

APPENDIX NO. 9 - PAINTERS - COMMERCIAL**BETWEEN****NOVA SCOTIA CONSTRUCTION LABOUR RELATIONS ASSOCIATION LIMITED**

(hereinafter referred to as the "CLRA")

- AND -

**INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, LOCAL 1945
(PAINTERS, RESILIENT)**

(hereinafter referred to as the "Union")

NOTE: Wage Rates Effective July 1/08 - June 30/11

| PAINTER | | | | | | | | | | |
|----------------|----------------|---------------|---------------|---------------|------------------|--------------|---------------|-----------|------------------|-----------|
| Effective Date | Hourly Rate | V & H 9% | Pension | Benefit | Training & WHMIS | Consol. Fund | Org. Fund | Pol. Fund | Union Admin Fund | Total Pkg |
| July 1, 2008 | \$25.35 | \$2.28 | \$3.65 | \$1.75 | \$0.70 | \$0.72 | \$0.40 | \$0.05 | \$0.25 | \$35.15 |
| July 1, 2009 * | \$26.40 | \$2.38 | \$3.65 | \$1.75 | \$0.70 | \$0.72 | \$0.40 | \$0.05 | \$0.35 | \$36.40 |
| July 1, 2010 * | \$27.28 | \$2.45 | \$4.00 | \$1.85 | \$0.60 | \$0.72 | \$0.50 | \$0.05 | \$0.20 | \$37.65 |

* For years 2009 & 2010, increase of \$1.25 or CPI + 1% to a maximum of 4%, whichever is greater.

In addition to the hourly rates the employer shall pay the amounts as set out in the Pension Plan, Benefit Plan, Training & WHMIS Fund, Consolidated Fund, Organizing Fund, Political Action Fund and Union Administration Fund of this Appendix.

PREMIUMS:

Spray PainterFifty cents (\$0.50)
 SandblasterFifty cents (\$0.50)
 Vinyl & PaperhangerThirty-five cents (\$0.35)

Where an employee is requested to load the sand pot, he shall receive a thirty-five cent (\$0.35) premium per hour over his normal rate for such work.

FOREMAN:

The Foreman will be paid a premium of a minimum premium of seven percent (7%) of journeyman base rate and holiday and vacation allowance (excepting height pay).

Ratio: More than two (2) employees - one (1) working Foreman.

Foremen to be members of Local 1945, including clearance card Foreman.

Amendment #4 – July 1, 2009Amendment #10 – July 1, 2010

APPRENTICE:**NOTE: Wage Rates Effective July 1/08 - June 30/11**

| APPRENTICES - PAINTER | | | | | | | | | | | |
|---------------------------------------|------------------------|--------------------|---------------------|----------------|----------------|-----------------------------|---------------------|------------------|------------------|-------------------------|------------------|
| | | Hourly Rate | V & H 9% | Pension | Benefit | Training & WHMIS | Consol. Fund | Org. Fund | Pol. Fund | Union Admin Fund | Total Pkg |
| Effective Date: July 1, 2008 | | | | | | | | | | | |
| 1st 6 mths | 60% of 1st class rate | <u>\$13.02</u> | <u>\$1.17</u> | \$3.65 | <u>\$1.75</u> | <u>\$0.70</u> | <u>\$0.72</u> | \$0.40 | \$0.05 | \$0.25 | <u>\$21.71</u> |
| 2nd 6 mths | 65% of 1st class rate | <u>\$14.59</u> | <u>\$1.31</u> | \$3.65 | <u>\$1.75</u> | <u>\$0.70</u> | <u>\$0.72</u> | \$0.40 | \$0.05 | \$0.25 | <u>\$23.42</u> |
| 3rd 6 mths | 75% of 1st class rate | <u>\$17.68</u> | <u>\$1.59</u> | \$3.65 | <u>\$1.75</u> | <u>\$0.70</u> | <u>\$0.72</u> | \$0.40 | \$0.05 | \$0.25 | <u>\$26.79</u> |
| 4th 6 mths | 80% of 1st class rate | <u>\$19.18</u> | <u>\$1.73</u> | \$3.65 | <u>\$1.75</u> | <u>\$0.70</u> | <u>\$0.72</u> | \$0.40 | \$0.05 | \$0.25 | <u>\$28.43</u> |
| 5th 6 mths | 90% of 1st class rate | <u>\$22.30</u> | <u>\$2.01</u> | \$3.65 | <u>\$1.75</u> | <u>\$0.70</u> | <u>\$0.72</u> | \$0.40 | \$0.05 | \$0.25 | <u>\$31.83</u> |
| 6th 6 mths | 100% of 1st class rate | <u>\$25.35</u> | <u>\$2.28</u> | \$3.65 | <u>\$1.75</u> | <u>\$0.70</u> | <u>\$0.72</u> | \$0.40 | \$0.05 | \$0.25 | <u>\$35.15</u> |
| Effective Date: July 1, 2009 * | | | | | | | | | | | |
| 1st 6 mths | 60% of 1st class rate | <u>\$13.61</u> | <u>\$1.23</u> | \$3.65 | \$1.75 | \$0.70 | \$0.72 | \$0.40 | \$0.05 | <u>\$0.35</u> | <u>\$22.46</u> |
| 2nd 6 mths | 65% of 1st class rate | <u>\$15.24</u> | <u>\$1.37</u> | \$3.65 | \$1.75 | \$0.70 | \$0.72 | \$0.40 | \$0.05 | <u>\$0.35</u> | <u>\$24.23</u> |
| 3rd 6 mths | 75% of 1st class rate | <u>\$18.45</u> | <u>\$1.66</u> | \$3.65 | \$1.75 | \$0.70 | \$0.72 | \$0.40 | \$0.05 | <u>\$0.35</u> | <u>\$27.73</u> |
| 4th 6 mths | 80% of 1st class rate | <u>\$20.01</u> | <u>\$1.80</u> | \$3.65 | \$1.75 | \$0.70 | \$0.72 | \$0.40 | \$0.05 | <u>\$0.35</u> | <u>\$29.43</u> |
| 5th 6 mths | 90% of 1st class rate | <u>\$23.25</u> | <u>\$2.09</u> | \$3.65 | \$1.75 | \$0.70 | \$0.72 | \$0.40 | \$0.05 | <u>\$0.35</u> | <u>\$32.96</u> |
| 6th 6 mths | 100% of 1st class rate | <u>\$26.40</u> | <u>\$2.38</u> | \$3.65 | \$1.75 | \$0.70 | \$0.72 | \$0.40 | \$0.05 | <u>\$0.35</u> | <u>\$36.40</u> |
| Effective Date: July 1, 2010 * | | | | | | | | | | | |
| 1st 6 mths | 60% of 1st class rate | <u>\$14.03</u> | <u>\$1.26</u> | <u>\$4.00</u> | <u>\$1.85</u> | <u>\$0.60</u> | \$0.72 | <u>\$0.50</u> | \$0.05 | <u>\$0.20</u> | <u>\$23.21</u> |
| 2nd 6 mths | 65% of 1st class rate | <u>\$15.71</u> | <u>\$1.41</u> | <u>\$4.00</u> | <u>\$1.85</u> | <u>\$0.60</u> | \$0.72 | <u>\$0.50</u> | \$0.05 | <u>\$0.20</u> | <u>\$25.04</u> |
| 3rd 6 mths | 75% of 1st class rate | <u>\$19.04</u> | <u>\$1.71</u> | <u>\$4.00</u> | <u>\$1.85</u> | <u>\$0.60</u> | \$0.72 | <u>\$0.50</u> | \$0.05 | <u>\$0.20</u> | <u>\$28.67</u> |
| 4th 6 mths | 80% of 1st class rate | <u>\$20.65</u> | <u>\$1.86</u> | <u>\$4.00</u> | <u>\$1.85</u> | <u>\$0.60</u> | \$0.72 | <u>\$0.50</u> | \$0.05 | <u>\$0.20</u> | <u>\$30.43</u> |
| 5th 6 mths | 90% of 1st class rate | <u>\$24.00</u> | <u>\$2.16</u> | <u>\$4.00</u> | <u>\$1.85</u> | <u>\$0.60</u> | \$0.72 | <u>\$0.50</u> | \$0.05 | <u>\$0.20</u> | <u>\$34.08</u> |
| 6th 6 mths | 100% of 1st class rate | <u>\$27.28</u> | <u>\$2.45</u> | <u>\$4.00</u> | <u>\$1.85</u> | <u>\$0.60</u> | \$0.72 | <u>\$0.50</u> | \$0.05 | <u>\$0.20</u> | <u>\$37.65</u> |

* For years 2009 & 2010, increase of \$1.25 or CPI + 1% to a maximum of 4%, whichever is greater. These figures reflect diversions into Pension and Benefits and therefore are not simple percentages.

The employer will employ an Apprentice when there are five (5) or more Journeymen on the jobsite excepting normal lay-off.

The Apprentice ratio will not apply to the following:

When the employer has a small job (Resilient Flooring or Carpet), excluding new construction for five (5) days or less, he may use one (1) Journeyman to one (1) Apprentice provided that seniority preference must be given to present or former Apprentices. This also applies to washing of walls and ceilings

Amendment #4 – July 1, 2009
Amendment #10 – July 1, 2010

SUBSISTENCE:

ARTICLE 15 - Subsistence of the Master Agreement shall be modified to read:

- (1) There shall be a free zone for employees working within a forty (40) kilometre radius of the Sydney Court House. This free zone will apply to (and only to) employees living and working within this zone.
- (2) There shall be a free zone of forty (40) kilometres around the jobsite. Travel and subsistence will not apply to employees travelling and working within this zone. This shall apply to all employees not covered in (1).
- (3) Transportation allowance shall apply to road mileage travelled by an employee from his permanent place of residence to the outside limit of a jobsite free zone as set out in Article 15(2) up to a maximum of fifty-six (56) kilometres from the free zone.

Transportation mileage allowance shall be paid two (2) ways as follows ...

Fifty-two cents (\$0.52) per kilometre

Mileage measurements shall be based on the shortest normally travelled route.

- (4) Employees working on a jobsite and maintaining a permanent place of residence which is ninety-six (96) kilometres from the jobsite (normal travelled route) shall receive Board Allowance in place of mileage allowance as follows ...

| | July 1, 2008 | July 1, 2009 | July 1, 2010 |
|--------|---------------------|---------------------|---------------------|
| 5 X 8 | <u>\$75.00</u> | <u>\$80.00</u> | <u>\$85.00</u> |
| 4 X 10 | <u>\$93.75</u> | <u>\$100.00</u> | <u>\$106.25</u> |

- (5) When an employee is instructed to move from shop to job, job to job, or from job to shop within the working day, transportation shall be provided or paid for by the employer, or when the employee uses his own vehicle at the employer's request, he shall be paid mileage allowance as set forth in (3).

