

**PAINTER, DRYWALL TAPER, RESILIENT FLOORING &
GLAZIERS
COLLECTIVE AGREEMENT**

MAINLAND NOVA SCOTIA

2007 - 2009

BETWEEN

CONSTRUCTION MANAGEMENT BUREAU LIMITED

(hereinafter referred to as the "Bureau")

260 Brownlow Avenue, Unit 1

Dartmouth, NS B3B 1V9

Phone: (902) 468-2283

Fax: (902) 468-3705

- AND -

**INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES
LOCAL UNION 1439**

(hereinafter referred to as the "Union")

95 Simmonds Drive

Dartmouth, Nova Scotia B3B 1N7

Phone: (902) 450-5068

Fax: (902) 450-1065

THIS AGREEMENT dated at Dartmouth, NS this 5th day of November, 2007.

EFFECTIVE DATE: May 1, 2007
EXPIRATION DATE: April 30, 2009

02501 (07)

INDEX

ARTICLE		PAGE NO.
1	PURPOSE.....	1
1A	MAJOR INDUSTRIAL PROJECTS.....	1
1B	NON MAJOR INDUSTRIAL & SHUTDOWN WORK	2
1C	RESIDENTIAL DEFINITION	2
1D	COMMERCIAL/INSTITUTIONAL NEW CONSTRUCTION	3
2	RECOGNITION	4
3	NO STRIKE - NO LOCKOUT	4
4	UNION SECURITY	5
5	STEWARDS	6
6	ACCESS TO THE JOB SITE.....	7
7	MANAGEMENT RIGHTS	7
8	DISCIPLINE.....	7
9	NORMAL HOURS OF WORK	8
10	SHIFT WORK	8
11	REPORTING TIME	9
12	CALL BACK TIME	10
13	MAKE-UP TIME.....	10
14	OVERTIME.....	10
15	VACATION AND HOLIDAY ALLOWANCE.....	11
16	DESIGNATED HOLIDAYS.....	11
17	TRAVEL AND SUBSISTENCE.....	12
18	TERMINATION OF EMPLOYMENT OR LAYOFF.....	13
19	WAGES	13
20	PAY PERIOD	13
21	SAFETY AND HEALTH	14
22	JURISDICTIONAL DISPUTES.....	15
23	GRIEVANCE PROCEDURE.....	16
24	ARBITRATION.....	17
25	WORK AFTER HOURS.....	17
26	EMPLOYER CONTRIBUTION.	18
27	WELFARE FUND.....	19
28	PAINTERS & ALLIED TRADES INDUSTRY IMPROVEMENT & ADMINISTRATION.....	20
29	POLITICAL ADMINISTRATION FUND.....	20
30A	I.U.P.A.T. UNION AND INDUSTRIAL PENSION FUND (CANADA)	21

INDEX

ARTICLE		PAGE NO.
31	APPRENTICESHIP.....	22
32	TOOL KIT	24
33	ENABLING.....	25
34	ORGANIZING FUND.....	26
35	DELINQUENT PAYMENTS.....	26
36	I.U.P.A.T. ATLANTIC PROVINCES JOINT APPRENTICESHIP AND TRAINING FUND.....	27
37	TERM OF AGREEMENT	28
38	SIGNATORIES	28

	CRAFT SCHEDULE “A”.....	29
	CRAFT SCHEDULE “B” GLAZIERS.....	36
	CRAFT SCHEDULE “C” DRYWALL.....	42
	CRAFT APPENDIX “A” RESILIENT FLOORING.....	44
	CRAFT APPENDIX “B” RESIDENTIAL DRYWALL AGREEMENT.....	45
	TRADE CLASSIFICATIONS.....	47

ARTICLE 1 - PURPOSE

1.01 The purpose of this Agreement is to establish terms and conditions of employment.

ARTICLE 1A – MAJOR INDUSTRIAL PROJECTS

DEFINITIONS

1A.01 (A) **Major Industrial Projects** shall be defined as the initial construction, or major expansion or renovation of the facilities listed below, where the initial construction or the major expansion or renovation has a total construction value (man-hours, materials and equipment) in excess of Fifty Million Dollars (\$50,000,000.00).

1. Heavy water plants
2. Oil and gas refineries
3. Pulp mills
4. Petro-chemical plants
5. Automobile manufacturing plants
6. Rubber plants (such as Michelin)
7. Steel mills
8. Metal producing facilities
9. Power generating projects
10. Ore reduction plants and Smelters

ARTICLE 1B – NON MAJOR INDUSTRIAL & SHUTDOWN WORK

1B.01 Industrial Project shall mean to include all work performed under this Agreement such as listed in subparagraph (a) below.

- (A)- Oil Refineries
- Pulp Mills
 - Chemical Plants
 - Manufacturing Plants, Processing Plants
 - Assembling Plants
 - Rubber Plants (such as Michelin)
 - Deep Sea Ports or Docks
 - Steel Mills
 - Basic Metal Producing Facilities
 - Power Plants (all types)
 - Heavy Equipment Manufacturing
 - Ore Reduction Plants
 - Construction on Mine Sites
 - Cement Plants
 - Industrial Transportation Centres
 - Construction of Shipyards
 - Coal Liquefaction Projects
 - Syn-Fuels Projects
 - Coal-Water (Carbogel) Fuel Projects
 - Fluidization Projects

The Parties agree that work within the Glazier classification shall be as contained and described in the Glazier Appendix to this Agreement.

ARTICLE 1C - RESIDENTIAL DEFINITION

1C.01 Residential painting shall be defined as single and semi-detached houses, row houses, town houses, low-rise and high-rise apartments, motels or similar structures and shall include underground parking and recreational facilities where such facilities are for the exclusive use of the residents.

ARTICLE 1D - COMMERCIAL/INSTITUTIONAL NEW CONSTRUCTION

1D.01 Commercial/Institutional (New) shall be described as work within the Scope of Work Clause of the Standard Agreement on new or renovation projects as described herein:

- (1) Stores, office buildings, schools, restaurants, law courts, filling stations, garages, hotels, banks, business offices, insurance agencies, theatres, municipal office buildings, fire stations, dairies, dry cleaners, car lots, markets, barber and beauty shops, health centres, hospitals, printing offices, depots, churches, swimming pools, recreation centres, bowling alleys, places of amusement, first aid stations, correctional facilities, funeral homes, shopping centres and other like structures or buildings not of an industrial or residential nature. This does not include offices, etc. located within plants or facilities of an industrial nature.
- (2) The term renovation shall apply where the monetary value of the painting contract on a project does not exceed 50% of the project in progress.
- (3) Where the monetary value of the painting contract exceeds 50% of the project it shall be deemed to be re-paint work and shall be covered by the Re-Paint Section.

COMMERCIAL/INSTITUTIONAL RE-PAINT:

- (a) Commercial/Institutional Re-Painting shall be described as the preparation and painting of any previously finished painted surface. It is agreed that for the purpose of determining whether a renovation project is classified as new or re-paint, a project shall be deemed to be re-paint when the monetary value of the painting contract exceeds 50% of the renovation project in progress. All other projects shall be deemed to be new construction and shall be covered by the terms and conditions of the applicable agreement for that category.
- (b) Commercial/Institutional Re-Paint Projects shall be all re-paint work performed on buildings and structures as follows:

Stores, office buildings, schools, restaurants, law courts, filling stations, garages, hotels, banks, business offices, insurance agencies, theatres, municipal office buildings, fire stations, dairies, dry cleaners, car lots, markets, barber and beauty shops, health centres, hospitals, printing offices, depots, churches, swimming pools, recreation centres, bowling alleys, places of amusement, first aid stations, correctional facilities, funeral homes, shopping centres and other like structures or buildings not of an industrial or residential nature. This does not include offices, etc. located within plants or facilities of an industrial nature.

ARTICLE 2 - RECOGNITION

- 2.01 The employer and the Bureau recognize the Union as the sole collective bargaining agent with respect to the trade for the area covered by this Agreement.
- 2.02 The Union recognizes the Bureau as the sole collective bargaining agent with respect to the trade for its members designated herein and other contractor employers covered by Accreditation Order No. 392C, dated January 29, 1976.
- 2.03 For the purpose of this Agreement, the term "employee" shall mean all hourly rated employees employed by the employer but does not include office and clerical workers; guards, watchmen; time checkers; material superintendents; technical personnel; superintendents; assistant superintendents; craft supervisors; permanent employees; or classifications above the rank of foreman as provided for in Craft Schedule; persons transporting materials, equipment or supplies from a point of origin outside the site to a destination inside the site or from a point or origin inside the site to a destination outside the site.
- 2.04 The Union agrees that equal priority in supply of employees will be given to employers who are bound by the terms and conditions as set out in this Agreement.
- 2.05 In order to bind non-Bureau employers to the provisions of this Agreement, the Union should file any letter of agreement/recognition with the Minister of Labour in accordance with Section 30 of the Trade Union Act.

ARTICLE 3 - NO STRIKE - NO LOCKOUT

- 3.01 The Union agrees that there will be no strike or other collective action which will interfere with or stop the efficient operation of work of the employer or any employer for the duration of this Agreement.
- 3.02 The employer agrees that there will not be any lockout of employees bound by this Agreement during its term.

