

**PAINTER, DRYWALL TAPER, RESILIENT FLOORING
& GLAZIERS COLLECTIVE AGREEMENT
MAINLAND NOVA SCOTIA**

2026- 2030

BETWEEN

**NOVA SCOTIA CONSTRUCTION LABOUR RELATIONS ASSOCIATION
LIMITED**

(hereinafter referred to as the "NSCLRA")

260 Brownlow Avenue, Unit 1
Dartmouth, NS B3B 1V9
Phone: (902) 468-2283
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- AND -

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

(hereinafter referred to as the "Union")

24 Beechville Park Drive, Suite 201
Beechville, Nova Scotia B3T 1L1
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THIS AGREEMENT dated at Dartmouth, NS this 2nd day of September, 2026.

EFFECTIVE DATE: May 22, 2026
EXPIRATION DATE: April 30, 2030

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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 (labour-hours, materials and equipment) in excess of sixty million dollars (\$60,000,000.00).

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
11. Hydrogen plants

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

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, seniors' residences, 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 NSCLRA 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 NSCLRA 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 workers employed by the employer but does not include office and clerical workers; guards, watchperson; time checkers; material superintendents; technical personnel; superintendents; assistant superintendents; craft supervisors; permanent employees; or classifications above the rank of foreperson 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-NSCLRA 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 – DISCRIMINATION

- 4.01 The Parties hereby recognize and acknowledge their obligations and responsibilities pursuant to the Human Rights Act of Nova Scotia.
- 4.02 The Employer shall not discriminate against any employee by reason of their membership in the Union and/or their participation in its lawful activity.

ARTICLE 5 – UNION SECURITY

- 5.01 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.
- 5.02 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.
- 5.03 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 workers as requested, the employer may procure such workers elsewhere. Any employee so hired shall be subject to Articles 5.12 and 5.13 of this Agreement.
- 5.04 The employer may recall through the Union qualified, available workers 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.
- 5.05 It is agreed that the employer has the right to transfer employees.
- 5.06 The employer will hire a fair ratio of Apprentices to Journeypersons in each year of the Apprentices' classification, as per Article 33.07.
- 5.07 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.

- 5.08 Notwithstanding Article 5.07, upon the agreement of the Union the Employer may 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. The Employer will have any sub-contractor acknowledge in writing that it has notice of this Agreement and that it will abide by the Agreement. For the purposes of this Article “sub-contractor” shall mean any contractor who performs work for the employer on the project (job site) or as defined in the Agreement.
- 5.09 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 27 on the forms provided by the Administrator.
- 5.10 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.
- 5.11 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 27.
- 5.12 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.
- 5.13 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.
- 5.14 Any employee who refuses or neglects to sign the appropriate forms, or who revokes the authorization, or who resigns their membership in the appropriate Union will be deemed to have voluntarily separated and their employment will be terminated.

ARTICLE 6 – STEWARDS

- 6.01 The Business Agent or Business Manager may appoint Job/Shop Stewards after consultation with the Employer. 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 their duties as a journeyman they shall be permitted reasonable time to perform such of their Union duties as cannot be performed off the job. If it is necessary for the Steward to leave their work they must first obtain permission from the employer's representative on the job whenever possible. Such permission would not be unreasonably withheld. They shall assist the employer and the Union members in carrying out the provisions of this Agreement.
- 6.02 All Stewards shall receive training in the Collective Agreement and the role and duties of a Steward prior to their appointment. Such a training program shall be developed by the Union.
- 6.03 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 their alternate.
- 6.04 Under no circumstances shall the Job Steward make any arrangements with the General Foreperson, Foreperson or Management that will change or conflict in any way with any section or terms of this Collective Agreement.
- 6.05 Subject to all other items and conditions of this Agreement, the Steward shall be the third (3rd) last person remaining on the job site before they are laid off, except for just cause or offences outlined in Article 8.01.

ARTICLE 7 – ACCESS TO THE JOB SITE

- 7.01 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.
- 7.02 Representatives of the Union must request access from the employer's representative on the job prior to entering the work area.
- 7.03 Conduct on the job site will be subject to the general regulations of the employer and the owner.

ARTICLE 8 – MANAGEMENT RIGHTS

- 8.01 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 9 – DISCIPLINE

- 9.01 The procedure in disciplining an employee shall be:

- (a) First Warning: Provide the employee with a verbal warning. The warning shall be recorded by the Employer and communicated to the employee and the Union.
- (b) Second Warning: Warn the employee in writing of the offence. Warning notice to be signed by the employee's Foreperson and Job Steward if a Job Steward has been assigned to the site (Steward to sign only as a witness that the warning was given). Copy of the warning notice shall be sent to the Union office.
- (c) Third Warning: A third warning calls for a suspension. The length of the suspension to be at Employer's discretion, but not to exceed one (1) week. Written notice of the suspension shall be sent to the Union office.
- (d) Any offence after suspension: Employee may be terminated at the discretion of the Employer. Written notice of termination shall be sent to the Union office.

