

APPENDIX NO. 9 - PAINTERS - INDUSTRIAL**BETWEEN****NOVA SCOTIA CONSTRUCTION LABOUR RELATIONS ASSOCIATION LIMITED**(hereinafter referred to as the "CLRA")

- AND -

INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES**LOCAL 1945**

(hereinafter referred to as the "Union")

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

PAINTER JOURNEYMAN										
Effective Date	Hourly Rate	V & H 9%	Pension	Benefit	Training & WHMIS	<u>Consol. Fund</u>	Org. Fund	Pol. Fund	Union Admin Fund	Total Pkg
July 1, 2008	<u>\$31.38</u>	<u>\$2.82</u>	\$3.65	\$1.75	\$0.70	\$0.72	\$0.40	\$0.05	\$0.25	<u>\$41.72</u>
July 1, 2009 *	<u>\$32.43</u>	<u>\$2.92</u>	\$3.65	\$1.75	\$0.70	\$0.72	\$0.40	\$0.05	<u>\$0.35</u>	<u>\$42.97</u>
July 1, 2010 *	<u>\$33.30</u>	<u>\$3.00</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>\$44.22</u>

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

In addition to the above 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.

Correction #1 – July 1, 2008
Amendment #4 – July 1, 2009
Amendment #9 – July 1, 2010

APPRENTICE RATES:**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	60%	\$17.46	\$1.57	\$3.65	\$1.75	\$0.70	\$0.72	\$0.40	\$0.05	\$0.25	\$26.55
2nd	65%	\$19.19	\$1.73	\$3.65	\$1.75	\$0.70	\$0.72	\$0.40	\$0.05	\$0.25	\$28.44
3rd	75%	\$22.66	\$2.04	\$3.65	\$1.75	\$0.70	\$0.72	\$0.40	\$0.05	\$0.25	\$32.22
4th	80%	\$24.37	\$2.19	\$3.65	\$1.75	\$0.70	\$0.72	\$0.40	\$0.05	\$0.25	\$34.08
5th	90%	\$27.84	\$2.51	\$3.65	\$1.75	\$0.70	\$0.72	\$0.40	\$0.05	\$0.25	\$37.87
6th	100%	\$31.38	\$2.82	\$3.65	\$1.75	\$0.70	\$0.72	\$0.40	\$0.05	\$0.25	\$41.72
Effective Date: July 1, 2009 *											
1st	60%	\$18.06	\$1.62	\$3.65	\$1.75	\$0.70	\$0.72	\$0.40	\$0.05	\$0.35	\$27.30
2nd	65%	\$19.84	\$1.79	\$3.65	\$1.75	\$0.70	\$0.72	\$0.40	\$0.05	\$0.35	\$29.25
3rd	75%	\$23.43	\$2.11	\$3.65	\$1.75	\$0.70	\$0.72	\$0.40	\$0.05	\$0.35	\$33.16
4th	80%	\$25.19	\$2.27	\$3.65	\$1.75	\$0.70	\$0.72	\$0.40	\$0.05	\$0.35	\$35.08
5th	90%	\$28.79	\$2.59	\$3.65	\$1.75	\$0.70	\$0.72	\$0.40	\$0.05	\$0.35	\$39.00
6th	100%	\$32.43	\$2.92	\$3.65	\$1.75	\$0.70	\$0.72	\$0.40	\$0.05	\$0.35	\$42.97
Effective Date: July 1, 2010 *											
1st	60%	\$18.47	\$1.66	\$4.00	\$1.85	\$0.60	\$0.72	\$0.50	\$0.05	\$0.20	\$28.05
2nd	65%	\$20.31	\$1.83	\$4.00	\$1.85	\$0.60	\$0.72	\$0.50	\$0.05	\$0.20	\$30.06
3rd	75%	\$24.02	\$2.16	\$4.00	\$1.85	\$0.60	\$0.72	\$0.50	\$0.05	\$0.20	\$34.10
4th	80%	\$25.83	\$2.33	\$4.00	\$1.85	\$0.60	\$0.72	\$0.50	\$0.05	\$0.20	\$36.08
5th	90%	\$29.54	\$2.66	\$4.00	\$1.85	\$0.60	\$0.72	\$0.50	\$0.05	\$0.20	\$40.12
6th	100%	\$33.30	\$3.00	\$4.00	\$1.85	\$0.60	\$0.72	\$0.50	\$0.05	\$0.20	\$44.22