ARTICLE 4 - UNION SECURITY

- 4.01 When workers are required, as described in Article 2, the employer shall request the Local Union to furnish competent and qualified workers in good standing and the Local Union shall supply, when available, competent and qualified workers in good standing as requested, however, the employer may request members by name from the out-of-work list provided that the member is in good standing with the Local Union. The employer shall not hire Union members directly.
- 4.02 When an employer in a Trade Division has work to be performed that is normally carried out by another Trade Division covered by this Collective Agreement and Appendices, then the employees required to do the work shall be hired pursuant to the appropriate Appendix of this Agreement.
- 4.03 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 quantity of competent, qualified workmen as requested, the employer may procure such men elsewhere. Any employee so hired shall be subject to Articles 4.11 and 4.12 of this Agreement.
- 4.04 The employer may recall 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 four (4) months of termination.
- 4.05 It is agreed that the employer has the right to transfer employees.
- 4.06 The employer will hire a fair ratio of Apprentices to Journeymen in each year of the Apprentices' classification, as per Article 31.05.
- 4.07 The employer shall not contract out or sub-contract any work covered by this Agreement to any sub-contractor or other persons unless the sub-contractor or other person is or becomes a party to this Collective Bargaining Agreement.
- 4.08 The employer agrees to deduct the amount certified by the Union as dues. The amounts deducted shall be remitted by the employer in accordance with Article 26 on the forms provided by the Administrator.
- 4.09 Should the employee be newly joining the Union, the employer agrees upon receipt of the proper form from the Union authorized by the employee, to make deductions of the I.U.P.A.T. Administration Fee in the amounts authorized by the Union.

- 4.10 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 in accordance with Article 26.
- 4.11 All Union members who report to work must furnish a Union referral slip prior to starting work. The Union, when requested, may fax referral slips directly to the employer's offices. Any employer hiring a member without a referral slip shall be in violation of this Agreement.
- 4.12 The Union shall indemnify and save the employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the employer for the purpose of complying with any of the provisions of this section, or in reliance on any list, notice of assignment furnished under any of such provisions.
- 4.13 Any employee who refuses or neglects to sign the appropriate forms, or who revokes the authorization, or who resigns his membership in the appropriate Union will be deemed to have voluntarily separated and his employment will be terminated.

ARTICLE 5 - STEWARDS

- 5.01 The Business Agent or Business Manager may appoint Job/Shop Stewards. The Steward of the Union will be an employee of the employer who is a qualified journeyman and who will perform the work of a journeyman at the journeyman's rate of pay. In addition to his duties as a journeyman he shall be permitted reasonable time to perform such of his Union duties as cannot be performed off the job. If it is necessary for the Steward to leave his work he must first obtain permission from the employer's representative on the job whenever possible. Such permission would not be unreasonably withheld. He shall assist the employer and the Union members in carrying out the provisions of this Agreement.
- 5.02 It is agreed that only one (1) Steward and one (1) alternate on each shift shall be recognized by each employer and the Union shall notify the employer in writing of the name of the Steward and his alternate.
- 5.03 Under no circumstances shall the Job Steward make any arrangements with the General Foreman, Foreman or Management that will change or conflict in any way with any section or terms of this Collective Agreement.
- 5.04 Subject to all other items and conditions of this Agreement, the Steward shall be the third (3rd) last man remaining on the job site before he is laid off, except for just cause or offences outlined in Article 8.01.

ARTICLE 6 - ACCESS TO THE JOB SITE

- 6.01 Business Representatives of the Union and International Representatives shall have access to the job site during working hours but in no case shall their visits interfere with the progress of the work.
- 6.02 Representatives of the Union must request access from the employer's representative on the job prior to entering the work area.
- 6.03 Conduct on the job site will be subject to the general regulations of the employer.

ARTICLE 7 - MANAGEMENT RIGHTS

- 7.01 Subject to the limitations and specific terms of this Agreement, the Management of the job site and the direction of the working force, including but not limited to the right to plan, direct and control operations, hire, lay off, maintain discipline and efficiency of employees, establish and enforce rules of conduct, discipline and discharge employees for proper and sufficient cause, increase or decrease the working force, determine methods and schedules of construction operation, material and equipment to be used are vested solely in the employer.

ARTICLE 8 - DISCIPLINE

- 8.01 For any and all offences other than intoxication, substance abuse, or the use of illegal drugs, insubordination, theft, fraudulent reporting of time, physical altercation and illegal work stoppage, which can be subject to immediate dismissal, the procedure shall be:
 - i First Warning.....Written notice to be issued to the employee, with a copy to the Union, by the employer's authorized representative.
 - ii Second Warning.....Written Notice of Suspension from work for up to five (5) working days, to be issued to the employee, with copy to the Union, by the employer's authorized representative. The length of suspension to be at the sole discretion of management.
 - iii Third Warning.....Managements' Discretion.
- 8.02 Employees discharged shall be advised by the employer of the cause for dismissal.
- 8.03 The employer will notify the Union in writing of all disciplinary action taken against any employee subject to this Agreement.

10

ARTICLE 9 - NORMAL HOURS OF WORK

- 9.01 The regular working week shall consist of forty (40) hours of work.
- 9.02 Eight (8) hours per normal work day (calendar day), Monday to Friday inclusive, scheduled between the hours of 7:00 a.m. and 5:00 p.m.
- 9.03 **Lunch Period:**
- The lunch period will be from 12:00 noon to 12:30 p.m. The lunch period will be measured from ceasing labour to commencement of labour.
- 9.04 **Rest Period:**
- During each normal work day, employees will be entitled to two (2) ten (10) minute paid rest periods to be scheduled and observed.
- One (1) rest period at the mid-point of the first half of the normal hours of work.
 - One (1) rest period at the mid-point of the second half of the normal hours of work.
- Rest period will be measured from ceasing work to commencement of work and will be taken at a time determined by the employer.
- 9.05 Should expediency require, the normal starting and quitting and rest periods and/or lunch period may be changed by mutual agreement between the employer and the employees on a project by project basis and a written copy of the change in normal starting and quitting and rest periods and/or lunch period will be sent by the employer to the Union's office.

ARTICLE 10 - SHIFT WORK

- 10.01 Shift work may be performed at the option of the employer.
- 10.02 When more than one (1) shift is in operation, hourly rated employees employed on the second shift and/or those employed on the third shift shall be paid a shift differential at the rate of eight (8) hours pay for seven (7) hours work.
- 10.03 Shifts shall be scheduled between Sunday midnight and Friday midnight.
- 10.04 No employee shall be compelled to work two (2) consecutive shifts.

- 10.05 Each employee shall have the right to eight (8) hours off between his scheduled shifts.
- 10.06 Employees working shifts are entitled to a lunch period, in accordance with Article 9.03 and 9.05, and rest periods in accordance with Article 9.04 and 9.05.

Split Shift:

- 10.07 Notwithstanding all of the above provisions of this Article, it is agreed that work may be scheduled between the hours of 6:00 a.m. and 9:00 p.m., so as to maximize the daylight hours. To utilize these hours the intention will be to split the shift with the first shift working eight (8) hours; or more during make-up situations and the second shift starting working during the second half, again with eight (8) hours as being the shift length except under make-up conditions. No premium normally due to shift work shall apply under this split shift situation.

ARTICLE 11 - REPORTING TIME

- 11.01 When a person is definitely hired by a qualified representative of the employer and reports to the job site for work and then is refused work for reasons other than inclement weather, he shall receive not less than two (2) hours pay at the applicable rate of wages.
- 11.02 If an employee commences work he shall be paid a minimum of two (2) hours. The employer shall endeavour to provide two (2) hours alternate employment for employees who report to work and work more than two (2) hours.
- 11.03 Any employee after being hired and reporting for work at the regular starting time and for whom no work is provided shall receive pay for two (2) hours at the applicable rate of wages, unless he has been notified not to report. The foregoing provisions shall apply to Saturday, Sunday, designated holidays and shift work at the applicable rate of pay. Employees who commence work shall receive the greater of reporting time or actual time worked.
- 11.04 Exceptions, however, shall be when strike conditions make it impossible to put such an employee to work or when stoppage of work is occasioned thereby, when conditions arise which are beyond the control of the employer or when an employee leaves work of his own accord.
- 11.05 In order to qualify for reporting time an employee must remain on the job and be available for work during the period of such reporting time.
- 11.06 The employer shall determine when weather conditions on the job are such that men shall or shall not work.

ARTICLE 12 - CALL BACK TIME

- 12.01 Every employee who after completion of his regular working hours (Monday through Friday) and who has left the job site, and is called back to work by the employer, and who is required to work outside his regular working hours, shall be paid at his applicable overtime rate, but not less than two (2) hours.
- 12.02 When an employee is called out to work by the employer on Saturday, Sunday or a designated holiday, and he commences work, regardless of when called, Article 11 shall apply.
- 12.03 Travel time if applicable will be paid.
- 12.04 The provisions of Article 12 do not apply when the employee has been called back as the result of a non-safe negligent act of the employee. In such cases, the employee will be paid at his regular straight time rate of wages for the actual hours of required attendance.

ARTICLE 13 - MAKE-UP TIME

- 13.01 Employees who have missed time during the normal scheduled hours, Monday through Friday, may by mutual agreement, work extra hours including Saturday at the regular straight time rate of pay up to a total of forty (40) hours per week.

ARTICLE 14 - OVERTIME

- 14.01 By mutual agreement between an employer and employee the employee may work up to forty-eight (**48**) hours per week at the regular straight time rate of pay.
- 14.02 All overtime on Saturday shall be at one and one-half times (1½x) the regular rate.
- 14.03 All hours worked in excess of four (**4**) hours after the regular hours of work and work on Sundays and designated holidays shall be paid for at double (2x) the straight time rate of pay for such work. (Excepting make-up hours Article 13.01).
- 14.04 Employees who are required to work in excess of two (2) hours unscheduled overtime on a normal work day, shall be provided with a meal or an allowance of eleven dollars (\$11.00), which shall be included with his pay for the pay period in which the overtime was worked.

