached Letter of Understanding).

ARTICLE 4 MANAGEMENT CLAUSE

- 4.01** The Union acknowledges and agrees that the Employer shall continue to reserve all the rights, power and authority to manage its plant and business and to direct the working forces, without restricting the generality of the foregoing, the exercise of such rights by the Employer shall include but not be limited to:

- (a)** Maintain order, discipline and efficiency;
- (b)** Hire, direct, discharge, classify, transfer, lay off, recall and suspend or otherwise discipline employees except that a claim by an employee that they have been discharged, improperly classified, transferred, laid off or not recalled without just cause may be the subject of a grievance and dealt within accordance with the grievance procedure;
- (c)** Make, enforce and revise from time-to-time rules and regulations relating to discipline, safety and the general conduct of the employees, provided that such rules and regulations are not inconsistent with the terms of this Agreement. A formal reprimand shall be done in the presence of a Union representative.

- (d) Determine the number of personnel required from time-to-time, the standards of performance of employees, the schedules of work, including the schedules of overtime work to be performed, schedules of vacations, the services to be performed and methods, procedures, machinery and equipment in connection therewith, the control of materials and part to be incorporated in the products to be produced, and the extension, limitation, curtailment or cessation of operations.

4.02 The Employer agrees that these functions will not be exercised in a manner inconsistent with the terms of this Agreement.

ARTICLE 5 PROBATIONARY PERIOD

- 5.01 All employees hired by the Employer after August 7, 2020 shall be on probation for a period of one (1) year following their date of hire. During the probationary period they shall be assessed as to their suitability. All provisions of the Agreement except those relating to seniority shall apply to probationary employees and the seniority date for all new employees shall be the end of their probationary period. Where a probationary employee is absent during their probationary period for a total of ten (10) or more working days the probationary period shall be extended by an equivalent amount of time.
- 5.02 A probationary employee may be terminated at any time during their probationary period if the Employer deems them to be unsuitable; however, if they are terminated after three (3) months of service they are entitled to either one (1) week of working notice or one (1) week of pay in lieu of notice at the time of termination.
- 5.03 A probationary employee laid off during their probationary period shall retain their service towards completing probation for a period of layoff of up to three (3) months.

ARTICLE 6 WAGE RATES

6.01	Classification	Expiry	Aug 9, 2020	May 2, 2021	May 1, 2022	Apr 30, 2023
	Grandparented Foreperson	\$28.63	\$30.63	\$31.13	\$31.63	\$32.13
	Foreperson	\$27.33	\$28.33	\$28.83	\$29.33	\$29.83
	Yard 4 (after 24 months)	\$21.70	\$23.70	\$24.20	\$24.70	\$25.20
	Yard 3 (12 – 24 months)	\$19.70	\$21.70	\$22.20	\$22.70	\$23.20
	Yard 2 (6 – 12 months)	\$17.70	\$20.70	\$21.20	\$21.70	\$22.20
	Yard 1 (0 – 6 months)	\$15.70	\$18.70	\$19.20	\$19.70	\$20.20

The times outlined in the table above reflect the minimum time required to advance from one level of the Yard rate to another. In addition to serving the minimum time in order to advance from one rate to another, an employee must also complete the following courses prior to advancing between classifications:

Yard 2	Limitation of PPE
	Maintenance and Storage of PPE
Yard 3	Forklift Safety, Loading & Unloading
	Forklift, Walk Around Inspection
Yard 4	Managing Difficult Conversations
	Establishing a Positive Workforce

Foreperson	Becoming an Inspirational Leader
	Motivating Your Team

Notwithstanding the foregoing, the Union reserves the right to direct the Employer, in writing and within forty-eight (48) hours of ratification, to reduce the wage rates included within the above schedule by a lump sum amount. In the event the Union exercises such right, the hourly Employer contribution to the Pension Fund shall then be increased by the amount of the lump sum reduction, and Articles 6.01 and 15.01 of the revised Agreement shall be changed accordingly.

