



# **AMENDMENT NOTICE**

**DATE:** February 14, 2024

**TO:** **Painter 1945, Drywall 1945, Glazier 1945 & Resilient Flooring 1945 Trade Classifications**

Allsteel Coa	Stella	Cameron	Jonejjim Con	Jim	Kehoe
AML Painting	Arnold	MacLeod	Jonejjim Con	Jon	Cecchetto
AML Painting	Susie	MacInnis	MacGregor's	Andy	MacGregor
Bay Tank and	Darren	Glover	MacGregor's	Mike	Corkum
Bay Tank and	Krystal	Haselhan	MacGregor's	James	MacPherson
Bay Tank and	Stephanie	Gray	Nova Tile &	Arwed	Gerstenberger
Brilun Const	Brian	Lund	Nova Tile &	Richard	Gerstenberger
Brilun Const	Shelley	Lund	Ralph Connor	Brian	Cluett
Cape Breton	Blair	MacKinnon	Ralph Connor	Christiana	Eckoldt
Guildfords I	Will	Brown	Roclan Const	Clayton	Bartlett
Guildfords I	Paul	DeCoste	Stott Alumin	Brean	Stott
Guildfords I	Curtis	McLoon	Tartan Inter	Chris	Chisholm
Jonejjim Con	Brendan	Standing	Tartan Inter	Gordon	Tucker

**CC:** Jonathan Gaul, Local 1945  
Jack Wall, Cape Breton Island Building & Construction Trades Council

**FROM:** Robert Shepherd

**RE:** **Amendment #10 to 2020-2025 Cape Breton Island Commercial Projects and Industrial Projects Collective Agreements for Painter 1945 Appendices**

**PAGES:** 6 (Commercial: one-page notice + cover page + amended pages)  
4 (Industrial: one-page notice + cover page + amended pages)

EFFECTIVE DATE	CHANGE(S) OR COMMENT(S)	PAGES AFFECTED
February 5, 2024	<ul style="list-style-type: none"> <li>I.U.P.A.T. District Council 39 Fund office has not moved, however, their mailing address has changed to: 24 Beechville Park Drive, Suite 201, Beechville, NS B3T 1L1</li> </ul>	<u>COMMERCIAL:</u> 7-9, 7-13, 7A-7, 7B-17  <u>INDUSTRIAL:</u> 7-8, 7-11

Attached is Amendment #10 to the 2020-2025 Cape Breton Island Commercial Projects and Industrial Projects Collective Agreement for the Painter 1945 Appendices, effective February 14, 2024 February 5, 2024.

Please review these pages and forward to your accounting and/or payroll departments as needed. The full amended collective agreements and the amended pages are now available for download in the Agreements section of our website under Cape Breton Island. Please visit [www.nscra.ca](http://www.nscra.ca) or <https://nscra.ca/agreements-cape-breton/>.

If you have any questions or concerns, please feel free to contact our office.

Thank you

**CAPE BRETON INDUSTRIAL PROJECTS  
COLLECTIVE AGREEMENT  
2020 - 2025**

- BETWEEN -

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

- AND -

**THE CAPE BRETON ISLAND  
BUILDING & CONSTRUCTION TRADES COUNCIL**  
(hereinafter referred to as the "Cape Breton Trades Council")

- AND -

**SIGNATORY BUILDING TRADE UNIONS**

*THIS AGREEMENT* dated at Sydney, Nova Scotia this 3rd day of November, 2020.

**EFFECTIVE DATE: JULY 30, 2020**  
**EXPIRATION DATE: JUNE 30, 2025**

Amendment #1 – Insulator 116 – January 24, 2021  
Amendment #2 – Insulator 116 – January 2, 2022  
Amendment #3 – Ironworker Rebar 752 & Ironworker Structural 752 – February 17, 2022  
Amendment #4 – Bricklayer 1 & Tile 1 – May 29, 2022  
Amendment #5 – June 13, 2022  
Amendment #6 – Pipefitter 682, Sheet Metal Workers 56 – July 1, 2022  
Amendment #7 – Millwright 1178 – January 1, 2023  
Amendment #8 – Ironworker Rebar 752, Ironworker Structural 752, Millwright 1178, Pipefitter 682, Roofer & Sheet Metal 56 – July 1, 2023  
Amendment #9 – Labourer 1115 – November 21, 2023  
Amendment #10 – Ironworker Rebar 752, Ironworker Structural 752 & Painter 1945 – February 5, 2024

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

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

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

- (a) The Trust Document under which the fund is controlled shall provide for equal Trustees in number and authority appointed by each of the Parties thereto.
- (b) The employer shall make contributions at the following rate per hour for each hour worked in accordance with Article 8C:

<u>July 30, 2020</u>	<u>July 1, 2021</u>	<u>July 1, 2022</u>	<u>July 1, 2023</u>	<u>July 1, 2024</u>
\$2.65	<u>\$2.70</u>	<u>\$2.80</u>	<u>\$2.90</u>	<u>\$3.00</u>

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

24 Beechville Park Drive, Suite 201

Beechville, NS B3T 1L1

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.

**Amendment #10 – February 5, 2024**

**UNIFIED REMITTANCE OF FUNDS:**

- A. Pursuant to Article 8C 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**  
 24 **Beechville** Park Drive, Suite 201  
**Beechville**, NS B3T 1L1  
 Phone: (902) 450-5068  
 Fax: (902) 450-1065
- and received by the Fund not later than the fifteenth (15<sup>th</sup>) 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, they shall submit a "nil" report unless it is clearly understood by all Parties that they have declared themselves "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.

**Amendment #10 – February 5, 2024**