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

Correction #1 – July 1, 2008
Amendment #4 – July 1, 2009
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TRADE DEFINITION:

Four (4) sections covering the above Union:

- Painters
- Drywall
- Glass Workers
- Soft Tile and Carpet Layers

CLASSIFICATIONS (PLUS RATE):

- Spray Painter - Fifty-five cents (\$0.55)
- Sandblaster - Fifty cents (\$0.50)
- Sandblaster (pot man) - Base Rate

The above classifications are for the establishment of rates only and in no way are to be interpreted as determining jurisdiction.

UNION ADMINISTRATION FUND:

The employer agrees to remit twenty-five cents (\$0.25) per hour paid and effective July 1, 2009, to remit 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 30 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.

SUPERVISION:

- Foreman premium.....a minimum of seven percent (7%) of journeyman base and rate and holiday and vacation allowance
- From 3 to 6 employees.....1 working Foreman
- From 6 to 10 employees.....1 non-working Foreman

One (1) of the first three (3) employees will be a working Foreman

When a crew exceeds six (6) employees there shall be a non-working Foreman. After ten (10) employees the formula repeats.

- Three (3) or more Foreman.....1 General Foreman

OVERTIME:

Local 1945 shall be requested first to work all overtime.

Amendment #4 – July 1, 2009
Amendment #9 – July 1, 2010

PAID HOLIDAYS:

Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day and Good Friday.

SHIFT DIFFERENTIAL:

Employees working on the second and third shift shall be paid a shift differential of fifteen percent (15%).

SPECIAL RATES:

50 to 74 feet Thirty cents (\$0.30) above regular hourly rate
75 to 99 feet Seventy cents (\$0.70) above regular hourly rate
100 to 149 feet One dollar twenty cents (\$1.20) above regular hourly rate
150 feet & above One and one-half cents (1½¢) per hour above the regular hourly rate per
foot above 149 feet

PROTECTIVE CLOTHING:

Rain gear, as required, will be supplied by the employer.

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

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

When toxic fumes are present (fibreglass coating, epoxy, etc.) then proper respirator and/or compressor equipment must be supplied, suitable for conditions at hand.

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.

The employer may request through the Union qualified available workmen in good standing with the Union who had previously been on the payroll for six (6) months and who are being called back within thirty (30) working days of termination, and such men may be supplied at the sole discretion of the Business Agent or his authorized representative.

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 of 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.

RE-PAINT:

It is agreed that the CLRA and the Union may agree on different provisions and hours than those contained herein on Industrial 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 (1) employee off the Union out-of-work list they may direct hire one (1) 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 (1) employee from the hall is being terminated, one (1) direct hire employee will be terminated. No other employees can be hired directly if the above termination procedure has not been followed.

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 30 of the Master Agreement.

The Joint Trade Board's 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 30 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.

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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 and eighty-five cents (\$1.85) per hour for each hour worked** in accordance with Article 30.
 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.

Neither the Union nor the CLRA shall incur any legal liability with regard to claims arising from the Welfare Fund.

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 sixty-five cents (\$3.65) and effective July 1, 2010, four dollars (\$4.00) to the above named Pension 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.

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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 30 of the Master Agreement.

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 30 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).

Amendment #9 – July 1, 2010

UNIFIED REMITTANCE OF FUNDS:

- A. Pursuant to Article 30 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:
- 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
- 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.

POLITICAL ACTION FUND:

The employer will remit five cents (\$0.05) per hour from each employee in accordance with Article 30. 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

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