The following employee classifications shall apply effective August 7, 2020:

Employee	Classification	Date Eligible for Next Classification
Akbar Rajabzede	Yard 1	January 13, 2021
Dustin Semeniuk	Yard 1	November 5, 2020
Slade McColl	Yard 1	September 4, 2020
Bradley Allen	Yard 2	November 4, 2020
Cameron Lingappa	Yard 2	August 6, 2020
Craig Farrell	Yard 2	December 10, 2020
Frank Jensen	Yard 2	November 26, 2020
Maryam Ghafari	Yard 2	October 15, 2020
Brent Palmer	Yard 3	January 1, 2021
Francis Smith	Yard 3	January 1, 2021
Ricardo Diaz	Yard 3	January 1, 2021
Roger Cocco	Yard 3	July 22, 2021
Rowan Philpott	Yard 3	May 21, 2021
Wesley Taylorson	Yard 3	January 1, 2021
Asgar Khan	Yard 4	n/a
Phellan Creighton	Yard 4	n/a
Rachid Ankar	Yard 4	n/a
Leland Falk	Foreperson	n/a
Bill Williams	Grandparented Foreperson	n/a

6.02 Payment of Wages

- (a) The Employer shall pay weekly, by direct bank deposit, all wages due up to a date not more than five (5) working dates prior to the date of payment.
- (b) All employees shall be paid wages, Statutory Holiday pay, vacation pay, and all other earnings at the time of discharge or layoff or arrangements made whereby a cheque will be mailed to them not later than forty-eight (48) hours thereafter. Failing this, the employees will be paid full wages and all other earnings for each day they have been kept waiting, providing the Employer has not been prevented from delivering the cheque by circumstances beyond its control. The same such waiting time shall be paid on the issue of a NSF cheque.
- (c) All employees shall receive a pay statement showing the Employer's name, the employee's name, the number of hours worked at straight time and overtime, the amount of Statutory Holiday pay, vacation pay, Canada Pension Plan payment, Employment Insurance premiums, union dues and all other such payments, with year-to-date totals on all statutory deductions.

ARTICLE 7 REGULAR HOURS OF WORK

7.01 The standard hours shall be 7:00 a.m. to 3:30 p.m. The Employer may, at its discretion, implement a second shift (B shift) with start and finish times to be between 10:00 a.m. and 8:00 p.m. With this time frame, the start and finish times shall be decided by the Employer at the time of implementation. The start and finish times may be varied provided that one (1) week's notice is given. No employee currently working on the first shift will be required to change shifts or suffer time lost due to the commencing of the second shift.

The premium to be paid to employees on the second (B) shift as described above paragraph shall be one-half (½) hour at the regular rate of pay.

7.02 Employees shall receive a one-half (½) hour unpaid lunch break.

7.03 Upon mutual agreement between the Union and the Employer, the start/finish hours of the first shift may be varied to meet customer needs.

7.04 All employees covered by this Agreement shall have two (2) paid fifteen (15) minute rest periods each day. One in the first half of the shift and one in the second half of the shift.

ARTICLE 8 OVERTIME AND MEAL ALLOWANCE

8.01 Hours worked beyond regular hours (Article 7) shall be considered as overtime and be paid at the following rates:

- (a) The first two (2) hours per day Monday to Friday and up to eight (8) hours on Saturday shall be paid at one and one-half (1½) times the employee's straight time rates.
- (b) Any overtime worked: under paragraph (a) beyond ten (10) hours in a week, beyond two (2) hours per day Monday to Friday, or on Sundays or statutory holidays shall be paid at two (2) times the employee's straight time rate.
- (c) An employee who did not work forty (40) hours at straight time Monday to Friday shall work up to eight (8) hours on Saturday at straight time to reach to total of forty (40) hours before triggering the one and one half (1½) time provision. Statutory Holidays, Vacation Days and Employer scheduled days off shall be included in the calculation of forty (40) hours at straight time Monday through Friday unless the day off was scheduled for reasons outside the control of the Employer.