- Travelling time shall be paid for such travel within the working day.

- (6) Where public transportation is authorized by the employer, (employer pays fare) or where the employer provides transportation to the job site, in either case, travelling time shall be paid by the employer where such time spent in travelling is in addition to the regular working hours.

- No employee shall be compelled to use his own vehicle to transport materials to or from the job site

- (7) **BOARD:**

Where required by the employer to board overnight or any length of time, adequate board authorized by the employer will be paid for by the employer. Transportation shall be provided or paid for by the employer or, where an employee uses his own vehicle at the employer's request, he shall be paid the mileage allowance set forth in Article 15(3). Travelling time shall be paid for at the rate of single time to a maximum of eight (8) hours in any one day.

CLEAN UP:

The employer agrees that employees have a five (5) minute "clean up" period at lunch time. At the end of the shift, a "clean up" period approximately ten (10) minutes shall be allowed to enable employees to clean up and stow away gear. Both Parties agree that the work shall be "squared up" when required. Spray painters shall be allowed fifteen (15) minutes at lunch time and thirty (30) minutes at the end of the shift to clean up and stow away gear.

PROTECTION OF WORK:

Work considered to be essential for the protection of an individual's good or property, requiring not more than one (1) hour to complete, shall be carried out at the regular hourly rate. Such emergencies to be determined by the employee's and employer's representatives.

SHIFT WORK:

When management requires two (2) or more shifts within twenty-four (24) hours, the following work schedule will apply:

8:00 a.m. – 4:30 p.m.Day Shift
 4:30 p.m. – 12:00 MidnightSecond Shift
 12:00 Midnight – 8:00 a.m.....Third Shift

Also:

4 hours workOne half hour (1/2) hour for lunch
 3 hours workWill require eight (8) hours pay at the regular rate

In the event of overtime, a ten (10) minute break shall be allowed at the end of the normal shift.

SPRAY PAINTING:

There will be an employee available to assist the spray painter.

Gloves and overalls will be supplied to the spray painter, sandblaster and the employee assisting, and shall remain the property of the employer.

Should the spray painter and/or the employee assisting request a safety approved respirator, such unit(s) will be supplied and, if not returned, cost to be deducted from wages.

All sandblasters shall be supplied with safety approved air hoods while sandblasting, such hoods will be returned to the employer, if not the cost will be deducted from the employee's wages.

OVERTIME:

Employees who are required to work in excess of two (2) hours overtime shall be provided with a meal. When this is impractical, a meal allowance shall be included in the pay for the next regular pay period as follows . . .

Fifteen dollars (\$15.00)

The first two (2) hours of overtime daily to a maximum of six (6) hours overtime in any one (1) week period, Monday through Friday, shall be paid as time and one-half (1/½x). All additional overtime hours shall be paid for as double time (2x).

All hours worked on Saturdays, Sundays & designated holidays shall be paid at double time (2x).

Local 1945 members shall be requested first to work all overtime.

PAID HOLIDAYS:

Labour Day, Canada Day, Thanksgiving Day, Remembrance Day.

Employees required to work on a paid holiday shall be paid, in addition to the paid holiday, double (2x) the straight time rate of pay.

HEIGHT PAY:

50' to 74 feet Twenty-five cents (\$0.25) above the regular hourly rate
75' to 99 feet Sixty cents (\$0.60) above the regular hourly rate
100' to 149 feet One dollar ten cents (\$1.10) above the regular hourly rate
150 feet & over An additional twenty cents (\$0.20) for every twenty feet (20') thereafter

All Painters and Apprentices requested to work at heights above fifty feet (50') will be paid height pay as noted above. The height to be defined as distance from the location of the work to the lowest point directly below the location of the work.

HARD HATS:

Where necessary, when an employee does not have a hard hat, the employer will supply a hard hat. Should the employee not return such hat upon termination, the cost will be deducted from his final pay.

INJURED ON JOB SITE:

Employees when injured on the site and who require medical attention will receive pay for the day (8 hours) at the regular hourly rate, provided that a medical report is provided stating that the injured party is unable to return and complete the shift.

The employer may authorize another employee to accompany the injured party and, if so, he shall not experience any loss of pay.

PAINTERS AND TAPERS:

It is agreed by the employers that the Painters will not do taping, and Tapers will not do painting if that part of the job is to last more than four (4) days.

UNION SECURITY:

The employer agrees to deduct the amount certified by the Union as dues. The amounts deducted shall be remitted by the employer on the forms provided by the Union, to the Union, during the third (3rd) week of each month.

A special rate of wages may be established by a committee of the Union and employer for an employee who is physically handicapped.

SMALL JOB RATE:

The single trade tender applicable to Union members governed by this Appendix shall be up to a maximum of four thousand dollars (\$4,000.00).

RE-PAINT:

It is agreed that the CLRA and the Union may agree on different provisions and hours than those contained herein on Commercial Projects where re-paint work is involved, provided such agreement is made prior to tender closing and all Union contractors are advised of such changes.

RATIO:

The employer may hire members of Local 1945 regardless of their position on the Union out-of-work list under the following guidelines.

- (1) When the employer hires one employee off the Union out-of work list they may direct hire one Union member regardless of his position on the list.
- (2) All employees must be cleared through the Union office prior to being hired, and a referral slip will be sent to the employer within three (3) days.
- (3) All employees hired in accordance with the ratio (1:1) will be terminated at the same ratio, i.e. when one employee from the hall is being terminated, one direct hire employee will be terminated. No other employees can be hired directly if the above termination procedure has not been followed.

TOOLS:**Resilient FLOORER & Carpet Layers:**

Basic Tool kit to be required by Soft Tile and Carpet Layers receiving rate to consist of the following:

Resilient Flooring:

Putty Knives
Chalk Line
Tape Measure
Square
Extension Cord (25')
Knives
Adhesive Spreader
Hammer
Scriber

Carpet:

Hammer
Tape
Caulking Iron
Needles
Chalk Line
Knives
Spreader
Shears

I.U.P.A.T ATLANTIC PROVINCES JOINT APPRENTICESHIP & TRAINING FUND AND WHMIS TRAINING FUND:

The Parties to this Agreement have agreed pursuant to the Trust Document dated May 2001 to the establishment of the IUPAT Atlantic Provinces Joint Apprenticeship & Training Fund and WHMIS Training Fund.

1. The Trust Document under which this Fund is governed shall provide for Trustees equal in numbers and in authority appointed by each of the parties thereto.
2. The Board shall meet at least three (3) times annually and shall elect a Chairman and a Secretary, one of whom at all times shall be an employer nominated Trustee and a Union Trustee.

The employer shall contribute ten cents (\$0.10) per hour worked to the WHMIS Training Fund, and the Union shall ensure that all referrals from the hall are in possession of a current WHMIS certificate. The Union shall provide such WHMIS training as may be necessary. The fund shall be monitored, and any excess funds shall be applied to related safety training or to skills training as may be agreed to between the Union and the CLRA. Contributions to this fund shall be in accordance with Article 27 of the Master Agreement.

The Joint Trade Boards Terms of Reference Shall Include:

1. The encouragement and promotion of an Apprenticeship Training and Journeyman Upgrading Program in all craft sectors represented by the Collective Agreement.
2. The development and submission of draft legislation that may promote the industry.
3. Development and implementation of trade specific health and safety programs.
4. Other issues of mutual concern to the Parties that promote and enhance the industry. The Board is authorized to seek and obtain funding and grants from government agencies, etc. that may assist in implementing their policies.
5. Specifically excluded from the Board's duties is the processing or settlement of grievances.
6. The employer agrees to contribute the sum of seventy cents (\$0.70) and effective July 1, 2010, the sum of sixty cents (\$0.60) (which includes ten cents (\$0.10) to the WHMIS Training Fund) for each hour worked by each employee to the I.U.P.A.T. Atlantic Provinces Joint Apprenticeship & Training Fund and WHMIS Training Fund created by Trust Agreement. Included in these funds shall be the required contributions to the I.U.P.A.T. Labour Management Corporation Initiative and the I.U.P.A.T. Joint Apprenticeship & Training Fund and WHMIS Training Fund. Contributions shall be remitted in accordance with Article 27 of the Master Agreement.

Amendment #10 – July 1, 2010

7. The Joint Apprenticeship & Training Fund Committee is authorized by both parties to this Agreement to establish rules and guidelines for Apprentices and Journeyperson upgrading in all facets of trades and safety training including the authority to alter and amend the published rates in this Agreement, provided they are exceeded and are also authorized to designate certain certifications as compulsory as a condition of future employment. The foregoing or any other matter can be changed on the Agreement of the Parties.

I.U.P.A.T. ATLANTIC PROVINCES BENEFIT TRUST FUND:

The Parties hereto agree to contribute to the Welfare Fund as follows:

- (a) The Trust Document under which the fund is controlled shall provide for equal trustees in number and authority appointed by each of the Parties thereto.
- (b) The employer shall make contributions at the rate of one dollar and seventy-five cents (\$1.75) per hour worked **and effective July 1, 2010, one dollar and eighty-five cents (\$1.85) per hour worked** in accordance with Article 27.

I.U.P.A.T. District Council 39 Fund

95 Simmonds Drive

Dartmouth, Nova Scotia

B3B 1N7

Phone: (902) 450-5068

Fax: (902) 450-1065

- (c) It is agreed that provisions for an increase in the Welfare Fund will be implemented if so desired by the Union, with the employer contribution to be deducted from the wage rates contained herein, provided the employer receives sixty (60) days notice of such change.
- (d) Neither the Union nor the CLRA shall incur any legal liability with regard to claims arising from the Welfare Fund.

Amendment #10 – July 1, 2010

I.U.P.A.T. UNION AND INDUSTRY PENSION FUND (CANADA):

1. (a) Commencing for the duration of the Agreement, and any renewals or extension thereof, the employer agrees to make payments to the I.U.P.A.T. Union and Industry Pension Fund for each employee covered by this Agreement, as follows:
 - (b) Three dollars and sixty-five cents (\$3.65) **and effective July 1, 2010, four dollars (\$4.00)** shall be paid to the Fund.
 - (c) For the purpose of this Article, each hour paid for and other hours for which pay is received by the employee in accordance with the Agreement, shall be counted as hours for which contributions are payable.
 - (d) Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to, Apprentices, trainees, and probationary employees.
 - (e) The payments to the Pension Fund required above shall be made to the I.U.P.A.T. Union and Industry Pension Fund, which was established under an Agreement and Declaration of Trust, dated April 1, 1967. The employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as amended from time to time, as though he had actually signed the same.
2. The employer hereby irrevocably designates as its representatives on the Board of Trustees such Trustees as are now serving, or who will in future serve, as employer Trustees, together with their successors. The employer further agrees to be bound by all actions taken by the Trustees pursuant to the said Agreement and Declaration of Trust, as amended from time to time.
3. All contributions shall be made at such time and in such manner as the Trustees require; and the Trustees may at any time conduct an audit in accordance with Article VI, Section 6 of the said Agreement and Declaration of Trust.
4. If an employer fails to make contributions to the Pension Fund within twenty (20) days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provision thereof to the contrary notwithstanding, and the employer shall be liable for all costs of collection of the payments due together with attorney fees and such penalties as may be assessed by the Trustees. The employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no-strike" clause which may be provided or set forth elsewhere in this Agreement.
5. The Pension Plan adopted by the Trustees shall at all times conform with the requirements of Revenue Canada so as to enable the employer at all times to treat contributions to the I.U.P.A.T. Union and Industry Pension Fund as a deduction for income tax purposes.
6. Contributions shall be in accordance with Article 27 of the Master Agreement.