ARTICLE 15 - VACATION AND HOLIDAY ALLOWANCE

- 15.01 A vacation and holiday allowance shall be paid to each employee in lieu of paid vacation and holidays.
- 15.02 Payment of the allowance shall be calculated and paid weekly as eight percent (8%) of gross earnings during the pay period.
- 15.03 If an employee elects to take an annual vacation, the employer and employee shall mutually agree on the time of such annual vacation.

ARTICLE 16 - DESIGNATED HOLIDAYS

- 16.01 During the period that this Agreement is in force, the following days shall be observed as Designated Holidays.

Calendar Year 2007	Day Falls On	Day Observed
Victoria Day	Monday, May 21, 2007	Monday, May 21, 2007
Canada Day	Sunday, July 1, 2007	Monday, July 2, 2007
Labour Day	Monday, September 3, 2007	Monday, September 3, 2007
Thanksgiving Day	Monday, October 8, 2007	Monday, October 8, 2007
Remembrance Day	Sunday, November 11, 2007	Monday, November 12, 2007
Christmas Day	Tuesday, December 25, 2007	Tuesday, December 25, 2007
Boxing Day	Wednesday, December 26, 2007	Wednesday, December 26, 2007
Calendar Year 2008	Day Falls On	Day Observed
New Year's Day	Tuesday, January 1, 2008	Tuesday, January 1, 2008
Good Friday	Friday, March 21, 2008	Friday, March 21, 2008
Victoria Day	Monday, May 19, 2008	Monday, May 19, 2008
Canada Day	Tuesday, July 1, 2008	Tuesday, July 1, 2008
Labour Day	Monday, September 1, 2008	Monday, September 1, 2008
Thanksgiving Day	Monday, October 13, 2008	Monday, October 13, 2008
Remembrance Day	Tuesday, November 11, 2008	Tuesday, November 11, 2008
Christmas Day	Thursday, December 25, 2008	Thursday, December 25, 2008
Boxing Day	Friday, December 26, 2008	Friday, December 26, 2008
Calendar Year 2009	Day Falls On	Day Observed
New Year's Day	Thursday, January 1, 2009	Thursday, January 1, 2009
Good Friday	Friday, April 10, 2009	Friday, April 10, 2009

- 16.02 Employees required to work on any Designated Holidays shall be paid in accordance with the overtime provisions in Article 14, for all hours worked at the request of the employer.
- 16.03 In those jurisdictions and municipalities where the first Monday in August is declared to be a Civic Holiday it shall be observed as such under the terms of this Agreement.

ARTICLE 17 - TRAVEL AND SUBSISTENCE

17.01 There shall be a free zone for employees working within a forty-five (45) kilometre radius of the Halifax County intersection of Provincial Highway, 101 and 102. Travel and subsistence allowance will not apply when travelling to and working within this free zone (17.01).

17.02 There shall be a forty-five (45) kilometre radius free zone around all projects outside the jurisdiction of Clause 17.01.

17.03a The travelling rates in Clause 17.05 shall apply to mileage travelled by the employee from his residence to the outside limit of the project free zone set out in Clause 17.02 above, up to a maximum of an eighty (80) kilometre radius from the project.

17.03b An employee shall be paid mileage allowance rates set out in Article 17.05 when the employee uses his own vehicle at the employer’s request to travel to a project zone. No mileage allowance under Article 17.05 shall be paid to the employee when the employer provides return transportation to the employee.

17.04 Once the Union has exhausted the men required from the area encompassed by Clause 17.03a above, the additional men supplied by the Union from other areas shall only qualify for Clause 17.05 mileage rates from the outside limit of the eighty (80) kilometre radius and inward as per Clause 17.03a.

17.05 Mileage allowance rates will be paid two (2) ways as follows:
May 1, 2007fifty cents (\$0.50) per kilometer

17.06 Employees who are sent to a project where accommodations are required shall have it provided by the employer after they have travelled a distance of one hundred fifteen (115) kilometres from their place of residence to the job site or the employee shall receive subsistence as follows:

May 1, 2007eighty dollars (\$80.00) per day
May 1, 2008eighty-five dollars (\$85.00) per day

Major Industrial

May 1, 2007eighty dollars (\$80.00) per day
May 1, 2008eighty-five dollars (\$85.00) per day

The employer shall decide to either provide adequate accommodations or pay the above subsistence allowance at his option.

17.07 When an employee is required to travel from one site to another during the day and is required to use his own car he shall be paid for any parking charges incurred on that day in connection with his relocating to a new job site.

ARTICLE 18 - TERMINATION OF EMPLOYMENT OR LAYOFF

Layoffs and Severance Pay:

- 18.01 Layoffs shall occur only at 12:00 noon and 5:00 p.m. or as determined by the recognized hours of work on that job site. Each employee shall be given one (1) hours notice or one (1) hours pay in lieu of such notice.
- 18.02 Employees who are laid off, quit or discharged from the service of the employer shall receive their wages and employment record of earnings on termination if the payroll is made up on the project (job site); otherwise, the employer shall mail the employment record of earnings and wages within three (3) days exclusive of Saturday, Sunday and designated holidays. Should the employer fail to comply with this provision, the employee shall receive **an** additional sum equivalent to eight (8) hours pay at straight time rates, and an additional sum equivalent to eight (8) hours pay at straight time rate for every two (2) additional days delinquency. **An** employee may be dismissed for just cause on the authority of the employer or his authorized representative on the job. Such employee shall be advised promptly by the employer of the cause for dismissal.

ARTICLE 19 - WAGES

- 19.01 The regular hourly rates of pay for each classification of workman shall be in accordance with the rates contained in the appended Craft Schedule. This Craft Schedule is attached hereto and is hereby made part of this Collective Agreement.
- 19.02 In the event the Pension or Welfare Plan is discontinued for any reason whatsoever, any employer contribution shall be added to the hourly rate and become part of the wages paid.

ARTICLE 20 - PAY PERIOD

- 20.01 Employees shall be paid by cheque or by direct deposit during the regular working hours of Thursday of each week. If Thursday or Friday is a designated holiday, pay will be distributed on Wednesday. If paid by cash, pay will be distributed no later than Friday.
- 20.02 A clear statement of hours worked, earnings and deductions shall be attached to each weekly pay envelope or cheque.

- 20.03 Should the cheques not be distributed as set out herein, the employee shall immediately notify the employer.
- 20.04 When cheques are not distributed on Thursday in accordance with this Article and the employee is not paid until after Monday of the following week, the employee shall receive one (1) day's pay at the basic hourly rate for each working day until the day the cheque is paid, commencing Tuesday through to Friday.

ARTICLE 21 - SAFETY AND HEALTH

- 21.01 Employer and employee shall comply with all applicable provisions of provincial health, sanitation and safety laws and regulations, in addition to those rules established by the employer.
- 21.02 Employees shall not be required to work with unsafe equipment and conditions as specified by the Nova Scotia Occupational Health & Safety Act.
- 21.03 Safety hats, CSA approved footwear, and other safety equipment as the job requires must be worn by all employees on the job site at all times. Chin straps shall be worn when wind and other working conditions require wearing the straps.
- 21.04 Adequate toilet facilities, potable drinking water (year round) and paper cups will be provided by the employer.
- 21.05 Potable drinking water, tool sheds and lunch rooms shall normally be maintained by the Craft using same, except where other general arrangements have been made for on site.
- 21.06 Where required, adequate quarters complete with heating, lighting, ventilation shall be provided for employees to change clothes and eat lunch. Such quarters shall have benches, tables, be lockable, kept clean and include a locked tool storage area. One (1) lunchroom shall be provided and it shall be smoke free.
- 21.07 The employer shall provide the following items of equipment and/or clothing when weather and working conditions require their use:
- a) rainsuits (in clean condition)
 - b) safety goggles
 - c) safety harnesses with proper safety lines
 - d) all power tools and power equipment
 - e) the employer must supply hard hats, if employers wish their employees to wear a particular color hard hat.

- 21.08 When a crane operator's view is obstructed, the employer will supply a man who understands proper signals to direct the crane operator.
- 21.09 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 in the second half of the shift.
- 21.10 Safety items and climatic protective clothing issued to the employee must be returned to the employer on termination.
- 21.11 Piecework of any nature shall be a violation of this Agreement unless addressed in trade appendices.

ARTICLE 22 - JURISDICTIONAL DISPUTES

- 22.01 A jurisdictional mark-up meeting will be held when requested in writing at any time on a project basis by either the Union or the Contractor. The Contractor shall be required to provide a full and detailed description of the scope of work at such mark-up meeting. In the event any such work assignments are disputed, at such mark-up meetings, the Union shall be permitted ten (10) days in which to present documented argument and evidence as to its claim to the disputed work jurisdiction prior to any final assignments being made by the Contractor.

Jurisdictional disputes arising following the mark-up meeting will be made in accordance with the Procedures, Rules and Regulations of the National Joint Board Building Trades Department, AFL/CIO or its successor.