8.02 When employees are required to work more than two (2) hours outside of the eight (8) hour shift, the Employer will pay a meal allowance of seventeen dollars (\$17.00), or the maximum amount considered reasonable under CRA guidelines. This meal period is to be supplied immediately after ten (10) hours of work and thereafter at four (4) hour intervals. There shall be a fifteen (15) minute coffee break two (2) hours after each meal period or commencement of overtime work. Meal period time-frame shall be no more than one-half (1/2) hour paid at straight time hourly rate.

ARTICLE 9 INSURANCE CLAUSE

9.01 It is understood and agreed that the Parties to this Agreement shall at all times comply with the Occupational Health and Safety (OHS) Regulations made pursuant to the Workers Compensation Act and any refusal on the part of an employee to work or continue to work where contravention of such regulations jeopardizes their safety, shall not be deemed a breach of this Agreement.

ARTICLE 10 OUT-OF-TOWN

- 10.01** Each employee required to work away from home, will be reimbursed for all actual legitimate expenses including room and board, car, boat, railway fare, and telephone expenses but excluding all personal expenses. Receipts for all legitimate expenses incurred by the employees are to be submitted to the Employer.
- 10.02** In the event that an employee may be required to work away from home, their travel time hours will constitute part of their forty (40) hour week unless some other arrangement has been mutually agreed by the Employer and the employee.

ARTICLE 11 STATUTORY HOLIDAYS

- 11.01 (a)** The recognized Statutory Holidays that shall be observed are:
- | | |
|-----------------|------------------|
| New Year's Day | Family Day |
| Good Friday | Victoria Day |
| Canada Day | BC Day |
| Labour Day | Thanksgiving Day |
| Remembrance Day | Christmas Day |
| Boxing Day | |
- (b)** If a Statutory Holiday(s) should fall on a Saturday or a Sunday, the following or preceding work day(s) shall be observed.
- (c)** No work shall be performed on Labour Day except to preserve life or property.
- (d)** Statutory Holiday pay shall be calculated at the regular rate for pay for an eight (8) hour day.
- (e)** To qualify for Statutory Holiday pay, an employee must have been employed for thirty (30) calendar days and have worked both the working day preceding the holiday and the working day following the holiday unless such an absence was agreed for good reason.
- (f)** If an employee works on a Statutory Holiday, they shall receive, in addition to the regular days pay, double time for all hours worked.

11.02 Annual Vacation

- (a)** An employee with less than one (1) year of service shall receive four percent (4%) of their gross earnings. Such amounts shall be paid when the employee takes their annual vacation.
- (b)** An employee with one (1) or more years of services shall receive two (2) weeks paid vacation at the rate of four percent (4%) of their gross earnings. Such amount shall be paid when the employee actually takes their vacation. An employee who has completed five (5) years of service but less than ten (10) years employment, shall receive three (3) weeks paid vacation. Such amount (6% of gross earnings) shall be paid when the employee actually takes their vacation. Similarly, an employee who has completed ten (10) years of service shall receive four (4) weeks paid vacation (8% of gross earnings).
- (c)** The company agrees that if the current company policy regarding vacation time is increased for its salaried employees, then that increase will be given to the employees working under this Agreement.

- (d) Annual vacation must be taken in the current year.
- (e) It shall be a violation of this Agreement for an employee to forgo their paid vacation or to work for wages during their vacation period.
- (f) When the vacation is taken shall be determined by mutual agreement.
- (g) The employee will submit to the Employer, on or before the 1st day of April, their written stated preferred dates for vacation.
- (h) The Employer will then assign dates and post same in a prominent place not later than April 30.
- (i) There will be no switching of vacation dates between employees without the Employer's approval.
- (j) An employee may take their vacation at any time during the year subject to mutual agreement between the employee and the Employer. It is understood that vacations shall not normally be approved during the month of September.
- (k) The employee shall request their vacation pay two (2) weeks prior to starting their vacation.