- 9.02 The above progressive discipline procedure is not applicable to the following offences, which may be subject to immediate termination at the Employer's discretion:

- Intoxication
- Insubordination
- Theft
- Physical altercation on site
- Illegal work stoppages
- Failure to follow company safety policies where the conduct could endanger life or result in serious injury: fall protection, LOTO, confined space, aerial work platforms, adherence to hazardous material practices.

- 9.03 No cellular telephones will be permitted to be used onsite by employees during working hours, except as explicitly authorized by the Employer. An employee shall not at any time, unless explicitly authorized by the Employer, using a cellular device, record any images or share, post or communicate information regarding a jobsite. Violations of this article shall be subject to the disciplinary procedure set out in Article 9.01.
- 9.04 Subject to site rules, Stewards may use cellular telephones on site in the course of their duties but shall not post any site images except as authorized by the Employer. If any employee is requested or required by the Employer to use their personal cellular telephone for work purposes, any additional use charges will be reimbursed by the Employer.
- 9.05 Any records or warnings or suspensions shall be removed from an employee's file if within twelve (12) months, there has not been any further discipline of the same or similar nature.

ARTICLE 10 – NORMAL HOURS OF WORK

10.01 The regular working week shall consist of forty (40) hours of work.

10.02 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.

10.03 **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.

10.04 **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.

10.05 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.

10.06 If mutually agreeable between the Employer and the employees, and with the consent of the Union, the hours of work may be changed from five (5) eight (8) hour days to four (4) ten (10) hour days.

ARTICLE 11 – SHIFT WORK

- 11.01 Shift work may be performed at the option of the employer.
- 11.02 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 premium at the rate of fifteen percent (15%).
- 11.03 Shifts shall be scheduled between Sunday midnight and Friday midnight.
- 11.04 No employee shall be compelled to work two (2) consecutive shifts.
- 11.05 Each employee shall have the right to eight (8) hours off between their scheduled shifts.
- 11.06 Employees working shifts are entitled to a lunch period, in accordance with Article 10.03 and 10.05, and rest periods in accordance with Article 10.04 and 10.05.

Split Shift:

- 11.07 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 12 – REPORTING TIME

- 12.01 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, they shall receive not less than two (2) hours pay at the applicable rate of wages.
- 12.02 If an employee commences work they 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.
- 12.03 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 they have 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.
- 12.04 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 their own accord.
- 12.05 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.
- 12.06 The employer shall determine when weather conditions on the job are such that members shall or shall not work.

ARTICLE 13 – CALL BACK TIME

- 13.01 Every employee who after completion of their 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 their regular working hours, shall be paid at their applicable overtime rate, but not less than two (2) hours.
- 13.02 When an employee is called out to work by the employer on Saturday, Sunday or a designated holiday, and they commence work, regardless of when called, Article 12 shall apply.
- 13.03 Travel time if applicable will be paid.
- 13.04 The provisions of Article 13 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 their regular straight time rate of wages for the actual hours of required attendance.

ARTICLE 14 – MAKE-UP TIME

- 14.01 Employees who have missed time during the normal scheduled hours, Monday through Friday, except for those reasons detailed in Article 15.06 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 15 – OVERTIME

- 15.01 On a 5x8 schedule, all hours worked in excess of eight (8) hours per day (Monday to Friday), up to ten (10) hours per day, shall be paid at one and one-half times (1-1/2x) the regular rate and all hours worked in excess of ten (10) hours per day (Monday to Friday) shall be paid at two times (2x) the regular rate.
- 15.02 On a 4x10 schedule, all hours worked in excess of ten (10) hours per day (Monday to Thursday), up to twelve (12) hours per day, shall be paid at one and one-half times (1-1/2x) the regular rate and all hours worked in excess of twelve (12) hours per day (Monday to Thursday) shall be paid at two times (2x) the regular rate. All hours worked on Friday shall be paid at one and one-half times (1-1/2x) the regular rate.
- 15.03 By mutual agreement between an employer and employee with the consent of the Union the employee may work up to forty-eight (48) hours per week Monday to Friday at the regular straight time rate of pay.
- 15.04 All hours worked on Saturday up to a total of eight (8) hours shall be paid at one and one-half times (1-1/2x) the regular rate. All hours worked in excess of eight hours per day Saturdays shall be paid at two times (2x) the regular rate. Once forty-eight (48) hours have been worked in a week, all further hours worked on Saturday shall be paid at two times (2x) the regular rate.
- 15.05 All hours worked on Sundays and designated holidays shall be paid for at two times (2x) the straight time rate of pay for such work.
- 15.06 For the purpose of determining overtime entitlement, hours not worked due to a statutory holiday, approved vacation, bereavement leave, jury duty, approved union business, sick leave by acceptable documentation, or other Employer approved leave shall be deemed hours worked.
- 15.07 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 thirty-five dollars (\$35.00), which shall be included with their pay for the pay period in which the overtime was worked.