- 22.02 In the event such jurisdictional dispute cannot be settled on a local basis by the Unions involved, such dispute shall be submitted to the International Unions involved for settlement without permitting it to interfere in any way with the progress of the work at any time. In the event the dispute is not settled by the International Unions involved, it shall then be submitted to the National Joint Board for resolution. It is understood and agreed, however, that if the dispute causes any delay in the progress of the work or gives rise to an apprehended delay, any of the Parties hereto may apply to the Labour Relations Board (Nova Scotia) Construction Panel for an Interim Order under Section 50 of the Trade Union Act, Chapter 311, R.S.N.S. 1967, as amended.

ARTICLE 23 - GRIEVANCE PROCEDURE

UNION GRIEVANCE

23.01 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.

23.02 Procedure:

- (1) Any such matter constituting a grievance must be filed in writing, by the Union with the employer, or by the employer with the Business Manager or Union Representative within seven (7) working days, excluding Saturday, Sunday and designated holidays of the occurrence of the event giving rise to the grievance.
- (2) The grievance must be filed and discussed with the employer's Labour Relations Officer or his Representative on the project or the Business Manager or Union Representative.
- (3) In the event that the Parties, (the Union and the employers' Representative) are able to agree on the appointment of an individual Arbitrator, and the terms of reference of the Arbitrator including hearing and decision dates and upon such agreement by the Parties, the time limitation for the hearing of the Arbitration may be extended.
- (4) Failing settlement, the grievance may then be settled in the manner provided by Section 107 of the Trade Union Act, Chapter 475, R.S.N.S. 1967, as amended.

23.03 The Parties agree arbitration cases should be decided on the merits so that the dispute may be finally **and** fairly resolved with simplicity and dispatch.

23.04 The Parties further agree that an Arbitrator appointed under the terms of this Collective Agreement has the power to relieve against time limits, and each grievance before the Arbitrator shall be determined on its merits.

4 GRIEVANCE PROCEDURE:

23.05 The parties, being aware of the high cost of Arbitration, agree that they may wish to utilize professional Alternative Dispute Resolution Procedures as are available through the Province of Nova Scotia or from other sources. Both parties agree to use their best efforts to implement Alternative Dispute Resolution Procedures as appropriate in the resolution of disputes.

23.06 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 in writing within this period it shall be considered solved.
- (2) The grievance must be filed in writing and discussed with the Business Manager or Union Representative on the job site.
- (3) Failing settlement, the grievance may then be settled in the manner provided by Section 107 of the Trade Union Act, Chapter 475, R.S.N.S. 1967, as amended.

ARTICLE 24 - ARBITRATION

24.01 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.

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

ARTICLE 25 - WORK AFTER HOURS

25.01 It shall be considered a violation of this Agreement if a member of the International Union of Painters and Allied Trades of America, Local Union 1439 (Painter, Drywall and Resilient Flooring Sections) carries out any trade related work for monetary gain for any person or persons other than their regular employer or employers after the regular working hours laid down in this Agreement.

ARTICLE 26 - EMPLOYER CONTRIBUTIONS

26.01 Employers bound by the Agreement shall contribute and remit monthly to the Administrator of record before the fifteenth (15th) day of the month following the sums set forth as follows:

Training, Article 36	<u>\$0.50</u>	<u>\$0.50</u>
Org. Fund, Article 34	<u>\$0.40</u>	<u>\$0.40</u>
Political Fund, Article 29	<u>\$0.05</u>	<u>\$0.05</u>
IIF & Admin Fund, Art. 28	<u>\$0.27</u>	<u>\$0.27</u>

In addition, the employer agrees to deduct basic monthly dues in the amount certified by the Union, from the first pay of each and every employee each month and further agrees to deduct the required percentage (%) of administrative dues from each and every pay of each employee and to remit both on the Monthly Remittance Form in accordance with Article 4.08.

26.02 Unified Remittance of Funds

(A) All Funds and Check-Off payments shall be recorded and itemized on a Unified Remittance Form. This form shall be supplied by the IUPAT Atlantic Provinces Benefit Trust Fund and shall make provisions for the listing of each employee's name, social insurance number and number of hours earned.

(B) 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

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 designatethe “Union” and the “Bureau” 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 Fund or **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 IUPAT Atlantic Provinces Benefit Trust Fund.
- (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.

ARTICLE 27 - WELFARE FUND

The Parties hereto agree on a Welfare Fund as follows:

- 27.01 The Trust Document of the IUPAT Atlantic Provinces Benefit Trust Fund shall provide for Trustees equal in number and authority appointed by each of the Parties to the Fund.
- 27.02 The employer shall make contributions at the rate of one dollar and sixty-five cents (\$1.65) effective May 1, 2007 to the I.U.P.A.T. Benefit Trust Fund for each hour or portion thereof for which **an** employee receives pay.
- 27.03 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 Bureau shall incur any legal liability with regard to claims arising from the Welfare Fund.

**ARTICLE 28 - PAINTER & ALLIED TRADES INDUSTRY
IMPROVEMENT & ADMINISTRATION FUND**

- 28.01 All employers must contribute and remit each month, by the fifteenth (15th) day of the following month, to the Painter and Allied Trades Industry Improvement & Administration Fund an amount of twenty-seven cents (\$0.27) for each hour worked in that month by any employee covered by this Agreement and a completed remittance form provided to the employer by the Administrator. This contribution shall be made payable as per Article 26.
- 28.02 The Painter and Allied Trades Industry Improvement & Administration Fund shall be administered according to the terms of an Administration Agreement made between the Parties to this Collective Agreement dated the 14th day of December, 1998.
- 28.03 The Parties hereto agree that either Party, pursuant to the Agreement establishing the Painter and Allied Trades Industry Improvement & Administration Fund shall have the authority to utilize the arbitration procedures set forth herein for the collection of delinquent accounts for individual contributions required to be made pursuant to this Article. Any arbitrator appointed pursuant to this clause is hereby expressly conferred jurisdiction to deal with the awarding of contributions, damages and all related costs.
- 28.04 Neither the Union nor the Bureau shall incur any legal liability with regard to claims arising from the Painter and Allied Trades Industry Improvement & Administration Fund.
- 28.05 Responsibilities and liabilities of collection shall be outlined in the Administration Agreement (Article 28.02).
- 28.06 It is agreed that upon the Agreement of both Parties the Parties shall be entitled to increase the contributions to the Painter and Allied Trades Industry Improvement & Administration Fund provided that thirty (30) days notice is given.
- 28.07 The Parties agree that this Fund is a term or condition of employment of employees covered by this Collective Agreement.

ARTICLE 29 – POLITICAL ACTION FUND

- 29.01 On signing, the employer will deduct five cents (\$0.05) per hour from each employee and shall remit said sum in accordance with Article 26. Contributions to this fund shall be made in accordance with Article 26.

ARTICLE 30A – I.U.P.A.T. UNION AND INDUSTRY PENSION FUND (CANADA)

30A.01 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) Effective May 1, 2007, each hour or portion thereof for which an employee receives pay, the employer shall make a contribution of three dollars and seventy-five cents (\$3.75) to the above named Pension Fund; effective May 1, 2008, four dollars and twenty-five cents (\$4.25) 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.

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.

4. 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.

5. Contributions to this fund shall be in accordance with Article 26.

ARTICLE 31 - APPRENTICESHIP

- 31.01 Both Parties agree that all trades and crafts involved in the completion of the construction job require systematic training followed by, or in conjunction with, practical experience. Certificates of qualification or competency, obtained through examination of trade tests, will receive special consideration by the employer with respect to individual assignments, transfers and promotions.
- 31.02 Both Parties agree that on-the-job training of duly indentured apprentices is a necessary part of any systematic training program. They note that the periodic nature of the construction industry does not permit continuous employment by one (1) employer, although continuity of employment is necessary for systematic training. They recommend that the apprentices to the trade should be indentured to the Local Apprenticeship Committee, established under Section 3(1) of the Apprenticeship and Trades Qualifications Act (Chapter 4, SNS 1988) and agree to abide by any rules and regulations of that Committee respecting control, transfer and training of individual apprentices and that the apprentices shall not be subject to disciplinary actions by either Party without authority of the Committee.

- 31.03 The minimum rate of wages for persons employed in the trade under an Apprenticeship Agreement is in accordance with the Apprenticeship and Tradesmen's Qualification Act.
- 31.04 The minimum rates for indentured apprentices or apprentices until such time as an apprenticeship school is established shall be as follows: (Apprentice rates set out in the Craft Schedule of this Agreement).

APPRENTICES PAINTERS (MAJOR AND MINOR INDUSTRIAL)	
1 st 6 months	50% of Journeyman's Rate
2 nd 6 months	55% of Journeyman's Rate
3 rd 6 months	70% of Journeyman's Rate
4 th 6 months	75% of Journeyman's Rate
5 th 6 months	85% of Journeyman's Rate
6 th 6 months	90% of Journeyman's Rate

APPRENTICE PAINTERS (COMMERCIAL) see tables in Craft Schedule "A" on page 31.

APPRENTICES DRYWALL TAPERS	
1 st 6 months	40% of Journeyman's Rate
2 nd 6 months	50% of Journeyman's Rate
3 rd 6 months	70% of Journeyman's Rate
4 th 6 months	75% of Journeyman's Rate
5 th 6 months	85% of Journeyman's Rate
6 th 6 months	90% of Journeyman's Rate

- 31.05 For Apprentice Painters (Major and Minor Industrial) and for Apprentice Drywall Tapers, the hourly pension contribution shall be, effective September 1, 2007, two dollars and sixty-nine cents (\$2.69) and effective May 1, 2008, shall be three dollars and five cents (\$3.05).

For Apprentice Painters (Commercial), the hourly pension contribution shall be, effective September 1, 2007, two dollars (\$2.00) and shall remain at that level for the duration of this Collective Agreement.