ARTICLE 12 BUSINESS REPRESENTATIVES, SHOP STEWARD

12.01 The Union representative, after first obtaining the permission of the Employer, shall have access to the yards covered by this Agreement in the carrying out of their regular duties, such permission shall not be unreasonably withheld.

12.02 Shop Steward

- (a) One Shop Steward will be elected from the employees in the Shop and when necessary, shall be allowed reasonable walking time in the morning and again in the afternoon to take care of Union business, grievances, etc., at no cost to the employee.
- (b) It shall be the responsibility of the Union to provide the Employer with the name of the elected Shop Steward. The Shop Steward shall be recognized on all jobs and they shall not be discriminated against.
- (c) Where the Employer finds it necessary to discharge or layoff the Shop Steward, the Business Agent of the Union shall be notified prior to notice of layoff or discharge. The Shop Steward shall have access to a list of employee's names each month.

ARTICLE 13 GRIEVANCE PROCEDURE

13.01 Grievance means any difference between the Parties bound by this Agreement, concerning its interpretation, application, operation, or any alleged violation thereof.

13.02 Should there be at any time any grievance under this Agreement the matter shall be finally and conclusively settled without stoppage of work in accordance with this Grievance Procedure.

13.03 (a) To solve a grievance, employees shall first, either themselves or accompanied by such a person as they shall choose, discuss it with the Foreperson/Supervisor and if they agree their decision shall be final.

- (b) Failing settlement within three (3) working days of a grievance under clause (a) or in the case of any other grievance, the particulars thereof shall be set out in writing by the Party resorting to the procedure and shall be delivered to the other Party and they shall forthwith confer upon the matter and if they agree their decision shall be final.
- (c) If the grievance is not resolved pursuant to clause (b) within seven (7) working days, or such longer time as the Parties agree to, then it may be referred to an Arbitration Board in accordance with Article 13.04.

13.04 Arbitration Procedure

- (a) The Party desiring arbitration shall appoint a member for the Board and shall notify the other Party in writing of its appointment and particulars of the matter in dispute.
- (b) The Party receiving the notice shall within five (5) working days thereafter appoint a member to the Board and notify the other Party of its appointment and particulars of the matter in dispute.
- (c) The two (2) appointed members shall mutually agree upon an Arbitration Board Chairperson within three (3) working days of the second member being appointed. In the event the two (2) appointed members are unable to mutually agree, either Party may refer the appointment of the Arbitration Board Chairperson to Labour Relations Board.
- (d) The Parties may agree to the appointment of a single Arbitrator.
- (e) The Arbitration Board shall sit, hear the Parties, settle the terms of the question to be arbitrated and make its award within ten (10) working days from the date of the appointment of the Chairperson. The time may be extended by agreement of the Parties. The Board shall deliver its award in writing to each of the Parties and the award of the majority of the Board shall be the award of the Board and shall be final and binding upon the Parties and they shall carry it out forthwith.
- (f) Each Party shall pay its own costs and expenses of arbitration, the remuneration and disbursements of its appointees to the Board and one-half (½) the compensation and expenses of the Chairperson and of stenographic and other expenses of the Arbitration Board. Matters to be dealt with under the provisions of this section will normally be discussed outside of working hours.

ARTICLE 14 HEALTH & WELFARE

- 14.01 The Employer shall adequately provide for the Health and Welfare of the employees. The benefits provided shall not be less than was provided by the Employer prior to this Agreement.
- 14.02 Any new employee shall be made aware of the benefits provided/available. Coverage of Part A shall commence when an employee has completed ninety (90) days of services with the Employer. Part B shall commence when an employee has completed one hundred and eighty (180) days of service with the Employer.
- 14.03 The Employer contacts for information regarding the Health and Welfare Plan shall be as follows:

Benefits Help Desk	1-855-982-1009	Helpdesk_Flexit360@telus.com
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ARTICLE 15 PENSION

- 15.01 (a) The Employer shall pay, on behalf of its employees covered by this Agreement, to the International Union of Painters and Allied Trades Union & Industry Pension Fund

(Canada), the sum of eighty-five cents (\$0.85) for each hour worked, which payment together with a duly completed Employer Remittance Report Form shall be remitted to the local Union by the 15th day of the month following the month for which the contributions are due in accordance with Article 19.