Amendment #10 – July 1, 2010

POLITICAL ACTION FUND:

The employer will remit five cents (\$0.05) per hour from each employee in accordance with Article 27. The Administrator will forward amounts received to the Local Union monthly and the Local Union shall forward to the I.U.P.A.T. Canadian Conference Political Action Fund the amounts required as per the Trust Agreement of the fund and as amended from time to time.

CONSOLIDATED FUND:

The employer shall remit per hour, for each hour paid, for the employee a sum in accordance with Article 3A of the Collective Agreement, i.e. a total of seventy-two cents (\$0.72) for the Consolidated Fund to:

The Administrator
Cape Breton Island Building & Construction Trades Council
238 Vulcan Avenue
Sydney, Nova Scotia
B1P 5X2

ORGANIZING FUND:

Employers signatory to this Agreement shall deduct and remit the sum indicated per hour paid for each employee and remit as per Article 27 of the Master Agreement, the third week of each month. The hourly wage rates printed herein have been reduced by a sum equal to the amount remitted...

Forty cents (\$0.40) and effective July 1, 2010, fifty cents (\$0.50)

UNION ADMINISTRATION FUND:

The employer agrees to remit twenty-five cents (\$0.25) per hour paid **and effective July 1, 2009, thirty-five cents (\$0.35) per hour paid and effective July 1, 2010, twenty cents (\$0.20) per hour paid** for each employee and remit same in accordance with Article 27 of the main Agreement together with a list of all employees and their Social Insurance Numbers. The wage rates have been reduced by a sum equal to the amount remitted.

Amendment #4 – July 1, 2009
Amendment #10 – July 1, 2010

UNIFIED REMITTANCE OF FUNDS:

- A) Pursuant to Article 27 of the Master Agreement all Funds and Check-Off payments, other than the Consolidated Fund, shall be recorded and itemized on a Unified Remittance Form. This Form shall be supplied by the IUPAT District Council 39 Fund and shall make provisions for the listing of each employee's name, Social Insurance Number and number of hours earned.
- B) For Local 1439 and 1945 all Fund and Check-Off remittances shall be consolidated into one (1) cheque payable to:
- IUPAT District Council 39 Fund
95 Simmonds Drive
Dartmouth, Nova Scotia
B3B 1N7
- and received by the Fund not later than the fifteenth (15th) day of the month following for which such payments are payable.
- C) An Agreement between the Parties of the Collective Agreement, the Administrator appointed from time to time by the Parties, the various Trustees and/or Organizations having responsibility for the receipt, collection and administration of all the various funds pursuant to the Collective Agreement shall be signed by the various participants. The employers party to this Collective Agreement whether or not directly signatory to the Collective Agreement hereby irrevocably designate the "Union" and the "CLRA" as the Parties responsible for amending or adjusting the specific monetary amounts required pursuant to the various funds and check-off payments required from time to time.
- D) If the employer has no employees during a given month, he shall submit a "nil" report unless it is clearly understood by all Parties that he has declared himself "out-of-business" in writing.
- E) No discrimination will be made by the Administrator between one (1) fund and any other fund when there is a failure on the part of the employer to remit as specified by the Agreement.
- F) Any changes to the design of the Remittance Form will be approved by the Trustees of the I.U.P.A.T. Atlantic Provinces Benefit Trust.
- G) All monies required for the various Funds and Dues Check-Offs required by the Collective Agreement are deemed to be held in Trust by the employer until remitted as aforesaid.

HEAVY CIVIL:

The following rates of pay and conditions shall apply to Bridges, Wharves, Overpasses, Marine and related work.

Where there is conflict between the body and the Appendix of this Agreement, the Appendix shall apply.

The regular work week will be fifty (50) hours, Monday through Friday, at regular rates of pay to a maximum of ten (10) hours a day. All other hours, Monday through Friday, shall be at one and one-half (1½x) times.

Travel time, reporting time, and severance pay shall not apply on these projects. All other wording in the existing Commercial Agreement including, but not referred to herein, the Benefit Plan and the paid holidays will apply in this Agreement.

The Union agrees that employees who have missed time during the normal scheduled hours of work, Monday through Friday, may agree to work extra hours including Saturdays and Sundays at the regular straight time rate of pay up to a total of fifty (50) hours per week.

The employer may re-hire former employees in good standing with the Union.

IN WITNESS WHEREOF the Parties have Executed this Collective Agreement at Sydney, Nova Scotia, on this 19th day of September, 2008.

SIGNATORIES

FOR THE EMPLOYER

FOR THE UNION

ALLAN STAPLETON

WILFRED JARVIS

GREIG MACLEOD

**APPENDIX NO. 9“A” - PAINTERS (DRYWALL FINISHERS) -
COMMERCIAL**

BETWEEN
NOVA SCOTIA CONSTRUCTION LABOUR RELATIONS ASSOCIATION LIMITED
(hereinafter referred to as the "CLRA")

- AND -

**INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES
LOCAL 1945 (DRYWALL FINISHERS)**
(hereinafter referred to as the "Union")

NOTE: Wage Rates Effective July 1/08 - June 30/11

| DRYWALL FINISHER - PAINTER | | | | | | | | | | |
|----------------------------|----------------|---------------|---------------|---------------|------------------|--------------|---------------|-----------|------------------|----------------|
| Effective Date | Hourly Rate | V & H 9% | Pension | Benefit | Training & WHMIS | Consol. Fund | Org. Fund | Pol. Fund | Union Admin Fund | Total Pkg |
| July 1, 2008 | \$25.96 | \$2.34 | \$3.65 | \$1.75 | \$0.70 | \$0.72 | \$0.40 | \$0.05 | \$0.25 | \$35.82 |
| July 1, 2009 * | <u>\$27.02</u> | <u>\$2.43</u> | \$3.65 | \$1.75 | \$0.70 | \$0.72 | \$0.40 | \$0.05 | <u>\$0.35</u> | <u>\$37.07</u> |
| July 1, 2010 * | <u>\$27.89</u> | <u>\$2.51</u> | <u>\$4.00</u> | <u>\$1.85</u> | <u>\$0.60</u> | \$0.72 | <u>\$0.50</u> | \$0.05 | <u>\$0.20</u> | <u>\$38.32</u> |

* For years 2009 & 2010, increase of \$1.25 or CPI + 1% to a maximum of 4%, whichever is greater.

In addition to the hourly rates the employer shall pay the amounts as set out in the Pension Plan, Benefit Plan, Training & WHMIS Fund, Consolidated Fund, Organizing Fund, Political Action Fund and Union Administration Fund of this Appendix.

FOREMAN:

The Foreman will be paid a premium of a minimum premium of seven percent (7%) of journeyman base rate and holiday and vacation allowance per hour over the highest rate being paid to Journeymen on the jobs (excluding height pay).

- Ratio: More than two (2) employees on the job, there must be a working Foreman.
- Foremen to be members of Local 1945, including clearance card Foremen.