- 31.06 Apprentices shall not progress from one six (6) month block to the next and shall not receive the corresponding wage increase, unless they have attended classes in accordance with the requirements of the I.U.P.A.T. Atlantic Provinces Apprenticeship and Training Fund.

31.07 For commercial, repaint and residential work, as per Craft Schedule “A”. the ratio of journeymen to apprentices shall be two (2) journeymen to one (1) apprentice. The employer may hire as follows:

1st EmployeeJourneyman
 2nd EmployeeApprentice
 3rd EmployeeJourneyman
 4th EmployeeJourneyman
 5th EmployeeApprentice

Then the procedure repeats.

It is not *mandatory* that the second employee hired be an Apprentice, but **an** Apprentice must not be employed before at least one (1) Journeyman is employed.

An Apprentice may be hired as either the second or third employee in each group of three (3) employees at the employer’s discretion and as job requirements dictate.

ARTICLE 32 - TOOL KIT

32.01 **Painter:**

The basic tool kit required by painters receiving the applicable rate of wages shall consist of the following:

- Broad knife; putty knife; duster; clean overalls.
- All power tools shall be supplied by the employer.
- 5 in 1 tool

32.02 **Resilient Flooring:** (Soft Tile)

The basic tool kit required by Soft Tile Layers receiving the applicable rate of wages shall consist of the following:

Putty knives; knives; chalk line; adhesive spreader; tape measure; hammer; square; scribe; extension cord (25’).

All power tools shall be supplied by the employer.

32.03 Resilient Flooring: (Carpet)

The basic tool kit required by Carpet Layers receiving the applicable rate of wages shall consist of the following:

Hammer; knives; tape; spreader; caulking iron; needles; shears; chalk line.

All power tools shall be supplied by the employer.

32.04 Drywall:

The basic tool kit required by drywall finishers receiving the applicable rate of wages shall consist of the following:

Hawks and curved blade drywall trowels - 4½", 10", 14"; putty knives; block sander; pole sander; drywall hammer; utility knife; clincher for corner bead. The employer shall supply the employee with one (1) drill paddle per year, any additional drill paddles shall be supplied by the employee.

All power tools shall be supplied by the employer.

ARTICLE 33 - ENABLING

- 33.01 It is recognized that from time to time certain terms and conditions of employment for Local 1439 employees may require alteration from those contained in this Collective Agreement in order to enable the employees and employers of the unionized sector to obtain certain work or execute certain work in a manner that is deemed to be prudent.
- 33.02 Any modification to terms and conditions of employment from those contained in this Collective Agreement will require mutual agreement of the Enabling Committee (E.C.).
- 33.03 Where this Committee cannot achieve mutual agreement then it is agreed that the request to modify terms and conditions of employment will not be subject to resolution through the grievance and arbitration process.
- 33.04 An Enabling Committee (E.C.) shall be established by the Parties within thirty (30) days of signing this Agreement. The Enabling Committee shall have two (2) representatives from each of the Parties to this Agreement, Contractors and Union. The mandate of the Enabling Committee will be to identify areas where this Collective Agreement and its terms and conditions of employment can be modified to improve the competitiveness of the unionized sector under this Article.

33.05 All Contractor members of the Painter, Drywall Taper, Resilient Flooring & Glazier Trade Classification shall be informed of any modifications to wage rates four (4) hours prior to closing.

The Enabling Committee agrees to meet and will consider competitive terms and conditions for residential work and will recommend the incorporation of these terms and conditions into the Collective Agreement.

ARTICLE 34 - ORGANIZING FUND

34.01 Employers signatory to the Agreement shall deduct and remit the sum indicated per hour paid for each employee and remit as per Article 26. The hourly wage rates printed herein have been reduced by a sum equal to the amount remitted.

	Effective May 1, 2007
Organizing Fund, Article 34	0.40¢

ARTICLE 35 - DELINQUENT PAYMENTS

35.01 Timely payment of wages, Union dues, deductions and/or contributions to all trust funds provided for in this Agreement is essential for the protection of the beneficiaries. Delinquency and continued failure to pay wages and/or remit contributions to the trust funds shall be dealt with as follows:

- a) The Union shall advise the employer in writing of any delinquency.
- (b) If, within seven (7) days of receipt of notification exclusive of Saturday, Sunday and Holidays, the employer has failed to pay delinquent contributions or the employer or his Construction Labour Relations Association has failed to request a meeting with the Union to provide for the payment of delinquent contributions, then the employer agrees that all contributions/deductions due and payable in accordance with this Agreement are in arrears and subject to an additional charge at the rate of ten percent (10%) on all contributions/deductions in arrears. This is not to be construed that the above charges relieve the employer of any further liabilities which may occur because of his failure to report any pay contributions/deductions as provided.
- (c) Should the matter not be resolved at the above mentioned meeting, the Union may demand payment of wages and contributions at the end of each day or at the end of each week or upon seventy-two (72) hours notice to the employer, withdraw it's members from the delinquent employer without contravening of the terms of this Agreement.

ARTICLE 36 – I.U.P.A.T. ATLANTIC PROVINCES JOINT APPRENTICESHIP & 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.

1. The Trust Document under which this Fund is controlled shall provide for Trustees equal in number 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 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 Boards' duties is the processing or settlement of grievances.
6. The employer agrees to contribute the sum of fifty cents (\$0.50) per hour effective May 1, 2007 for each hour worked by each employee to the I.U.P.A.T. Atlantic Provinces Joint Apprenticeship and 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 and Training Fund. Contributions shall be remitted in accordance with Article 26.
7. The Joint Apprenticeship & Training Fund Committee is authorized by both parties to this Agreement to establish rules and guidelines for apprentices and journey person 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.

ARTICLE 37 - TERM OF AGREEMENT

37.01 The terms of this Agreement shall remain in force from the 1st day of May, 2007 to the 30th day of April, 2009. Should either Party wish to change, add to or amend the above Agreement upon termination, they shall give at least sixty (60) notice in writing prior to the termination of this Agreement with the proposed changes attached. Provided no such notice is given by either Party sixty (60) days prior to April 30th, 2009, this Agreement shall remain in force from year to year until such notice is given as provided herein. When such notice is given, the Parties shall meet within thirty (30) days for the purpose of negotiating a new Collective Agreement.

37.02 Should either Party give written notice to the other Party pursuant to the foregoing, this Agreement shall thereafter remain in full force and effect until the Union shall strike or the employer shall lockout, or the Parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.

ARTICLE 38 - SIGNATORIES

38.01 Dated this 5th day of November, 2007.

SIGNATORIES FOR THE:

**CONSTRUCTION MANAGEMENT
BUREAU LIMITED**

**INTERNATIONAL UNION OF
PAINTERS AND ALLIED TRADES,
LOCAL UNION 1439**

DON CHISHOLM

FRANK MACKINNON

GREIG MACLEOD
WITNESS

CRAFT SCHEDULE "A"

It is agreed that this scope of work clause is not to be used to determine jurisdiction.

SCOPE OF WORK CLAUSE – RESILIENT FLOORS AND DECORATIVE COVERINGS

Measuring, cutting fabricating, fitting, installing to be cemented tacked or otherwise applied to its base wherever it may be, all materials, whether used either as a decorative covering or as an acoustical appliance such as carpets of all types and designs, sheet rubber, sheet vinyl, cork carpet, rubber tile, asphalt tile, tile, cork tile, linoleum tile, mastic in sheets or tile form, vinyl tile, interlocking tile, mastipave, composition in sheet or tile form and all derivatives of above including the installation of sub-flooring; the fitting of all devices for the attachment of the above materials and the fitting of all decorative or protective trim to and adjoining the above materials which shall include the drilling and plugging of holes and attaching of strips, slats, nosing, etc., on any base drilling and plugging and slatting for installing or fastening of carpet, the installing of all nosing, cap strips, corner beads and edgings of any material and the preparatory work of the craft for all of the aforesaid. Also the cleaning of rugs and carpets and all drapery hanging, make-up and the installation of drapes.

It is agreed that this scope of work clause is not to be used to determine jurisdiction.

SCOPE OF WORK CLAUSE – PAINTER

Shall be described as but not limited to the application and/or removal of protective and/or decorative coatings which might be referred to as paints, which in the general sense are: paints, stains, varnishes, emulsions, bituminous coatings and other organic coatings or organic coatings inorganic coatings or fire protective cable coatings, which are applied in the same manner as paints or plastics or mastics, hypalon coatings, fibre glassing and caulking, clear sealer application – the application of fusion bonded plastics, application of all seamless floor coatings, savorizing monolithic floor coatings, seamless & liquid flooring and roofing, spraytex or sprayed-on insulation including fireproofing whether applied by trowel or spray, sandblasting, for decorative purposes and all other types of sandblasting, the filling of sandpots, the application of materials, coatings, sealers for the purpose of primary or secondary containment of hazardous waste, all phases of metallizing, the application of underwater coatings, all marking, stenciling on equipment, machinery, etc., work and the application of all other materials used in the various branches of the Trade and the operations of all equipment used in order to perform work under the scope of this Agreement.

The hanging of all wall covering applied with paste or other adhesives, such as papers, cottons, muslins, burlap, grass cloth, vinyl wall coverings, epoxy resin combination coverings, cambric, backed wood veneer wall coverings and all other wall coverings including the application of rubber sheeting for tank lining and the application of gold or silver and all other metal leaf, carpeting material when applied to walls and ceilings, tapestries, etc.