- (b) The sum of eighty-five cents (\$0.85) per hour required pursuant to Article 15.01(a) shall increase to one dollar and five cents (\$1.05) effective May 2, 2021, one dollar and twenty-five cents (\$1.25) effective May 1, 2022 and one dollar and forty-five cents effective April 30, 2023.

15.02 Contributions payable by the Employer to the International Union of Painters and Allied Trades Union & Industry Pension Fund (Canada) are deemed to be held in trust by the Employer for the Trustees of the International Union of Painters and Allied Trades Union & Industry Pension Fund (Canada) until remitted as aforesaid.

15.03 The Parties adopt and agree to be bound by the terms and conditions of the Agreement and Declaration of Trust establishing the said International Union of Painters and Allied Trades Union & Industry Pension Fund (Canada) as if original Parties thereto, and as if the same formed part of this Agreement. In the event of the terms and conditions of the said Agreement and Declaration of Trust are in any way altered, added to, or amended, then the Parties to this Agreement shall be bound by the same as if original Parties thereto, and as if the same formed part of this Agreement.

ARTICLE 16 WORKING CONDITIONS

16.01 Safety Passport

The Union agrees to provide the following safety courses to their members and to ensure that they are all renewed as required:

- Audiogram
- Respirator Fit Test
- WHMIS 2015
- Fall Protection
- Aerial Lift
- Forklift
- Confined Space Entry
- Level 1 First Aid

16.02 Ventilation and lighting to WorkSafeBC standards shall be provided in all departments. It shall not be a violation of this Agreement should employees refuse to work where this is not provided.

16.03 In the event it becomes necessary for the Employer to create a new classification, the pay rate of such classification shall be established by prior consultation with all Parties concerned. An agreement between the Parties shall be confirmed in writing. In the event of a failure to agree on a pay rate, the matter shall be submitted to Arbitration in accordance with Article 13.04.

16.04 For the purposes of layoff and recall (supervisory personnel excepted), seniority as of the conclusion of the probationary period shall be the determining factor. Employees with less than twelve (12) months seniority shall retain their seniority for six (6) months after layoff. Employees having over twelve (12) months seniority shall retain their seniority for one (1) year after layoff. Any employee found unable or incapable of performing the required work they are recalled to do shall be subject to dismissal. The Grievance Procedure shall apply to this Article.

16.05 Re-Call: Any employee with seniority standing, when recalled for work shall have the right to compare the length of work involved with their present employment to decide on a bypass. An employee who bypasses a recall shall lose their seniority if they do not report for work on a second recall. (Sickness confirmed by a licensed Medical Practitioner recognized by the Medical Services Plan of B.C. will not be counted as a bypass). The Employer shall allow two (2) weeks

from time of notice for second recall. The recall notice shall be by registered mail. The Employer shall make every reasonable effort to contact employees directly and by telephone as well.

- 16.06** Protective gear and rain clothes will be supplied where necessary at no cost to the employee. A Safety Boot Allowance of two hundred dollars (\$200.00) per year shall be provided. This allowance will apply to all employees with one (1) year of service with the Employer and shall be reimbursed after proof of purchase has been received. Only CSA Green Triangle Patch boots are acceptable.
- 16.07** The Employer agrees to supply clean coveralls to the employees on a regular basis.
- 16.08** The employee with the most seniority shall be given first choice of overtime work where practical.
- 16.09** **Compassionate Leave:** In the case of a death in an employee's immediate family, an employee shall be granted compassionate leave with normal take home pay for three (3) consecutive days providing these days fall within a period in which the employee was scheduled to work (immediate family means: spouse, child, parent, sibling, parent-in-law, and grandparent).