Amendment #4 – July 1, 2009
Amendment #10 – July 1, 2010

APPRENTICES:**NOTE: Wage Rates Effective July 1/08 - June 30/11**

| APPRENTICES - PAINTER | | | | | | | | | | | |
|-------------------------------------|------------------------|--------------------|---------------------|----------------|----------------|-----------------------------|---------------------|------------------|------------------|-------------------------|------------------|
| | | Hourly Rate | V & H 9% | Pension | Benefit | Training & WHMIS | Consol. Fund | Org. Fund | Pol. Fund | Union Admin Fund | Total Pkg |
| Effective Date: July 1, 2008 | | | | | | | | | | | |
| 1st 6 mths | 60% of 1st class rate | <u>\$13.37</u> | <u>\$1.20</u> | \$3.65 | <u>\$1.75</u> | <u>\$0.70</u> | <u>\$0.72</u> | \$0.40 | \$0.05 | \$0.25 | <u>\$22.09</u> |
| 2nd 6 mths | 65% of 1st class rate | <u>\$14.96</u> | <u>\$1.35</u> | \$3.65 | <u>\$1.75</u> | <u>\$0.70</u> | <u>\$0.72</u> | \$0.40 | \$0.05 | \$0.25 | <u>\$23.83</u> |
| 3rd 6 mths | 75% of 1st class rate | <u>\$18.12</u> | <u>\$1.63</u> | \$3.65 | <u>\$1.75</u> | <u>\$0.70</u> | <u>\$0.72</u> | \$0.40 | \$0.05 | \$0.25 | <u>\$27.27</u> |
| 4th 6 mths | 80% of 1st class rate | <u>\$19.63</u> | <u>\$1.77</u> | \$3.65 | <u>\$1.75</u> | <u>\$0.70</u> | <u>\$0.72</u> | \$0.40 | \$0.05 | \$0.25 | <u>\$28.92</u> |
| 5th 6 mths | 90% of 1st class rate | <u>\$22.82</u> | <u>\$2.05</u> | \$3.65 | <u>\$1.75</u> | <u>\$0.70</u> | <u>\$0.72</u> | \$0.40 | \$0.05 | \$0.25 | <u>\$32.39</u> |
| 6th 6 mths | 100% of 1st class rate | <u>\$25.96</u> | <u>\$2.34</u> | \$3.65 | <u>\$1.75</u> | <u>\$0.70</u> | <u>\$0.72</u> | \$0.40 | \$0.05 | \$0.25 | <u>\$35.82</u> |
| Effective Date: July 1, 2009 | | | | | | | | | | | |
| 1st 6 mths | 60% of 1st class rate | <u>\$13.96</u> | <u>\$1.26</u> | \$3.65 | \$1.75 | \$0.70 | \$0.72 | \$0.40 | \$0.05 | <u>\$0.35</u> | <u>\$22.84</u> |
| 2nd 6 mths | 65% of 1st class rate | <u>\$15.61</u> | <u>\$1.41</u> | \$3.65 | \$1.75 | \$0.70 | \$0.72 | \$0.40 | \$0.05 | <u>\$0.35</u> | <u>\$24.64</u> |
| 3rd 6 mths | 75% of 1st class rate | <u>\$18.89</u> | <u>\$1.70</u> | \$3.65 | \$1.75 | \$0.70 | \$0.72 | \$0.40 | \$0.05 | <u>\$0.35</u> | <u>\$28.21</u> |
| 4th 6 mths | 80% of 1st class rate | <u>\$20.46</u> | <u>\$1.84</u> | \$3.65 | \$1.75 | \$0.70 | \$0.72 | \$0.40 | \$0.05 | <u>\$0.35</u> | <u>\$29.92</u> |
| 5th 6 mths | 90% of 1st class rate | <u>\$23.76</u> | <u>\$2.14</u> | \$3.65 | \$1.75 | \$0.70 | \$0.72 | \$0.40 | \$0.05 | <u>\$0.35</u> | <u>\$33.52</u> |
| 6th 6 mths | 100% of 1st class rate | <u>\$27.02</u> | <u>\$2.43</u> | \$3.65 | \$1.75 | \$0.70 | \$0.72 | \$0.40 | \$0.05 | <u>\$0.35</u> | <u>\$37.07</u> |
| Effective Date: July 1, 2010 | | | | | | | | | | | |
| 1st 6 mths | 60% of 1st class rate | <u>\$14.38</u> | <u>\$1.29</u> | <u>\$4.00</u> | <u>\$1.85</u> | <u>\$0.60</u> | \$0.72 | <u>\$0.50</u> | \$0.05 | <u>\$0.20</u> | <u>\$23.59</u> |
| 2nd 6 mths | 65% of 1st class rate | <u>\$16.08</u> | <u>\$1.45</u> | <u>\$4.00</u> | <u>\$1.85</u> | <u>\$0.60</u> | \$0.72 | <u>\$0.50</u> | \$0.05 | <u>\$0.20</u> | <u>\$25.45</u> |
| 3rd 6 mths | 75% of 1st class rate | <u>\$19.48</u> | <u>\$1.75</u> | <u>\$4.00</u> | <u>\$1.85</u> | <u>\$0.60</u> | \$0.72 | <u>\$0.50</u> | \$0.05 | <u>\$0.20</u> | <u>\$29.15</u> |
| 4th 6 mths | 80% of 1st class rate | <u>\$21.10</u> | <u>\$1.90</u> | <u>\$4.00</u> | <u>\$1.85</u> | <u>\$0.60</u> | \$0.72 | <u>\$0.50</u> | \$0.05 | <u>\$0.20</u> | <u>\$30.92</u> |
| 5th 6 mths | 90% of 1st class rate | <u>\$24.51</u> | <u>\$2.21</u> | <u>\$4.00</u> | <u>\$1.85</u> | <u>\$0.60</u> | \$0.72 | <u>\$0.50</u> | \$0.05 | <u>\$0.20</u> | <u>\$34.64</u> |
| 6th 6 mths | 100% of 1st class rate | <u>\$27.89</u> | <u>\$2.51</u> | <u>\$4.00</u> | <u>\$1.85</u> | <u>\$0.60</u> | \$0.72 | <u>\$0.50</u> | \$0.05 | <u>\$0.20</u> | <u>\$38.32</u> |

* For years 2009 & 2010, increase of \$1.25 or CPI + 1% to a maximum of 4%, whichever is greater.

These rates DO NOT represent a simple percentage, as they have been adjusted to reflect a diversion of monies into benefits.

Employees presently receiving the Journeyman rate will not be affected by the foregoing percentages.

There can be one (1) Apprentice for every three (3) Journeymen on the job site.

The employer will employ an Apprentice when there are five (5) or more Journeymen on the job site excepting normal lay-off.

Amendment #4 – July 1, 2009
Amendment #10 – July 1, 2010

SUBSISTENCE:

ARTICLE 15 - Subsistence of the Master Agreement shall be modified to read:

- (1) There shall be a free zone for employees working within a forty (40) kilometre radius of the Sydney Court House. This free zone will apply to (and only to) employees living and working within this zone.
- (2) There shall be a free zone of forty (40) kilometres around the jobsite. Travel and subsistence will not apply to employees travelling and working within this zone. This shall apply to all employees not covered in (1).
- (3) Transportation allowance shall apply to road mileage travelled by an employee from his permanent place of residence to the outside limit of a jobsite free zone as set out in Article 15(2) up to a maximum of fifty-six (56) kilometres from the free zone.

Transportation mileage allowance shall be paid two (2) ways as follows ...

Fifty-two cents (\$0.52) per kilometre

Mileage measurements shall be based on the shortest normally travelled route.

- (4) Employees working on a jobsite and maintaining a permanent place of residence which is ninety-six (96) kilometres from the jobsite (normal travelled route) shall receive Board Allowance in place of mileage allowance as follows ...

| | July 1, 2008 | July 1, 2009 | July 1, 2010 |
|--------|---------------------|---------------------|---------------------|
| 5 X 8 | <u>\$75.00</u> | <u>\$80.00</u> | <u>\$85.00</u> |
| 4 X 10 | <u>\$93.75</u> | <u>\$100.00</u> | <u>\$106.25</u> |

- (5) When an employee is instructed to move from shop to job, job to job, or from job to shop within the working day, transportation shall be provided or paid for by the employer, or when the employee uses his own vehicle at the employer's request, he shall be paid mileage allowance as set forth in (3).

Travelling time shall be paid for such travel within the working day.

- (6) Where public transportation is authorized by the employer, (employer pays fare) or where the employer provides transportation to the job site, in either case, travelling time shall be paid by the employer where such time spent in travelling is in addition to the regular working hours.

- No employee shall be compelled to use his own vehicle to transport materials to or from the job site

- (7) **BOARD:**

Where required by the employer to board overnight or any length of time, adequate board authorized by the employer will be paid for by the employer. Transportation shall be provided or paid for by the employer or, where an employee uses his own vehicle at the employer's request, he shall be paid the mileage allowance set forth in Article 15(3). Travelling time shall be paid for at the rate of single time to a maximum of eight (8) hours in any one day.

CLEAN UP:

The employer agrees that employees have a five (5) minute "clean up" period at lunch time. At the end of the shift, a "clean up" period approximately ten (10) minutes shall be allowed to enable employees to clean up and stow away gear. Both Parties agree that the work shall be "squared up" when required. Spray painters shall be allowed fifteen (15) minutes at lunch time and thirty (30) minutes at the end of the shift to clean up and stow away gear.

SHIFT WORK:

When management requires two (2) or more shifts within twenty-four (24) hours, the following work schedule will apply:

- 8:00 a.m. – 4:30 p.m.Day Shift
- 4:30 p.m. – 12:00 MidnightSecond Shift
- 12:00 Midnight – 8:00 a.m.....Third Shift

Also:

- 4 hours workOne half hour (1/2) hour for lunch
- 3 hours workWill require eight (8) hours pay at the regular rate

In the event of overtime, a ten (10) minute break shall be allowed at the end of the normal shift.

OVERTIME:

The first two (2) hours of overtime daily (maximum six (6) hours of time and one-half (1½x) to one and one half (1½) overtime in any one (1) week period), Monday through Friday, shall be paid as time and one-half (1½x). All additional overtime hours shall be paid for as double time (2x).

All hours worked on Saturdays, Sundays and designated holidays shall be paid at double time (2x).

Local 1945 members shall be requested first to work all overtime.

PAID HOLIDAYS:

Labour Day, Canada Day, Thanksgiving Day, Remembrance Day.

Employees required to work on a paid holiday shall be paid, in addition to the paid holiday, double (2x) the straight time rate of pay.

HEIGHT PAY:

- 50' to 74 feet Twenty-five cents (\$0.25) above the regular hourly rate
- 75' to 99 feet Sixty cents (\$0.60) above the regular hourly rate
- 100' to 149 feet One dollar ten cents (\$1.10) above the regular hourly rate
- 150 feet & over An additional twenty cents (\$0.20) for every twenty feet (20') thereafter

All Finishers and Apprentices requested to work at heights above fifty feet (50') will be paid height pay as noted above. The height to be defined as distance from the location of the work to the lowest point directly below the location of the work.

HARD HATS:

Where necessary, when an employee does not have a hard hat, the employer will supply a hard hat. Should the employee not return such hat upon termination, the cost will be deducted from his final pay.

INJURED ON JOB SITE:

Employees when injured on the site and who require medical attention will receive pay for the day eight (8) hours at the regular hourly rate, provided that a medical report is provided stating that the injured party is unable to return and complete the shift.

The employer may authorize another employee to accompany the injured party and, if so, he shall not experience any loss of pay.

PAINTERS AND TAPERS:

It is agreed by the employers that the Painters will not do taping, and Tapers will not do painting if that part of the job is to last more than four (4) days.

TOOLS:**Drywall Finisher:**

Basic Tool kit to be required by Drywall Finisher receiving rate to consist of the following:

- Hawks and curved blade drywall trowels - 4 ½", 10", 14"
- Putty knives - 1 ¼", 6"
- Mud beaters
- Mud pan
- Broadknife
- Drywall hammer
- Utility knife

All power tools to be supplied by the employer.

I.U.P.A.T. ATLANTIC PROVINCES BENEFIT TRUST FUND:

The Parties hereto agree to contribute to the Welfare Plan as follows:

- (a) The Trust Document under which the fund is controlled shall provide for equal trustees in number and authority appointed by each of the Parties thereto.
- (b) The employer shall make contributions at the rate of one dollar seventy-five cents (\$1.75) per hour for each hour worked **and effective July 1, 2010, one dollar eighty-five cents (\$1.85) per hour for each hour worked** in accordance with Article 27.

I.U.P.A.T. District Council 39 Fund
95 Simmonds Drive
Dartmouth, NS B3B 1N7
Phone: (902) 450-5068
Fax: (902) 450-1065

- (c) It is agreed that provisions for an increase in the Welfare Fund will be implemented if so desired by the Union, with the employer contribution to be deducted from the wage rates contained herein, provided the employer receives sixty (60) days notice of such change.
- (d) Neither the Union nor the CLRA shall incur any legal liability with regard to claims arising from the Welfare Fund.

ORGANIZING FUND:

Employers signatory to this Agreement shall deduct and remit the sum indicated per hour paid for each employee and remit as per Article 27 of the Master Agreement, the third week of each month. The hourly wage rates printed herein have been reduced by a sum equal to the amount remitted....

Forty cents (\$0.40) and effective July 1, 2010, fifty cents (\$0.50)

I.U.P.A.T. UNION AND INDUSTRY PENSION FUND (CANADA):

1. (a) Commencing for the duration of the Agreement, and any renewals or extension thereof, the employer agrees to make payments to the I.U.P.A.T. Union and Industry Pension Fund for each employee covered by this Agreement, as follows:
 - (b) Three dollars and sixty-five cents (\$3.65) and effective July 1, 2010, four dollars (\$4.00) shall be paid to the Fund.
 - (c) For the purpose of this Article, each hour paid for and other hours for which pay is received by the employee in accordance with the Agreement, shall be counted as hours for which contributions are payable.
 - (d) Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to, Apprentices, trainees, and probationary employees.