All incidental preparatory work necessary to carry out work outlined above, such as patching small defects in surfaces, puttying, sanding, rubbing, cleaning surfaces with steam or other processes, to include hydrojet cleaning (high pressure water), sandblasting, pickling, bleaching, buffing, scaling, machine and manual scraping, flame cleaning, the application of cleaning fluids, rust inhibitors, taping, covering surfaces for their protection from paint, etc., including the use of miscellaneous hand and power driven tools of the Trade, the erection and dismantling of scaffolding coming under this scope of work, necessary maintenance of tools and equipment required for work coming under this jurisdiction, the application of all sealers inside or outside, the application of all color code distinguishing marks and the application of all protective and decorative coatings on all piping, insulated or otherwise, and the removal and/or abatement of lead based paints and/or coatings.

Building cleaning is defined as the process of removing dirt, stain or discoloration or any unwanted films by use of manually operated scrubbing techniques or by power operated machines or equipment, such as steam blast, water jet blast and/or such other process as will suffice to accomplish the cleaning of buildings, ships, structures, etc.

WAGE RATES:

Resilient Flooring wage rates are subject to the conditions set forth in Craft Appendix “A”- Resilient Flooring

PAINTER (MAJOR INDUSTRIAL):

MAJOR INDUSTRIAL – JOURNEYMAN									
Effective Date	Hourly Rate	V&H (8%)	Pension	Health & Welfare	Training	IIF, Admin & Tech	Org Fund	Political Fund	Total Package
May 1, 2007	\$25.38	\$2.03	\$3.75	\$1.65	\$0.50	\$0.27	\$0.40	\$0.05	\$34.03
May 1, 2008	\$26.31	\$2.10	\$4.25	\$1.65	\$0.50	\$0.27	\$0.40	\$0.05	\$35.53

PAINTER (MINOR INDUSTRIAL):

Effective Date	Hourly Rate	V&H (8%)	Pension	Health & Welfare	Training	IIF, Admin & Tech	Org Fund	Political Fund	Total Package
May 1, 2007	\$22.60	\$1.81	\$3.75	\$1.65	\$0.50	\$0.27	\$0.40	\$0.05	\$31.03
May 1, 2008	\$23.30	\$1.86	\$4.25	\$1.65	\$0.50	\$0.27	\$0.40	\$0.05	\$32.28

Position	Hourly Rate	V&H (8%)	Pension	Health & Welfare	Training	IIF, Admin & Tech	Org Fund	Political Fund	Total Package
May 1, 2007									
Journeyman	\$19.50	\$1.56	\$3.75	\$1.35	\$0.50	\$0.27	\$0.40	\$0.05	\$27.38
Apprentice 3 rd 2000	\$17.50	\$1.40	\$2.00	\$1.35	\$0.50	\$0.27	\$0.40	\$0.05	\$23.47
Apprentice 2 nd 2000	\$16.50	\$1.32	\$2.00	\$1.35	\$0.50	\$0.27	\$0.40	\$0.05	\$22.39
				\$1.35		\$0.27		\$0.05	
	\$10.00	\$0.40 (4%)	\$0.00	\$0.00	\$0.00				
May 1, 2008									
Journeyman	\$19.50	\$1.56	\$4.25	\$1.35	\$0.50	\$0.27	\$0.40	\$0.05	\$27.88
Apprentice 3 rd 2000	\$17.50	\$1.40	\$2.00	\$1.35	\$0.50	\$0.27	\$0.40	\$0.05	\$23.47
Apprentice 2 nd 2000	\$16.50	\$1.32	\$2.00	\$1.35	\$0.50	\$0.27	\$0.40	\$0.05	\$22.39
Apprentice 1 st 2000	\$12.50	\$1.00	\$2.00	\$1.35	\$0.50	\$0.27	\$0.40	\$0.05	\$18.07
Probationary	\$10.00	\$0.40 (4%)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10.40

PAINTER (BLENDED RATE):

Position	Hourly Rate	V&H (8%)	Pension	Health & Welfare	Training	IIF, Admin & Tech	Org Fund	Political Fund	Total Package
May 1, 2007									
Journeyman	\$19.50	\$1.56	\$3.75	\$1.35	\$0.50	\$0.27	\$0.40	\$0.05	\$27.38
Non-Ticketed	\$18.50	\$1.48	\$3.75	\$1.35	\$0.50	\$0.27	\$0.40	\$0.05	\$26.30
Brush & Roller	\$17.50	\$1.40	\$3.75	\$1.35	\$0.50	\$0.27	\$0.40	\$0.05	\$25.22
May 1, 2008									
Journeyman	\$19.50	\$1.56	\$4.25	\$1.35	\$0.50	\$0.27	\$0.40	\$0.05	\$27.88
Non-Ticketed	\$18.50	\$1.48	\$4.25	\$1.35	\$0.50	\$0.27	\$0.40	\$0.05	\$26.80
Brush & Roller	\$17.50	\$1.40	\$4.25	\$1.35	\$0.50	\$0.27	\$0.40	\$0.05	\$25.72

PAINTER (RESIDENTIAL):

RESIDENTIAL – JOURNEYMAN									
Effective Date	Hourly Rate	V&H (8%)	Pension	Health & Welfare	Training	IIF, Admin & Tech	Org Fund	Political Fund	Total Package
May 1, 2007	\$16.00	\$1.28	\$3.75	\$1.35	\$0.50	\$0.27	\$0.40	\$0.05	\$23.60
May 1, 2008	\$16.00	\$1.28	\$4.25	\$1.35	\$0.50	\$0.27	\$0.40	\$0.05	\$24.10

It is understood and agreed that the Residential Painter rates, the Blended Painter rates and the Commercial Painter rates are for the duration of this Agreement only. Comparable rates shall only be negotiated in the renewed Agreement, if employers have complied with the hiring and recruiting provisions of this Agreement.

PREMIUMS - PAINTER:**SPRAY PAINTERS & SAND BLASTERS (1 CATEGORY) AMENDED PROPOSAL**

Premium	<u>May 1, 2007</u>	\$1.00 per hour
----------------	--------------------	-----------------

All employees employed in the spray/painter/sandblaster category in possession of an approved certificate of competency issued by the Training Committee will receive a premium of \$1.50 per hour, all other including Apprentices shall receive a premium of 0.50¢ per hour.

FOREMAN – PAINTER AND RESILIENT FLOORING,

Foreman in charge of five (5) or more men - \$1.00 per hour premium.

All Foremen will be in possession of a certificate of Supervisory Competency as recognized by the Training Committee as a condition of appointment and shall receive a premium of \$2.00 per hour.

All jobs shall be under the direction of an employee in possession of a recognized Supervisory Competency Card.

NOTE: NO EMPLOYEE SHALL BE REQUIRED TO USE A SPRAY GUN IF HE FEELS IT WILL BE INJURIOUS TO HIS HEALTH

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

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

A safety approved respirator, will be supplied to the Spray Painter, and if not returned to the Contractor, the cost is to be deducted from the Spray Painter's wages.

Clean-up for Spray Painters:

The employer agrees that spray painters shall be allowed a maximum of ten (10) minutes depending on the product being used by the employee at lunch time for clean-up and a maximum of thirty (30) minutes depending on the product being used by the employee at the end of the shift to clean-up and stowaway gear.

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 employees' wages.

Vinyl and Paperhangers:

Paperhangers, when hanging vinyl or paper, shall receive thirty-five cents (\$0.35) an hour above the applicable rate of wages.

Height Pay:

An employee shall receive a premium above the applicable rate of wages for work done on a bosun chair and swinging stage with a direct free fall drop as follows:

50 - 100 feet:

Forty cents (**40¢**) per hour over 100 feet - eighty-five cents (\$0.85) per hour

PREMIUMS - RESILIENT FLOORING:

It is agreed that a working foreman will be employed when there are five (5) men or more working on a job and he shall receive a minimum of forty-five cents (\$0.45) per hour above the journeyman rate.

PAINTER

(Certified and Non-Certified rates of pay)

CERTIFIED

It is intended that as training, upgrading and apprenticeship program develops and becomes implemented by the Joint Apprenticeship & Training Fund Committee that the possession of recognized Certificates of Qualification or Inter-Provincial Red Seal designation will become the norm, in order to receive the rate of pay as outlined in Craft Schedule "A".

To this end, the following Wage & Holiday Pay designation will apply to those employees who are not in possession of a recognized certificate or who are not registered apprentices.

- 10% less than full rate

Exceptions to the foregoing schedule may be made upon approval of the Trustees of the Training Fund in cases where an individual was prevented by circumstances beyond their own control, the opportunity to obtain necessary certification (present members only). All new members of the Local will receive the applicable rate in accordance with this Article until such time as they are in possession of the necessary certification.

Effective May 1, 2005, employees in possession of the necessary certification will receive and enjoy preference of employment over a non-certified employee including bumping privileges. Any employee affected by this clause may appeal to the Trustees of the Training Fund for reconsideration.

Probationary Worker:

Employers may, at the discretion of the union, hire probationary workers.

- A) The category of probationary worker shall apply to new entrants of the trade and also to person recruited from the non-union sector and whose skill level is yet to be determined.
- B) In order to be competitive the parties agree that a probationary worker under this agreement shall not be paid either the health & welfare payments or pension fund payments normally established for work under this collective agreement. In addition, no contributions as mandated to a variety of Industry Improvement Funds or Training Funds or Union Funds under this agreement shall be paid on behalf of hours worked for probationary workers.
- C) The minimum rate for a Probationary worker shall be ten dollars (\$10.00) per hour. In addition, the probationary employee shall be entitled to a four percent (4%) vacation allowance. Alternatively, if a higher hourly rate can be agreed between the employer and the employee, then that rate shall apply.
- D) A probationary employee must be assessed by an employer no later than between two and four weeks after the date of initial hiring. Such employee must then make application for Union membership or be dismissed from employment immediately following the assessment.