An employee shall be entitled to a special leave with pay up to a maximum of one (1) day to attend the funeral of their grandchild, child-in-law or sibling-in-law..

Notwithstanding the provisions contained in this Article, on request of the Employer, the employee will provide reasonable proof of bereavement relationship.

- 16.10** Employees shall submit a Doctors Certificate relating to any sickness of more than two (2) days duration if requested by the Employer.
- 16.11** All employees must adhere to the Employers Safety Rules.
- 16.12** The Construction Industry of British Columbia Testing and Treatment Program Policy shall apply to all employees governed by this Agreement and the parties agree to be bound by the decisions of the D&A Policy Administration Committee. Further, the Employer will contribute one cent (\$0.01) for each hour worked to the D&A Policy in accordance with Article 19.
- 16.13** The Employer will contribute four cents (\$0.04) and deduct four cents (\$0.04) from each employee for each hour worked and shall remit the entire eight cents (\$0.08) in accordance with Article 19 for the Construction Industry Rehabilitation Plan (CIRP).
- 16.14** **Contract Administration Fund (CAF)**
- (a) The Employer shall contribute thirteen cents (\$0.13) per hour worked, inclusive of GST, to the CAF in accordance with Article 19. CLR may alter the required amount by providing the Union with sixty (60) calendar days' written notice. CLR shall bear any 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 worked under this Agreement. A designated representative of CLR may inspect, upon appointment, the receipts and records of the Union related to the CAF.

ARTICLE 17 FOREPERSON

17.01 A Foreperson shall be defined as a person in charge of a crew, or a department and shall be appointed by the Employer. During the absence of the Foreperson, a substitute Foreperson shall be appointed by the Employer and will receive the Foreperson's rate of pay.

ARTICLE 18 ADMINISTRATIVE & REGULAR DUES CHECKOFF

18.01 The Employer shall deduct two point two percent (2.2%) of all gross income per pay plus thirty three dollars (\$33.00) per month from each employee coming within the scope of this Agreement and remit same to the Secretary-Treasurer of the Union, who has been authorized to receive the Checkoff monies (each employee will belong to IUPAT Local 138 and will authorize the Secretary-Treasurer to receive the Checkoff not later than the 15th day of the month following the month deductions are made). If the Union requests a change in dues during the life of this Agreement, the Employer will agree to the Union's requests.

18.02 Such payments to be made on the remittance form provided by the Union.

ARTICLE 19 MONTHLY REMITTANCES

19.01 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.

19.02 Such Employer remittance shall:

- (a) be made by a single payment, payable to DC38 Membership Services, 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.

19.03 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.

ARTICLE 20 DURATION OF AGREEMENT

19.01 This Agreement shall be for the period from and including May 1, 2020, to and including April 30, 2024, and from year to year thereafter subject to the right of either Party to the Agreement within four (4) months immediately preceding the expiry of this Agreement April 30, 2024, or immediately preceding the 30th day of April in any year thereafter by written notice to require the other Party to the Agreement to commence collective bargaining. Should either Party give written notice aforesaid, this Agreement shall thereafter continue in full force and effect and neither Party shall make any change in terms of said Agreement, (or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted or alter any other term or condition of employment) until:

- (a) The Union shall strike, or
- (b) The Employer shall lockout, or
- (c) The Parties shall conclude a renewal or a revision of this Agreement or enter into a new Agreement whichever is the earliest.

19.02 The Parties agree that the operation of Section 50(2) and 50(3) of the Labour Relations Code is hereby excluded in accordance with Section 50(4) of the Labour Relations Code.