Amendment #10 – July 1, 2010

- (e) The payments to the Pension Fund required above shall be made to the I.U.P.A.T. Union and Industry Pension Fund, which was established under an Agreement and Declaration of Trust, dated April 1, 1967. The employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as amended from time to time, as though he had actually signed the same.
2. The employer hereby irrevocably designates as its representatives on the Board of Trustees such Trustees as are now serving, or who will in future serve, as employer Trustees, together with their successors. The employer further agrees to be bound by all actions taken by the Trustees pursuant to the said Agreement and Declaration of Trust, as amended from time to time.
 3. All contributions shall be made at such time and in such manner as the Trustees require; and the Trustees may at any time conduct an audit in accordance with Article VI, Section 6 of the said Agreement and Declaration of Trust.
 4. If an employer fails to make contributions to the Pension Fund within twenty (20) days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provision thereof to the contrary notwithstanding, and the employer shall be liable for all costs of collection of the payments due together with attorney fees and such penalties as may be assessed by the Trustees. The employer’s liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any “no-strike” clause which may be provided or set forth elsewhere in this Agreement.
 5. The Pension Plan adopted by the Trustees shall at all times conform with the requirements of Revenue Canada so as to enable the employer at all times to treat contributions to the I.U.P.A.T. Union and Industry Pension Fund as a deduction for income tax purposes.
 6. Contributions shall be in accordance with Article 27 of the Master Agreement.

POLITICAL ACTION FUND:

The employer will remit five cents (\$0.05) per hour from each employee in accordance with Article 27. The Administrator will forward amounts received to the Local Union monthly and the Local Union shall forward to the I.U.P.A.T. Canadian Conference Political Action Fund the amounts required as per the Trust Agreement of the fund and as amended from time to time.

CONSOLIDATED FUND:

The employer shall remit per hour, for each hour paid, for the employee a sum in accordance with Article 3A of the Collective Agreement, i.e. a total of seventy-two cents (\$0.72) for the Consolidated Fund to:

The Administrator
Cape Breton Island Building & Construction Trades Council
238 Vulcan Avenue
Sydney, Nova Scotia
B1P 5X2

UNION ADMINISTRATION FUND:

The employer agrees to remit twenty-five cents (\$0.25) per hour paid **and effective July 1, 2009, thirty-five cents (\$0.35) per hour paid and effective July 1, 2010, twenty cents (\$0.20) per hour paid** for each employee and remit same in accordance with Article 27 of the main Agreement together with a list of all employees and their Social Insurance Numbers. The wage rates have been reduced by a sum equal to the amount remitted.

A special rate of wages may be established by a committee of the Union and employer for an employee who is physically handicapped.

I.U.P.A.T ATLANTIC PROVINCES JOINT APPRENTICESHIP & TRAINING FUND AND WHMIS TRAINING FUND:

The Parties to this Agreement have agreed pursuant to the Trust Document dated May 2001 to the establishment of the IUPAT Atlantic Provinces Joint Apprenticeship & Training Fund and WHMIS Training Fund.

1. The Trust Document under which this Fund is governed shall provide for Trustees equal in numbers and in authority appointed by each of the parties thereto.
2. The Board shall meet at least three (3) times annually and shall elect a Chairman and a Secretary, one of whom at all times shall be an employer nominated Trustee and a Union Trustee.

The employer shall contribute ten cents (\$0.10) per hour worked to the WHMIS Training Fund, and the Union shall ensure that all referrals from the hall are in possession of a current WHMIS certificate. The Union shall provide such WHMIS training as may be necessary. The fund shall be monitored, and any excess funds shall be applied to related safety training or to skills training as may be agreed to between the Union and the CLRA. Contributions to this fund shall be in accordance with Article 27 of the Master Agreement.

Amendment #10 – July 1, 2010

The Joint Trade Boards Terms of Reference Shall Include:

1. The encouragement and promotion of an Apprenticeship Training and Journeyman Upgrading Program in all craft sectors represented by the Collective Agreement.
2. The development and submission of draft legislation that may promote the industry.
3. Development and implementation of trade specific health and safety programs.
4. Other issues of mutual concern to the Parties that promote and enhance the industry. The Board is authorized to seek and obtain funding and grants from government agencies, etc. that may assist in implementing their policies.
5. Specifically excluded from the Board's duties is the processing or settlement of grievances.
6. The employer agrees to contribute the sum of seventy cents (\$0.70) and effective July 1, 2010, the sum of sixty cents (\$0.60) (which includes ten cents (\$0.10) to the WHMIS Training Fund) for each hour worked by each employee to the I.U.P.A.T. Atlantic Provinces Joint Apprenticeship & Training Fund and WHMIS Training Fund created by Trust Agreement. Included in these funds shall be the required contributions to the I.U.P.A.T. Labour Management Corporation Initiative and the I.U.P.A.T. Joint Apprenticeship & Training Fund and WHMIS Training Fund. Contributions shall be remitted in accordance with Article 27 of the Master Agreement.
7. The Joint Apprenticeship & Training Fund Committee is authorized by both parties to this Agreement to establish rules and guidelines for Apprentices and Journeyman upgrading in all facets of trades and safety training including the authority to alter and amend the published rates in this Agreement, provided they are exceeded and are also authorized to designate certain certifications as compulsory as a condition of future employment. The foregoing or any other matter can be changed on the Agreement of the Parties.

RATIO:

The employer may hire members of Local 1945 regardless of their position on the Union out-of-work list. Effective December 1, 1999 and for the life of this Agreement, which expires June 30, 2005, Part 1 and Part 3 of the Ratio Clause in the Drywall Appendix of the 1996 - 1999 Agreement will be removed. The Union reserves the right to have the wording put back into the Agreement, if it so wishes on signing a new Agreement in 2005.

All employees must be cleared through the Union office prior to being hired, and a referral slip will be sent to the employer within three (3) days.

SMALL JOB RATE:

The single trade tender applicable to Union members governed by this Appendix shall be up to a maximum of four thousand dollars (\$4,000.00).

Amendment #10 – July 1, 2010

UNION SECURITY:

The employer agrees to deduct the amount certified by the Union as dues. The amounts deducted shall be remitted by the employer on the forms provided by the Union, to the Union, during the third week of each month.

All other conditions in Article 3 - Union Security, will apply.

ASBESTOS REMOVAL:

For terms and conditions governing Asbestos Removal see the I.U.P.A.T. Agreement on Asbestos Removal.

IN WITNESS WHEREOF the Parties have Executed this Collective Agreement at Sydney, Nova Scotia, on this 19th day of September, 2008.

SIGNATORIES

FOR THE EMPLOYER

FOR THE UNION

ALLAN STAPLETON

WILFRED JARVIS

GREIG MACLEOD

APPENDIX NO. 9“B” - PAINTERS (GLAZIERS) - COMMERCIAL

BETWEEN
NOVA SCOTIA CONSTRUCTION LABOUR RELATIONS ASSOCIATION LIMITED
 (hereinafter referred to as the "CLRA")

- AND -

INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES
LOCAL 1945 (GLAZIERS)
 (hereinafter referred to as the "Union")

CLASSIFICATION AND WAGES:

The classification of employees and the minimum wage rate applicable thereto shall be as follows:

| Effective Date | Hourly Rate | V & H 9% | Pension | Benefit | Training & WHMIS | Consol. Fund | Org. Fund | Pol. Fund | Union Admin Fund | Total Pkg |
|---|----------------|---------------|---------------|---------------|------------------|---------------|---------------|-----------|------------------|----------------|
| COMMERCIAL GLASS & METAL MECHANIC | | | | | | | | | | |
| July 1, 2008 | <u>\$23.71</u> | <u>\$2.13</u> | \$3.65 | <u>\$1.75</u> | <u>\$0.70</u> | <u>\$0.72</u> | \$0.40 | \$0.05 | \$0.25 | <u>\$33.36</u> |
| July 1, 2009 * | <u>\$24.76</u> | <u>\$2.23</u> | \$3.65 | \$1.75 | \$0.70 | \$0.72 | \$0.40 | \$0.05 | <u>\$0.35</u> | <u>\$34.61</u> |
| July 1, 2010 * | <u>\$25.63</u> | <u>\$2.31</u> | <u>\$4.00</u> | <u>\$1.85</u> | <u>\$0.60</u> | \$0.72 | <u>\$0.50</u> | \$0.05 | <u>\$0.20</u> | <u>\$35.86</u> |
| COMMERCIAL GLASS & METAL SETTER: (a) | | | | | | | | | | |
| July 1, 2008 | <u>\$23.39</u> | <u>\$2.10</u> | \$3.65 | <u>\$1.75</u> | <u>\$0.70</u> | <u>\$0.72</u> | \$0.40 | \$0.05 | \$0.25 | <u>\$33.01</u> |
| July 1, 2009 * | <u>\$24.44</u> | <u>\$2.20</u> | \$3.65 | \$1.75 | \$0.70 | \$0.72 | \$0.40 | \$0.05 | <u>\$0.35</u> | <u>\$34.26</u> |
| July 1, 2010 * | <u>\$25.31</u> | <u>\$2.28</u> | <u>\$4.00</u> | <u>\$1.85</u> | <u>\$0.60</u> | \$0.72 | <u>\$0.50</u> | \$0.05 | <u>\$0.20</u> | <u>\$35.51</u> |
| COMMERCIAL GLASS & METAL SETTER: (b) | | | | | | | | | | |
| July 1, 2008 | <u>\$22.90</u> | <u>\$2.06</u> | \$3.65 | <u>\$1.75</u> | <u>\$0.70</u> | <u>\$0.72</u> | \$0.40 | \$0.05 | \$0.25 | <u>\$32.48</u> |
| July 1, 2009 * | <u>\$23.95</u> | <u>\$2.16</u> | \$3.65 | \$1.75 | \$0.70 | \$0.72 | \$0.40 | \$0.05 | <u>\$0.35</u> | <u>\$33.73</u> |
| July 1, 2010 * | <u>\$24.83</u> | <u>\$2.23</u> | <u>\$4.00</u> | <u>\$1.85</u> | <u>\$0.60</u> | \$0.72 | <u>\$0.50</u> | \$0.05 | <u>\$0.20</u> | <u>\$34.98</u> |
| COMMERCIAL GLAZIER LEVEL #1 | | | | | | | | | | |
| July 1, 2008 | <u>\$20.03</u> | <u>\$1.80</u> | \$3.65 | <u>\$1.75</u> | <u>\$0.70</u> | <u>\$0.72</u> | \$0.40 | \$0.05 | \$0.25 | <u>\$29.35</u> |
| July 1, 2009 * | <u>\$21.08</u> | <u>\$1.90</u> | \$3.65 | \$1.75 | \$0.70 | \$0.72 | \$0.40 | \$0.05 | <u>\$0.35</u> | <u>\$30.60</u> |
| July 1, 2010 * | <u>\$21.95</u> | <u>\$1.98</u> | <u>\$4.00</u> | <u>\$1.85</u> | <u>\$0.60</u> | \$0.72 | <u>\$0.50</u> | \$0.05 | <u>\$0.20</u> | <u>\$31.85</u> |
| COMMERCIAL GLAZIER LEVEL #2 | | | | | | | | | | |
| July 1, 2008 | <u>\$13.12</u> | <u>\$1.18</u> | \$3.65 | <u>\$1.75</u> | <u>\$0.70</u> | <u>\$0.72</u> | \$0.40 | \$0.05 | \$0.25 | <u>\$21.82</u> |
| July 1, 2009 * | <u>\$14.17</u> | <u>\$1.28</u> | \$3.65 | \$1.75 | \$0.70 | \$0.72 | \$0.40 | \$0.05 | <u>\$0.35</u> | <u>\$23.07</u> |
| July 1, 2010 * | <u>\$15.05</u> | <u>\$1.35</u> | <u>\$4.00</u> | <u>\$1.85</u> | <u>\$0.60</u> | \$0.72 | <u>\$0.50</u> | \$0.05 | <u>\$0.20</u> | <u>\$24.32</u> |

* For years 2009 & 2010, increase of \$1.25 or CPI + 1% to a maximum of 4%, whichever is greater.