CRAFT SCHEDULE "B" - GLAZIERS

It is agreed that this scope of work clause is not to be used to determine jurisdiction.

SCOPE OF WORK CLAUSE – GLAZIER

The work shall include the setting, cutting, preparing, handling or removal of the following:

Prism Glass, Beveled Glass, Leaded glass, Protection Glass, Environmental Glass, Float Glass, Plate Glass, Window Glass, Mirrors of all types, Wired Glass, Ribbed Glass, Ground Glass, Colored Glass, Figured Glass, Vitrolite Glass, Carrara Glass and all other types of Opaque Glass, Glass Chalkboard, Structural Glass, Tempered and Laminated Glass, Solar Energy collective Panels, Thiokol, Neoprene and all other types of sealants, all types of Glass Cements, all types of insulating glass units, all plastics, asbestos or other 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, iron, aluminum or sheet metal sash, skylights, skydomes, slope glazing, glass sprinklerbaffles, doors, frames, stone wall cases, show cases, book cases, sideboard, partitions and fixtures. It includes the installation of the above materials on the jobsite, either temporary or permanent, for buildings in the course of repair, remodel, alterations or new construction. It also includes new products and/or technology as expected to be covered by scope of work.

The installation in openings constructed of any type of material, i.e., wood, concrete, masonry, steel, plastic, aluminum, asbestos panels, etc., of all extruded, rolled or fabricated metals, or any materials, that replace or reinforce same, metal tubes, mullions, muntins, metal or other facing materials, fascia trim, mouldings, porcelain panels, architectural porcelain, plastic or glass panels, skylights, entrance and vestibules, show case doors and relative material, including all those in any or all types of buildings related to storefronts, curtain wall and window construction of any size.

Architectural metal doors and door frames and sliding doors, architectural metal window frame assemblies, curtain wall and window on site construction of any size, patio sliding doors or fixed panels, bath tub enclosures, shower doors and enclosures, vented or fixed windows, revolving doors, entrance doors of all kinds, automatic door operators, sky-lights, storm sash where the glass becomes an integral part of the finished product, including the installation of the above.

The selecting, cutting, preparing, designing, art painting, fused glass, thick facet glass in concrete and cementing of art glass, assembly and installing or removal of all art glass.

The shipping, receiving, hoisting and distribution, placing and erecting of all materials, tools and equipment pertaining to the Trade.

GLAZIER (MAJOR INDUSTRIAL, +\$50 MILLION TOTAL PROJECT)

Effective Date	Hourly Rate	V&H (8%)	Pension	Health & Welfare	Training	IIF, Admin & Tech	Org Fund	Political Fund	Total Package
<u>May 1, 2007</u>	<u>\$25.31</u>	<u>\$2.02</u>	<u>\$3.75</u>	<u>\$1.65</u>	\$0.50	<u>\$0.27</u>	\$0.40	\$0.05	<u>\$33.95</u>
<u>May 1, 2008</u>	<u>\$26.23</u>	<u>\$2.10</u>	<u>\$4.25</u>	\$1.65	\$0.50	\$0.27	\$0.40	\$0.05	<u>\$35.45</u>

1. GLASS AND METAL MECHANIC FULLY QUALIFIED:

Install doors; frames; windows; curtain wall; sheet and extrusions; (cladding and infill types) soffit and fascia. Install all types of glass including structural and mirrors. Capable of measuring for same; reading blueprints and shop drawings involving our section and able to co-ordinate metal on all types of jobs. Take responsibility as lead hand and be responsible for job workmanship, accuracy, speed on an individual or group efforts. Be capable of measuring and setting plates, accomplishing other lesser classification jobs of outside crews and assisting on inside jobs as required. Capable of preparing and submitting reports as required. Be capable of caulking.

FOR NON-RESIDENTIAL WORK OVER \$15 MILLION (TOTAL PROJECT VALUE)

GLASS AND METAL SETTER**90% OF JOURNEYMAN RATE****2. GLASS AND METAL SETTER:**

Install all types of glass; sheet, plate and patten in wood or metal sash using vinyl or other stops. Install double glazing and be capable of measuring and setting same to manufacturer's specifications. Do all types of glazing of wood, metal sash, curtain wall and capable of performing all lesser grades. Responsible for materials on jobs and proper job procedures.

GLASS AND METAL SETTER HELPER LEVEL #1**65% OF JOURNEYMAN RATE****3. GLASS AND METAL SETTER HELPER LEVEL #1:**

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

GLASS AND METAL SETTER HELPER LEVEL #2**45% OF JOURNEYMAN RATE****4. GLASS AND METAL SETTER HELPER LEVEL #2:**

Charge Hands ... not less than fifty cents (\$0.50) extra while in charge of three (3) or more men. There shall be one (1) charge hand on job sites when three (3) or more men are working simultaneously on the job site.

GLAZIER (MINOR INDUSTRIAL, ALL NON-RESIDENTIAL BETWEEN \$5 - 50 MILLION TOTAL PROJECT)

Effective Date	Hourly Rate	V&H (8%)	Pension	Health & Welfare	Training	IIF, Admin & Tech	Org Fund	Political Fund	Total Package
May 1, 2007	\$22.37	\$1.79	\$3.75	\$1.65	\$0.50	\$0.27	\$0.40	\$0.05	\$30.78
May 1, 2008	\$23.06	\$1.85	\$4.25	\$1.65	\$0.50	\$0.27	\$0.40	\$0.05	\$32.03

1. GLASS AND METAL MECHANIC FULLY QUALIFIED:

Install doors; frames; windows; curtain wall; sheet and extrusions; (cladding and infill types) soffit and fascia. Install all types of glass including structural and mirrors. Capable of measuring for same; reading blueprints and shop drawings involving our section and able to co-ordinate metal on all types of jobs. Take responsibility as lead hand and be responsible for job workmanship, accuracy, speed on an individual or group efforts. Be capable of measuring and setting plates, accomplishing other lesser classification jobs of outside crews and assisting on inside jobs as required. Capable of preparing and submitting reports as required. Be capable of caulking.

GLASS AND METAL SETTER

90% OF JOURNEYMAN RATE

2. GLASS AND METAL SETTER:

Install all types of glass; sheet, plate and patten in wood or metal sash using vinyl or other stops. Install double glazing and be capable of measuring and setting same to manufacturer's specifications. Do all types of glazing of wood, metal sash, curtain wall and capable of performing all lesser grades. Responsible for materials on jobs and proper job procedures.

GLASS AND METAL SETTER HELPER LEVEL #1

65% OF JOURNEYMAN RATE

3. GLASS AND METAL SETTER HELPER LEVEL #1:

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

GLASS AND METAL SETTER HELPER LEVEL #2

45% OF JOURNEYMAN RATE

4. GLASS AND METAL SETTER HELPER LEVEL #2:

Charge Hands ... not less than fifty cents (\$0.50) extra while in charge of three (3) or more men. There shall be one (1) charge hand on job sites when three (3) or more men are working simultaneously on the job site.

GLAZIER (ALL RESIDENTIAL AND ALL OTHER PROJECTS \$1 MILLION AND UNDER)

Effective Date	Hourly Rate	V&H (8%)	Pension	Health & Welfare	Training	IIF, Admin & Tech	Org Fund	Political Fund	Total Package
May 1, 2007	\$22.37	\$1.79	\$3.75		\$0.50	\$0.27	\$0.40	\$0.05	\$30.78
May 1, 2008	\$23.06	\$1.85	\$4.25	\$1.65	\$0.50	\$0.27	\$0.40	\$0.05	\$32.03

1. GLASS AND METAL MECHANIC FULLY QUALIFIED:

Install doors; frames; windows; curtain wall; sheet and extrusions; (cladding and infill types) soffit and fascia. Install all types of glass including structural and mirrors. Capable of measuring for same; reading blueprints and shop drawings involving our section and able to co-ordinate metal on all types of jobs. Take responsibility as lead hand and be responsible for job workmanship, accuracy, speed on an individual or group efforts. Be capable of measuring and setting plates, accomplishing other lesser classification jobs of outside crews and assisting on inside jobs as required. Capable of preparing and submitting reports as required. Be capable of caulking.

GLASS AND METAL SETTER

90% OF JOURNEYMAN RATE

2. GLASS AND METAL SETTER:

Install all types of glass; sheet, plate and patten in wood or metal sash using vinyl or other stops. Install double glazing and be capable of measuring and setting same to manufacturer's specifications. Do all types of glazing of wood, metal sash, curtain wall and capable of performing all lesser grades. Responsible for materials on jobs and proper job procedures.

GLASS AND METAL SETTER HELPER LEVEL #1

80% OF JOURNEYMAN RATE

3. GLASS AND METAL SETTER HELPER LEVEL #1 (4000-6000 HRS.):

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

GLASS AND METAL SETTER HELPER LEVEL #2

70% OF JOURNEYMAN RATE

4. GLASS AND METAL SETTER HELPER LEVEL #2 (2000-4000 HRS):

Charge Hands ... not less than fifty cents (\$0.50) extra while in charge of three (3) or more men. There shall be one (1) charge hand on job sites when three (3) or more men are working simultaneously on the job site.