Signed on behalf of:

Construction Labour Relations
Association of BC

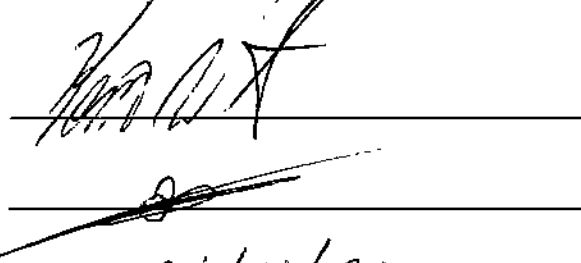


Date:

05/11/20

Signed on behalf of:

International Union of Painters and Allied
Trades, District Council #38



Date:

04/11/20

LETTER OF UNDERSTANDING
ARTICLE 4.02 – PICKET LINES

BY & BETWEEN:

Construction Labour Relations
Association of BC (CLR)

AND

International Union of Painters and
Allied Trades, District Council #38

On behalf of:
Aluma Systems Inc.
145 Golden Drive
Coquitlam, BC V3K 6T1

On behalf of:
IUPAT Local 138
7621 Kingsway
Burnaby, BC V3N 3C7

This letter is attached to and forms part of the Collective Agreement.

In order to clarify the intent of Article 4.02, the Parties to this Agreement have attached this letter to this Agreement.

It is the position of the Union, that IUPAT Local 138 members employed by the Employer have the right to refuse to cross a legal picket line or to refuse to unload a truck or handle materials that are returning from an Employer who has been struck. This clause does not give the employees right to so refuse in the absence of the appearance of picketers at the yard. Picketers must appear and they must communicate to the employees the situation.

If the Employer makes successful application for the picketing to cease and desist or directs the cause of the problem away from their yard, the employees will return to work.

In all cases, the employees have no right to precipitate such action of their own accord.

The Union agrees that in the event a line does appear at the yard, they will make every effort to attend to the situation and assure that the intent of this clause is adhered to in a manner that minimizes the harm to the Employer.

Signed on behalf of:

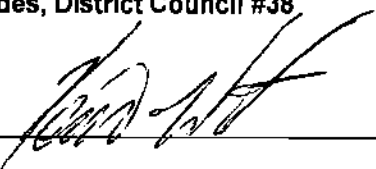
Signed on behalf of:

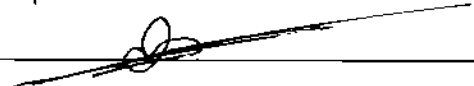
Construction Labour Relations
Association of BC

International Union of Painters and Allied
Trades, District Council #38









Date: 05/11/20

Date: 04/11/20

**ALUMA SYSTEMS INC.
YARD SENIORITY LIST**

The updated seniority list shall be as follows:

Employee	Seniority Date
Bill Williams	April 22, 1985
Asgar Khan	December 3, 2012
Leland Falk	September 14, 2015
Rachid Ankar	December 4, 2017
Phellan Creighton	November 26, 2018
Brent Palmer	January 1, 2019
Francis Smith	January 1, 2019
Ricardo Diaz	January 1, 2019
Wesley Taylorson	January 1, 2019
Rowan Philpott	May 21, 2019
Roger Cocco	July 22, 2019
Cameron Lingappa	August 6, 2019
Maryam Ghafari	October 15, 2019
Bradley Allen	November 4, 2019
Frank Jensen	November 26, 2019
Craig Farrell	December 10, 2019
Slade McColl	March 4, 2020
Dustin Semeniuk	May 5, 2020
Akbar Rajabzede	July 13, 2020

Signed on behalf of:

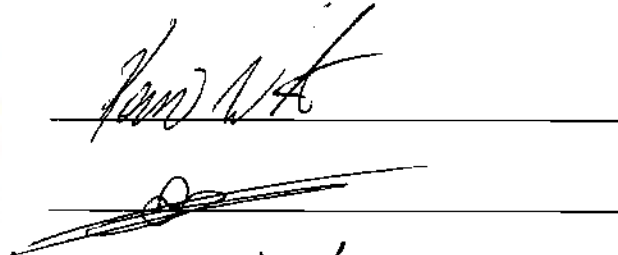
**Construction Labour Relations
Association of BC**



Date: 05/11/20

Signed on behalf of:

**International Union of Painters and Allied
Trades, District Council #38**



Date: 04/11/20