Amendment #4 – July 1, 2009
Amendment #10 – July 1, 2010

Assist mechanic or glazier in whatever capacity is required. Recommendations for advancement to be submitted by lead hand or charge hand.

1st six (6) months of employment - *\$10.40

Glass & Metal Setter Helpers Level #2 shall only be hired when all Glass & Metal Setter Helper Level #1 employees, as set forth on a list dated September 1, 1990 provided to the CLRA by the Union, are employed.

In addition to the above hourly rates, the employer shall pay the amounts set out in the Vacation Pay, Holidays with Pay and Designated Holidays, Pension Plan, Benefit Plan, Training & WHMIS Fund, Consolidated Fund, Organizing Fund, Political Action Fund provisions of this Appendix. In addition, the Union Administration Fund shall be deducted as set out in that provision.

UNION ADMINISTRATION FUND:

The employer agrees to remit twenty-five cents (\$0.25) per hour paid **and effective July 1, 2009, thirty-five cents (\$0.35) per hour paid and effective July 1, 2010, twenty cents (\$0.20) per hour paid** for each employee and remit same in accordance with Article 27 of the main Agreement together with a list of all employees and their Social Insurance Numbers. The wage rates have been reduced by a sum equal to the amount remitted.

The employers may require the employee to work temporarily in a category to which he does not belong, but in such cases, his rate of wages shall be at his regular rate.

Where a change is granted at the request of an employee, he shall be paid at the rate of his new classification.

Notwithstanding the wage rates stipulated herein, there shall be no decrease in the wages of any employee while he remains in the same classification, should his actual wage rate be in excess of the wage rate stipulated for his classification.

The employer shall review the classifications of employees on a fair and reasonable basis every twelve (12) months.

PURPOSE:

The purpose of the present agreement is to establish terms and conditions of employment respecting the employees of the employer engaged in the construction industry on Cape Breton Island and to provide procedure for collective bargaining and the prompt and equitable disposition of grievances and for the maintenance of mutually satisfactory working conditions.

Amendment #4 – July 1, 2009
Amendment #10 – July 1, 2010

UNION RECOGNITION:

The CLRA, under this Agreement, recognizes the Union as the sole collective bargaining agent for all employees included within the classifications listed in this Agreement, save and except Executive Officers, office staff, sales staff, Foremen and those above the rank of Foreman, watchmen and all those persons automatically excluded by the Trade Union Act.

JURISDICTION:

The present Agreement covers all work normally performed by employees in the glass industry and without limiting the generality of the foregoing more particularly to the work hereinafter prescribed.

The setting, removal, cutting, preparing or handling of Art Glass, Prism Glass, Window Glass, Leaded Glass, Bevelled Glass, Automobile Glass, Protection Glass, Plate Glass, Mirrors of all Types, Wired Glass, Ribbed Glass, Ground Glass, Coloured Glass, Figured Glass, Vitrolite, Carrara, Spandrel, Panels and all other types of Opaque Glass, Glass Chalkboards, Structural Glass, Tempered Glass, Laminated Glass, Thiokol, Neoprene and all other types of sealants, all types of glass cements, and all types of insulating glass units, all plastics and similar materials when used in place of glass to be set or glazed with putty, moulding, rubber, lead and all types of mastics in wood, masonry, wood, iron, aluminium, or sheet metal sashes, skylights, doors, frames, wall cases, show cases, sideboards, partitions and fixtures.

The foregoing including the fabrication, manufacturing and/or temporary or permanent installation of the above materials either in the shop or at job site, as well as the fabricating, the manufacturing and/or the installation (glass) and/or one of the aforementioned is an integral part of the product finished by the same employer, rolled or fabricated metals or of any materials that replace or reinforce same, metal tubes, mullions, metal or other facing materials, mutins, fascia trim, mouldings, porcelain panels, architectural porcelain, plastic or glass panels and related materials, including all those in the installation and erection of storefronts, curtain walls or doors moving or fixed, door frames, windows moving or fixed, window frames, skylights, bathtub enclosures and storm sashes where the glass becomes an integral part of the finished product.

Bevelling, scratch polishing, sand blasting, flat glass wheel cutting, mitre cutting, tempering, engraving, hole drilling, operation of belt machines and of all the machines used in the processing and the assembling of glass, related materials and metals, automatic bevelling, silvering, grinding, polishing, unpacking and racking of glass, related materials and metals, packing glass, glass cleaning, mirror cleaning, and stripping and all fabricating, manufacturing, assembling and framing of all insulating units, mounting of mirrors and the operation of all machinery, equipment and tools for these operations.

UNION SECURITY AND CHECK-OFF:

When employees are required, the employer shall request the Union to furnish competent and qualified workmen, and the Union shall supply, when available, competent and qualified workmen, as requested. Preference will be given to permanent Union residents from the local geographical area who possess the necessary skills and qualifications. If, after a period of forty-eight (48) hours, excluding Saturdays, Sundays and Holidays, as contained herein, the Union is unable to supply the quantity of competent, qualified workmen as requested, the employer may procure such men elsewhere.

Each and every new employee of the Company shall, within thirty (30) days of his hiring become a member of the Union as an essential condition of his employment and of the continuance thereof.

Any employee who is or becomes a member of the Union must, as a condition of employment, remain a member during the terms of this contract and any renewal thereof.

A sub-contractor working under this Agreement who is not under Agreement with Local Union 1945 shall request the Union to furnish competent and qualified workmen for all the work covered by this Agreement, and the Union shall supply, when available, such competent and qualified workmen as requested. If after a period of forty-eight (48) hours, excluding Saturdays, Sundays and Designated Holidays as contained herein, the Union is unable to supply the competent and qualified workmen as requested, then the sub-contractor may procure such men elsewhere. Sub-contractors who are under Agreement with Local Union 1945 shall proceed pursuant to Article 4, paragraph 4.01 of this Agreement.

The employer agrees to deduct the amount certified by the Union as dues. The amounts deducted shall be remitted by the employer on the forms provided by the Union, to the Union, during the third week of each month. The Union shall notify each employer in writing, the amount of the dues to be deducted by the employer.

The monies collected under paragraph 4.04 herein, shall be remitted monthly by cheque to the order of the Union, within fifteen (15) days of any and all deductions.

SUBSISTENCE:

ARTICLE 15 - Subsistence of the Master Agreement shall be modified to read:

- (1) There shall be a free zone for employees working within a forty (40) kilometre radius of the Sydney Court House. This free zone will apply to (and only to) employees living and working within this zone.
- (2) There shall be a free zone of forty (40) kilometres around the jobsite. Travel and subsistence will not apply to employees travelling and working within this zone. This shall apply to all employees not covered in (1).
- (3) Transportation allowance shall apply to road mileage travelled by an employee from his permanent place of residence to the outside limit of a jobsite free zone as set out in Article 15(2) up to a maximum of fifty-six (56) kilometres from the free zone.

Transportation mileage allowance shall be paid two (2) ways as follows ...

Fifty-two cents (\$0.52) per kilometre

Mileage measurements shall be based on the shortest normally travelled route.

- (4) Employees working on a jobsite and maintaining a permanent place of residence which is ninety-six (96) kilometres from the jobsite (normal travelled route) shall receive Board Allowance in place of mileage allowance as follows ...

| | July 1, 2008 | July 1, 2009 | July 1, 2010 |
|--------|---------------------|---------------------|---------------------|
| 5 X 8 | <u>\$75.00</u> | <u>\$80.00</u> | <u>\$85.00</u> |
| 4 X 10 | <u>\$93.75</u> | <u>\$100.00</u> | <u>\$106.25</u> |

- (5) When an employee is instructed to move from shop to job, job to job, or from job to shop within the working day, transportation shall be provided or paid for by the employer, or when the employee uses his own vehicle at the employer's request, he shall be paid mileage allowance as set forth in (3).

Travelling time shall be paid for such travel within the working day.

- (6) Where public transportation is authorized by the employer, (employer pays fare) or where the employer provides transportation to the job site, in either case, travelling time shall be paid by the employer where such time spent in travelling is in addition to the regular working hours.

- No employee shall be compelled to use his own vehicle to transport materials to or from the job site

- (7) **BOARD:**

Where required by the employer to board overnight or any length of time, adequate board authorized by the employer will be paid for by the employer. Transportation shall be provided or paid for by the employer or, where an employee uses his own vehicle at the employer's request, he shall be paid the mileage allowance set forth in Article 15(3). Travelling time shall be paid for at the rate of single time to a maximum of eight (8) hours in any one day.

CONSOLIDATED FUND:

The employer shall remit per hour, for each hour paid, for the employee a sum in accordance with Article 3A of the Collective Agreement, i.e. a total of seventy-two cents (\$0.72) for the Consolidated Fund to:

The Administrator
Cape Breton Island Building & Construction Trades Council
238 Vulcan Avenue
Sydney, Nova Scotia
B1P 5X2

STEWARDS - GRIEVANCE COMMITTEE:

The employer accepts the appointment, by its employees who are members of the Union, of a General Shop Steward and of Department Stewards, not exceeding five (5) in all, as may be mutually agreed upon.

Stewards must be regular employees of the employer, at least twenty-one (21) years of age and with at least twelve (12) months service with the Company.

The grievance committee must consist of the general shop steward as Chairman, the Steward of the department involved and one (1) other Steward.