GLASS AND METAL SETTER HELPER LEVEL #3**50% OF JOURNEYMAN RATE****5. GLASS AND METAL SETTER HELPER LEVEL #2 (0-2000 HRS):**

i do not apply.

A. 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 Clauses 2 and 3 following.

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 tool shall be replaced at the expense of the employee; however, a reasonable allowance will be allowed for a used tool when he replaces a used tool with a new tool equally suitable for the work.

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

B. SUB-CONTRACTS:**The Employer agrees:**

1. That it will stipulate as a term or condition for letting any contract for work on the project (job site) during its construction that the proposed sub-contractor shall observe the provisions of this Collective Agreement as if the same were duly executed by such sub-contractor.
2. To have any sub-contractor acknowledge in writing that it has notice of this Agreement and that it will abide by the Agreement and Craft Appendix. For the purposes of this clause A sub-contractor shall mean any contractor who performs work for the employer on the project (job site) or as defined in the Craft Appendix.

C. LEAVE OF ABSENCE:

Union Business ... 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 employer.

D. BEREAVEMENT:

Upon the demise of the employee's wife, husband, child, mother, father, sister or brother, an employee shall be entitled to three (3) consecutive calendar days of absence paid on the basis of eight (8) hours pay at the employee's straight time rate of pay, excluding Saturdays, Sundays, designated holidays and other days which are not scheduled working days.

Upon the demise of the employee's father-in-law, mother-in-law, grandmother or grandfather, an employee shall be entitled to one (1) regular working day of absence to attend the funeral, paid on the basis of eight (8) hours pay at the employee's straight time rate of pay, excluding Saturdays, Sundays, designated holidays and other days which are not scheduled working days.

E. PREMIUM

Foreman in charge of five (5) or more men, effective date of Signing \$1.00 per hour premium.

All Foremen will be in possession of a certificate of Supervisory Competency as recognized by the Training Committee as a condition of appointment and shall receive a premium of \$2.00 per hour.

All jobs shall be under the direction of an employee in possession of a recognized Supervisory Competency Card.

Probationary Worker:

Employers may, at the discretion of the union, hire probationary workers.

- A) The category of probationary worker shall apply to new entrants of the trade and also to person recruited from the non-union sector and whose skill level is yet to be determined.
- B) In order to be competitive the parties agree that a probationary worker under this agreement shall not be paid either the health & welfare payments or pension fund payments normally established for work under this collective agreement. In addition, no contributions as mandated to a variety of Industry Improvement Funds or Training Funds or Union Funds under this agreement shall be paid on behalf of hours worked for probationary workers.
- C) The minimum rate for a probationary worker shall be ten dollars (\$10.00) per hour. In addition, the probationary employee shall be entitled to a four percent (4%) vacation allowance. Alternatively, if a higher hourly rate can be agreed between the employer and the employee, then that rate shall apply.
- D) A probationary employee must be assessed by an employer no later than between two and four weeks after the date of initial hiring. Such employee must then make application for Union membership or be dismissed from employment immediately following the assessment.

CRAFT SCHEDULE "C" - DRYWALL

It is agreed that this scope of work clause is not to be used to determine jurisdiction.

SCOPE OF WORK CLAUSE – DRYWALL FINISHER

Employers shall recognize the Union's exclusive work jurisdiction over all preparatory work of spotting, pointing, taping, filling, finishing and sanding of joints, angles, internal and external corners and all field surfaces. Included in the scope of work shall be all work associated with the application and installation of exterior insulation finish systems (EIFS) irrespective of brand name. The scope does not include the cutting of the insulation board.

WAGE RATES:

Effective Date	Hourly Rate	V&H (8%)	Pension	Health & Welfare	Training	IIF, Admin & Tech	Org Fund	Political Fund	Total Package
<u>May 1, 2007</u>	<u>\$26.56</u>	<u>\$2.12</u>	<u>\$3.75</u>		\$0.50	<u>\$0.27</u>	\$0.40	\$0.05	<u>\$35.30</u>
<u>May 1, 2008</u>	<u>\$27.48</u>	<u>\$2.20</u>	<u>\$4.25</u>	\$1.65	\$0.50	\$0.27	\$0.40	\$0.05	<u>\$36.80</u>

DRYWALL (ALL OTHER WORK):

Effective Date	Hourly Rate	V&H (8%)	Pension	Health & Welfare	Training	IIF, Admin & Tech	Org Fund	Political Fund	Total Package
<u>May 1, 2007</u>	<u>\$22.85</u>	<u>\$1.83</u>	<u>\$3.75</u>	<u>\$1.65</u>	\$0.50	<u>\$0.27</u>	\$0.40	\$0.05	<u>\$31.30</u>
<u>May 1, 2008</u>	<u>\$23.55</u>	<u>\$1.88</u>	<u>\$4.25</u>	\$1.65	\$0.50	\$0.27	\$0.40	\$0.05	<u>\$32.55</u>

PREMIUMS - DRYWALL:

It is agreed that a working foreman will be employed when there are five (5) men or more working on a job.

Probationary Worker:

Employers may, at the discretion of the union, hire probationary workers.

- A) The category of probationary worker shall apply to new entrants of the trade and also to person recruited from the non-union sector and whose skill level is yet to be determined.
- B) In order to be competitive the parties agree that a probationary worker under this agreement shall not be paid either the health & welfare payments or pension fund payments normally established for work under this collective agreement. In addition, no contributions as mandated to a variety of Industry Improvement Funds or Training Funds or Union Funds under this agreement shall be paid on behalf of hours worked for probationary workers.
- C) The minimum rate for a probationary worker shall be ten dollars (\$10.00) per hour. In addition, the probationary employee shall be entitled to a four percent (4%) vacation allowance. Alternatively, if a higher hourly rate can be agreed between the employer and the employee, then that rate shall apply.
- D) A probationary employee must be assessed by an employer no later than between two and four weeks after the date of initial hiring. Such employee must then make application for Union membership or be dismissed from employment immediately following the assessment.

CRAFT APPENDIX "A" - RESILIENT FLOORING

The Union has agreed to enter into discussions with the Bureau and Contractors to gather information and to make recommendations to more effectively pursue small Commercial and Residential work.

Resilient Flooring:

It is agreed that the employer and employee affected may agree on different rates, provisions and hours than those contained herein so as to increase the competitive position of unionized employers.

CRAFT APPENDIX “B” – RESIDENTIAL DRYWALL AGREEMENT

BETWEEN: **International Union of Painters & Allied Trades, Local Union 1439**
(“Union”)

- and -

Construction Management Bureau
(“Contractor”)

WHEREAS the Parties hereto are parties to a collective agreement that establishes terms and conditions of employment in the construction industry on the mainland of Nova Scotia;

AND WHEREAS the Parties wish to obtain work in the residential sector of the construction industry and compete with the use of non-union contractors in the residential sector market of the construction industry;

NOW THEREFORE the Parties agree as follows:

1. Any contractor who is a Party to the Painter, Drywall Taper, Resilient Flooring & Glaziers Mainland Agreement may perform work in the residential sector of the construction industry in accordance with the terms and conditions stated herein.
2. The scope of work covered by this agreement shall be all work in the contractors’ scope of work with the exception of EIF’s work commonly known as Sto and Dryvit which shall be done as prescribed in the current Collective Agreement.
3. This agreement shall apply to residential work within the geographical jurisdiction of the Parties as prescribed in the current Collective Agreement.
4. Piece-work rates of pay shall be established between the workers and the employer. Any hourly workers employed on the project shall be Union members and paid as per the current Collective Agreement.
5. The workers performing work under the terms and conditions of this agreement shall not be members of the union. Should union members be utilized on such targeted projects they shall be employed as per the current Collective Agreement for commercial construction.

- 6. Any violation of this agreement shall be understood and agreed to be the loss of privileges for any and all future targeted projects at the discretion of the Union. Perceived violations of this agreement shall be subject to Section 107 of the Trade Union Act.
- 7. On projects where this Agreement is applied the contractor shall pay to the Union a fee of \$50.00 per unit. A unit is one apartment unit or one condominium unit.
- 8. This agreement shall be governed by Craft Schedule “C” in the current Painter, Drywall Taper, Resilient Flooring & Glaziers Mainland Collective Agreement.
- 9. This Agreement shall expire on April 30, 2009 and may or may not form part of future Collective Agreements at the sole discretion of the Union.

Signed on behalf of the Parties to this Agreement on this _____ day of _____, 2007 at Halifax, Nova Scotia by:

SIGNATORIES FOR AND ON BEHALF OF

CONSTRUCTION MANAGEMENT BUREAU

PAINTER, DRYWALL, RESILIENT
FLOORING & GLAZERS LOCAL 1439

DON CHISHOLM

FRANK MACKINNON

GREIG MACLEOD

Witness

DRYWALL TRADE CLASSIFICATION

- Guildfords Ltd.
- Joneljim Concrete Construction Limited
- Tartan Drywall Limited

PAINTER TRADE CLASSIFICATION

- A&G Crane Rentals Limited
- Joneljim Concrete Construction Limited
- Markland Associates Limited
- Parker Kaefer Inc.
- Smith & McCarthy Painting Contractors Ltd.
- Twin City Painting (1979) Limited

RESILIENT FLOORING TRADE CLASSIFICATION

- Nova Tile & Marble Limited
- Ralph Connor Company Limited

GLAZIER-PAINTER TRADE CLASSIFICATION

- Markland Associates Limited
- Stott Aluminum Corporation Limited

50