If there should be only one (1) steward appointed for the whole plant, he shall be called the "Shop Steward" and shall himself perform for the plant the duties stated in this Agreement as those of a grievance committee.

The employer undertakes to instruct all members of its supervisory staff to co-operate with the Steward or Stewards in the carrying out of the terms and requirements of this Agreement.

The Union undertakes to instruct its Officers, Stewards and members to co-operate with the employer and all persons representing the employer in any supervisory capacity.

The employer undertakes to advise all new employees, subject to this Agreement, of the provisions regarding the check-off of Union dues as stipulated in this Agreement.

The Union undertakes to supply the employer with the names of its duly elected officers and representatives appointed to perform any act in connection with this Agreement, and the employer undertakes to supply the Union with the names of all its Foremen, Supervisors, Superintendents and other Officers of the employer who may be called upon to perform an act in connection with this Agreement and to set out, along with such names, their titles in such a manner as to indicate the nature and extent of their authority.

The privileges of the Stewards to leave their work without loss of basic pay to attend to Union business is granted, provided that:

- 1) Such Business must be between the Union and the employer. Employees having grievances cannot discuss these with the Steward in working hours, except in the case of a discharged employee.
- 2) The time shall be devoted to the prompt handling of Union Business.
- 3) The Steward concerned shall obtain the permission of the Foreman concerned before leaving his work.
- 4) The time away from productive work shall be reported in accordance with the time-keeping methods of the department in which the Steward is employed.
- 5) The employer reserves the right to limit such time, if it deems the time so taken to be excessive.

GRIEVANCE PROCEDURE (UNION GRIEVANCE):

Any matter relating to or involving:

- (a) The interpretation, meaning, application or administration of the Collective Agreement or any provisions of the Collective Agreement.
- (b) A violation or an allegation of a violation of the Collective Agreement.
- (c) Working conditions; or
- (d) A question whether a matter is arbitrable may be the subject of a grievance.

Procedure:

- (1) Any such matter constituting a grievance must be filed in writing with the employer within seven (7) working days excluding Saturday, Sunday, and Designated Holidays of the occurrence of the event giving rise to the grievance. If such grievance is not filed within this period, it shall be considered settled.
- (2) The grievance must be filed and discussed with the employer's Labour Relations Officer or his Representative on the project.
- (3) Failing settlement with the Labour Relations Officer or his Representative on the project, the grievance may then be settled in the manner provided by Section 107 of the Trade Union Act, Chapter 311, R.S.N.S. 1967, amended.

GRIEVANCE PROCEDURE (MANAGEMENT GRIEVANCE):

Any matter relating to or involving:

- (a) The interpretation, meaning, application or administration of the Collective Agreement or any provisions of the Collective Agreement.
- (b) A violation or an allegation of a violation of the Collective Agreement.
- (c) Working conditions; or
- (d) A grievance concerning health or safety shall be referred directly to the employer and to the Business Manager.
- (e) A question whether a matter is arbitrable may be the subject of a grievance.

Procedure:

- (1) Any such matter constituting a grievance must be filed in writing with the Business Manager within seven (7) working days of the occurrence of the event, giving rise to the grievance. If such grievance is not filed within this period, it shall be considered settled.
- (2) The grievance must be filed and discussed with the Business Manager or Union Representative on the project.
- (3) Failing settlement, the grievance may then be settled in the manner provided by Section 107 of the Trade Union Act, Chapter 311, R.S.N.S. 1967, amended.

ARBITRATION:

The Arbitrator shall not have the power to alter, vary, modify or amend any of the provisions of this Agreement, or to substitute any provisions for any of the provisions of this Agreement nor render a decision inconsistent therewith.

The decision of the Arbitrator is to be complied with, within fifteen (15) days of receipt by the Parties.

VACATION PAY:

A vacation allowance of nine percent (9%) shall be paid to each workman. Payment of such vacation allowance shall be made weekly or annually as agreed by a majority of employees (Local Union 1945 members) and the employer. Employees with twenty (20) years of service in the trade in Nova Scotia will receive a vacation allowance of ten percent (10%).

The employer agrees that employees covered by this Agreement shall be entitled to take a vacation yearly not to exceed three (3) weeks' duration. Employees with twenty (20) years or more employment shall be entitled to take a vacation yearly not to exceed four (4) weeks' duration. The employer and the employees shall mutually agree on the time that the employees take such vacation.

SENIORITY:

Provided that in the judgement of the employer (which judgement shall not be exercised in an arbitrary or unfairly discriminatory manner) the employees are of equal skill, competency and efficiency and subject to the limitations set out hereunder, the last employee hired shall, in the case of lay-off, be the first laid off and the last laid off, shall be the first re-hired.

In the event of a lay-off, if a senior employee wishes to transfer to another job, and the employer feels, after discussion with the Union Committee, that his skill, competency and efficiency are sufficient to justify the transfer, arrangements for such transfer will be made whenever possible.

In the hiring of new employees, preference shall be given to those former regular employees who have applications for re-employment on file. This preference will be given subject to the same conditions respecting skill, competency and efficiency as in paragraph 10.02.

In all promotions, preference shall be given to those employees having the longest service, provided always that the employees in question are, in the judgement of the employer, (which judgement shall not be exercised in an arbitrary or unfairly discriminatory manner), of equal skill, competency and efficiency. Promotions to occupations outside the bargaining unit shall not be subject to the grievance procedure nor to this Agreement.

An employee shall be considered temporary for the first three (3) months and will have no seniority rights during that period. After three (3) months service, he shall become a regular employee and his seniority shall date back to the day on which he was hired.

Seniority shall be lost in the following cases:

- (1) Voluntary resignation.
- (2) Absence from work without justification and without leave for more than three (3) consecutive days.
- (3) If the employer has discharged the employee for just cause.
- (4) For any absence exceeding six (6) months except if such absence is the result of certified sickness in which case loss of seniority shall take place only after one (1) year's absence.
- (5) Failure to return to work, after a lay-off, within four (4) days after the written notice addressed to the employee for this purpose by the employer.
- (6) Seniority, as referred to in this Agreement, is departmental however, when practicable, plant-wide seniority may be employed by the employer after discussing the matter with the Union Business Agent.

LEAVE OF ABSENCE AND BEREAVEMENT LEAVE:**FOR UNION WORK:**

The employer will grant leave of absence without pay to not more than three (3) employees to attend Union Conventions and Conferences, provided that, in the opinion of the employer this shall not interfere with the efficient operations of the plant.

BEREAVEMENT LEAVE:

Upon demise of his wife, or his child, or his father or his mother, an employee shall be entitled to three (3) consecutive (calendar) days of absence. Work days occurring during these three (3) days shall be paid on the basis of eight (8) hours at the regular rate.

SAFETY AND HEALTH:

The employer and the employee shall comply with the Nova Scotia Occupational Health & Safety Act in addition to those rules established by the employer. The Union agrees to help the employer maintain the proper observance of all safety and health rules.

If the employee feels the equipment he is to use is unsafe, it shall be the duty of the Shop Steward and Foreman to examine the equipment and to report any defect to the Management.

The employer shall supply First Aid Kits to each group of employees going out on jobs and all Company trucks shall carry a First Aid Kit.

If an employee sustains an accidental injury during working hours, and has to receive off-site medical attention, the employee will receive four (4) hours pay if the injury occurs during the first half of the shift or eight (8) hours pay if the injury occurs during the second half of the shift.

MANAGEMENT RIGHTS:

The Union acknowledges that it is the exclusive function of the employer to hire, promote, demote, transfer, lay-off, re-classify and suspend employees, and also the right of the employer to discipline or discharge any employee for cause, provided a claim by an employee, who has acquired seniority, that he has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as provided herein.

The Union further recognizes the right of the employer to operate and manage its business in all respects in accordance with its commitments and responsibilities. Thus the location of the plant, the products to be distributed or manufactured, the schedules of handling production, the methods, process and means of same and the right to decide on the number of employees needed from time to time are solely and exclusively the responsibility of the employer. The employer also has the right to make and alter from time to time rules and regulations to be observed by employees but, before altering any such rules, it will give the Union Grievance Committee an opportunity to make representations thereon. The employer agrees that these functions will be exercised in a manner which will not conflict with this Agreement.

Without limiting the generality of the foregoing provisions, it is expressly understood and agreed that inattention to work, incompetency, insubordination or a serious breach of any of the plant rules and regulations shall be conclusively deemed to be sufficient cause for the dismissal of an employee. Nothing herein contained shall be deemed to prevent an employee from lodging a grievance in accordance with the procedure set down in Article 6 herein, to determine whether or not any such breach took place.

NO STRIKES - NO LOCKOUTS:

The Union agrees that, during the life of this contract, there will be no strikes, slowdowns or stoppages of work, either complete or partial, and the employer agrees that there will be no lockout.

The employer shall have the right to discharge or otherwise discipline employees who take part in or instigate any strike, slowdown or stoppage, without prejudice to all other recourses.

The Union further agrees that it will not involve any employee of the employer itself in any sympathy strike.

The Union, by one of its International Officers or by its General President, shall, upon request by the employer, repudiate any strike or any other concerted cessation of work whatsoever, by any group or number of employees, that takes place during the lifetime of this Agreement and shall declare that any picket line set up in connection therewith is illegal and not binding on the members of the Union, such repudiation and declaration shall be communicated to the employer in writing within twenty-four (24) hours of the employer's request.

PREMIUMS:

To any employee active as lead hand for more than three (3) men, a premium of twenty-five cents (\$0.25) per hour.

To any employee while working on any stage from forty (40') to fifty (50') feet, a premium of twenty-five cents (\$0.25) per hour shall be paid. For heights over fifty (50') feet, an additional premium of one cent (\$0.01) per foot per hour shall be paid.

HOLIDAYS WITH PAY AND DESIGNATED HOLIDAYS:

Canada Day, Labour Day, and Christmas Day shall be holidays with pay for eight (8) hours at the regular rate, providing that the employee has worked on the first available working day before and the first available one following the holiday, unless otherwise authorized by his employer. For employees with twenty (20) years service in the trade in Nova Scotia, Remembrance Day shall be an additional holiday with pay.

HOURS OF WORK AND OVERTIME:

The regular work week is forty (40) hours. Working hours shall be from 7:00 a.m. to 5:00 p.m. with one (1) hour for lunch, except on construction site where half (1/2) hour will be granted for lunch.

The hours of work are herein specified and are intended only to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or of days of work per week.

If an employee works more than forty (40) hours per week, he shall be paid time and one half for each hour or portion of hour in excess of forty (40) hours. This is subject to the make-up provisions of this Article.

If an employee works more than eight (8) hours in the same day, he shall be paid time and one half (1/2x) for each hour or portion of hour exceeding eight (8) hours. This is subject to the make-up provisions of this Article.

Any work performed on Sunday or Designated Holiday shall be remunerated at double time (2x) plus holiday pay. This is subject to the make-up provisions of this Article.

Any work performed on Saturday shall be remunerated at time and one half (1/2x). This is subject to the make-up provisions of this Article.

Employees called out to work on Saturday morning and having not been notified will receive double time (2x) for all work performed subject to the make-up provisions of this Article. Employees called out on Saturday morning as replacements for absent employees in the employer's work force for work planned and notified before Saturday morning shall be paid in accordance with the paragraph immediately preceding.

On call back work or jobs, the employee shall be paid at overtime rates subject to the make-up provisions of this Article from the time he leaves until he returns thereto. The minimum payment for such work shall equal not less than four (4) hours time at the regular rates.

The employer will provide reasonable transportation to and from the job; will pay for meals and other usual and necessary expenses. If travelling time be overnight, the employer shall provide a sleeping berth and/or hotel room and employees shall be paid for travelling at standard hourly rate. Overtime work especially requested by the Company or by the owner and approved by the Company, shall be paid for at the overtime rate.

Where employees are requested to work three (3) hours or more beyond their regular quitting time, without having been notified the preceding day that they will be required to work, the Company shall supply an adequate meal. This Article shall be subject to the make-up provisions of this Article.

Where employees are requested to work beyond city limits and if not notified the day before, they shall be entitled to payment of their meals.

The Union may agree that employees who have missed time during the normal, scheduled hours of work Monday through Friday, may agree to work extra hours, including Saturdays, at the regular straight time rate of pay up to a total of forty (40) hours per week.

LAYOFF:

Layoffs and Severance Pay:

Layoffs shall occur only at 12:00 Noon and at 4:30 p.m. Upon being laid off, each employee shall receive severance pay of one (1) hour at the regular hourly rate.

WORK TOOLS:

All necessary tools required by the employee for the execution of the employer's work shall be supplied by the employer. The employee is expected to take due care in the proper use and storage of such tools, which will be re-supplied to the employees at the employer's expense only upon reasonable demand and in accordance with the provisions of the next two paragraphs.

When destruction or loss of tools is due to evident misuse or inexcusable carelessness on the part of the employee; or when the employee seems habitually to call for replacement of tools in less than a reasonable time for tools wear and tear, the tools shall be replaced at the expense of the employee, with a reasonable allowance for a used tool with a new tool equally suitable for the work.

In addition, the employee shall sign a recovery document when the employer supplies tools to each employee. In the event that the employee fails to return all such tools supplied to him by the employer as listed on the recovery document or returns such tools in a condition inconsistent with normal wear and tear the cost of the employer's tools not returned by the employee shall be deducted from the employee's wages.

In any case where an employee objects to renewing or replacing tools because of loss or misuse; or too frequent requests of employees for replacement, he shall discuss the objection with the Shop Steward with the view of reaching a mutually satisfactory decision.

I.U.P.A.T. ATLANTIC PROVINCES BENEFIT TRUST FUND:

The Parties hereto agree to contribute to the Welfare Fund as follows:

- (a) The Trust Document under which the fund is controlled shall provide for equal trustees in number and authority appointed by each of the Parties thereto.
- (b) The employer shall make contributions at the rate of one dollar and seventy-five cents (\$1.75) per hour for each hour worked **and effective July 1, 2010, one dollar eighty-five cents (\$1.85) per hour for each hour worked** in accordance with Article 27.

I.U.P.A.T. District Council 39 Fund
95 Simmonds Drive
Dartmouth, Nova Scotia
B3B 1N7
Phone: (902) 450-5068
Fax: (902) 450-1065

- (c) It is agreed that provisions for an increase in the Welfare Fund will be implemented if so desired by the Union, with the employer contribution to be deducted from the wage rates contained herein, provided the employer receives sixty (60) days notice of such change.
- (d) Neither the Union nor the CLRA shall incur any legal liability with regard to claims arising from the Welfare Fund.

Amendment #10 – July 1, 2010

I.U.P.A.T. UNION AND INDUSTRY PENSION FUND (CANADA):

1. (a) Commencing for the duration of the Agreement, and any renewals or extension thereof, the employer agrees to make payments to the I.U.P.A.T. Union and Industry Pension Fund for each employee covered by this Agreement, as follows:
 - (b) Each hour or portion thereof for which an employee receives pay, the employer shall make a contribution of three dollars and sixty-five cents (\$3.65) **and effective July 1, 2010, four dollars (\$4.00)** shall be paid to the Fund.
 - (c) For the purpose of this Article, each hour paid for and other hours for which pay is received by the employee in accordance with the Agreement, shall be counted as hours for which contributions are payable.
 - (d) Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to, Apprentices, trainees, and probationary employees.
 - (e) The payments to the Pension Fund required above shall be made to the I.U.P.A.T. Union and Industry Pension Fund, which was established under an Agreement and Declaration of Trust, dated April 1, 1967. The employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as amended from time to time, as though he had actually signed the same.
2. The employer hereby irrevocably designates as its representatives on the Board of Trustees such Trustees as are now serving, or who will in future serve, as employer Trustees, together with their successors. The employer further agrees to be bound by all actions taken by the Trustees pursuant to the said Agreement and Declaration of Trust, as amended from time to time.
3. All contributions shall be made at such time and in such manner as the Trustees require; and the Trustees may at any time conduct an audit in accordance with Article VI, Section 6 of the said Agreement and Declaration of Trust.
4. If an employer fails to make contributions to the Pension Fund within twenty (20) days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provision thereof to the contrary notwithstanding, and the employer shall be liable for all costs of collection of the payments due together with attorney fees and such penalties as may be assessed by the Trustees. The employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no-strike" clause which may be provided or set forth elsewhere in this Agreement.
5. The Pension Plan adopted by the Trustees shall at all times conform with the requirements of Revenue Canada so as to enable the employer at all times to treat contributions to the I.U.P.A.T. Union and Industry Pension Fund as a deduction for income tax purposes.
6. Contributions shall be in accordance with Article 27 of the Master Agreement.

Amendment #10 – July 1, 2010

I.U.P.A.T ATLANTIC PROVINCES JOINT APPRENTICESHIP & TRAINING FUND AND WHMIS TRAINING FUND:

The Parties to this Agreement have agreed pursuant to the Trust Document dated May 2001 to the establishment of the IUPAT Atlantic Provinces Joint Apprenticeship & Training Fund and WHMIS Training Fund.

1. The Trust Document under which this Fund is governed shall provide for Trustees equal in numbers and in authority appointed by each of the parties thereto.
2. The Board shall meet at least three (3) times annually and shall elect a Chairman and a Secretary, one of whom at all times shall be an employer nominated Trustee and a Union Trustee.

The employer shall contribute ten cents (\$0.10) per hour worked to the WHMIS Training Fund, and the Union shall ensure that all referrals from the hall are in possession of a current WHMIS certificate. The Union shall provide such WHMIS training as may be necessary. The fund shall be monitored, and any excess funds shall be applied to related safety training or to skills training as may be agreed to between the Union and the CLRA. Contributions to this fund shall be in accordance with Article 27 of the Master Agreement.

The Joint Trade Boards Terms of Reference Shall Include:

1. The encouragement and promotion of an Apprenticeship Training and Journeyman Upgrading Program in all craft sectors represented by the Collective Agreement.
2. The development and submission of draft legislation that may promote the industry.
3. Development and implementation of trade specific health and safety programs.
4. Other issues of mutual concern to the Parties that promote and enhance the industry. The Board is authorized to seek and obtain funding and grants from government agencies, etc. that may assist in implementing their policies.
5. Specifically excluded from the Board's duties is the processing or settlement of grievances.
6. The employer agrees to contribute the sum of seventy cents (\$0.70) and effective July 1, 2010, the sum of sixty cents (\$0.60) (which includes ten cents (\$0.10) to the WHMIS Training Fund) for each hour worked by each employee to the I.U.P.A.T. Atlantic Provinces Joint Apprenticeship & Training Fund and WHMIS Training Fund created by Trust Agreement. Included in these funds shall be the required contributions to the I.U.P.A.T. Labour Management Corporation Initiative and the I.U.P.A.T. Joint Apprenticeship & Training Fund and WHMIS Training Fund. Contributions shall be remitted in accordance with Article 27 of the Master Agreement.

Amendment #10 – July 1, 2010

7. The Joint Apprenticeship & Training Fund Committee is authorized by both parties to this Agreement to establish rules and guidelines for Apprentices and Journeyperson upgrading in all facets of trades and safety training including the authority to alter and amend the published rates in this Agreement, provided they are exceeded and are also authorized to designate certain certifications as compulsory as a condition of future employment. The foregoing or any other matter can be changed on the Agreement of the Parties.

ORGANIZING FUND:

Employers signatory to this Agreement shall deduct and remit the sum indicated per hour paid for each employee and remit as per Article 27 of the Master Agreement, the third week of each month. The hourly wage rates printed herein have been reduced by a sum equal to the amount remitted.

Forty cents (\$0.40) and effective July 1, 2010, fifty cents (\$0.50)

POLITICAL ACTION FUND:

The employer will remit five cents (\$0.05) per hour from each employee in accordance with Article 27. The Administrator will forward amounts received to the Local Union monthly and the Local Union shall forward to the I.U.P.A.T. Canadian Conference Political Action Fund the amounts required as per the Trust Agreement of the fund and as amended from time to time.

SMALL JOBS:

A Contractor may bid on a trade tender job with no subcontracts involved to a maximum dollar value of fifteen thousand dollars (\$15,000.00). There shall be no other trades involved with this project.

A General Contractor employing sub-Contractors that are under the Collective Agreement with appropriate Building Trades Council Unions, may bid a tender to a maximum dollar value of one hundred and fifty thousand dollars (\$150,000.00).

Employees shall be paid eight-five (85%) percent of the current hourly rates as set forth in this Appendix. All benefits, Health and Welfare, Consolidated Fund, as well as Vacation and Holiday pay established in this Agreement shall be paid. In no event, shall the Apprentice Wage Rate be less than seven dollars and fifty cents (\$7.50) per hour. All other terms and conditions of the Glazier Agreement will apply.

This Article shall not apply to jobs listed in Article 1A.01 part (A) of the Industrial Collective Agreement.

On such projects the employer must show the total tender value is less than one hundred and fifty thousand dollars (\$150,000.00).

The above clause shall be for the duration of the Glazier Agreement only and shall be terminated by either party if so desired at the next negotiations.

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Repair and Renovation:

The provisions of this Article shall also apply to repair and renovation jobs with a tender value of forty thousand dollars (\$40,000.00) (man hours, material).

IN WITNESS WHEREOF the Parties have Executed this Collective Agreement at Sydney, Nova Scotia, on this 19th day of September, 2008.

SIGNATORIES

FOR THE EMPLOYER

FOR THE UNION

ALLAN STAPLETON

WILFRED JARVIS

GREIG MACLEOD