ARTICLE 16 – VACATION AND HOLIDAY ALLOWANCE

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

ARTICLE 17 – DESIGNATED HOLIDAYS

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

CALENDAR YEAR 2026	HOLIDAY FALLS ON	HOLIDAY OBSERVED ON
Canada Day	Wednesday July 1, 2026	Same
Labour Day	Monday September 7, 2026	Same
National Day for Truth and Reconciliation	Wednesday September 30, 2026	Same
Thanksgiving Day	Monday October 12, 2026	Same
Remembrance Day	Wednesday November 11, 2026	Same
Christmas Day	Friday December 25, 2026	Same
Boxing Day	Saturday December 26, 2026	Monday December 28, 2026
CALENDAR YEAR 2027	HOLIDAY FALLS ON	HOLIDAY OBSERVED ON
New Years Day	Friday January 1, 2027	Same
Heritage Day	Monday February 15, 2027	Same
Good Friday	Friday March 26, 2027	Same
Victoria Day	Monday May 24, 2027	Same
Canada Day	Thursday July 1, 2027	Same
Labour Day	Monday September 6, 2027	Same
National Day for Truth and Reconciliation	Thursday September 30, 2027	Same
Thanksgiving Day	Monday October 11, 2027	Same
Remembrance Day	Thursday November 11, 2027	Same
Christmas Day	Saturday December 25, 2027	Monday December 27, 2027
Boxing Day	Sunday December 26, 2027	Tuesday December 28, 2027
CALENDAR YEAR 2028	HOLIDAY FALLS ON	HOLIDAY OBSERVED ON
New Years Day	Saturday January 1, 2028	Monday January 3, 2028
Heritage Day	Monday February 21, 2028	Same
Good Friday	Friday April 14, 2028	Same
Victoria Day	Monday May 22, 2028	Same
Canada Day	Saturday July 1, 2028	Monday July 3, 2028
Labour Day	Monday September 4, 2028	Same
National Day for Truth and Reconciliation	Saturday September 30, 2028	Monday October 2, 2028
Thanksgiving Day	Monday October 9, 2028	Same
Remembrance Day	Saturday November 11, 2028	Monday November 13, 2028
Christmas Day	Monday December 25, 2028	Same
Boxing Day	Tuesday December 26, 2028	Same

CALENDAR YEAR 2029	HOLIDAY FALLS ON		HOLIDAY OBSERVED ON
New Years Day	Monday	January 1, 2029	Same
Heritage Day	Monday	February 19, 2029	Same
Good Friday	Friday	March 30, 2029	Same
Victoria Day	Monday	May 21, 2029	Same
Canada Day	Sunday	July 1, 2029	Monday July 2, 2029
Labour Day	Monday	September 3, 2029	Same
National Day for Truth and Reconciliation	Sunday	September 30, 2029	Monday October 1, 2029
Thanksgiving Day	Monday	October 8, 2029	Same
Remembrance Day	Sunday	November 11, 2029	Monday November 12, 2029
Christmas Day	Wednesday	December 25, 2029	Same
Boxing Day	Thursday	December 26, 2029	Same
CALENDAR YEAR 2030	HOLIDAY FALLS ON		HOLIDAY OBSERVED ON
New Years Day	Tuesday	January 1, 2030	
Heritage Day	Monday	February 18, 2030	
Good Friday	Friday	April 19, 2030	

- 17.02 Employees required to work on any Designated Holidays shall be paid in accordance with the overtime provisions in Article 15, for all hours worked at the request of the employer. If part of the employee's shift falls on the twenty-four (24) hour period designated as a Holiday, the employee's entire shift will be paid at the Holiday rate of pay.
- 17.03 For the purpose of overtime calculation, when a holiday falls within the regularly scheduled work week and the holiday is observed as such, holiday hours will be included in the calculation of total hours worked for that week.
- 17.04 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.
- 17.05 Should new provincial statutory holidays be declared during the term of this agreement, these new holidays shall be incorporated into this agreement where applicable.

ARTICLE 18 – TRAVEL AND SUBSISTENCE

- 18.01 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 (18.01).
- 18.02 There shall be a forty-five (45) kilometre radius free zone around all projects outside the jurisdiction of Article 18.01.
- 18.03 The travelling rates in Article 18.05 shall apply to mileage travelled by the employee from their residence to the outside limit of the project free zone set out in Article 18.02 above.
- 18.04 An employee shall be paid mileage allowance rates set out in Article 18.05 when the employee uses their own vehicle at the employer's request to travel to a project zone. No mileage allowance under Article 18.05 shall be paid to the employee when the employer provides return transportation to the employee. Employees selected by the employer to drive the employer's vehicle to the jobsite shall be paid at the employee's hourly straight time rate of pay.
- 18.05 Mileage allowance rates will be paid two (2) ways. Mileage allowance rates per kilometre to be those published by the Canada Revenue Agency.
- 18.06 In lieu of mileage allowance as per Article 18.05, 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 Living Out Allowance (LOA) as follows:

<u>May 22, 2026</u>	<u>one hundred sixty-five dollars (\$165.00) per day</u>
<u>May 1, 2027</u>	<u>one hundred seventy dollars (\$170.00) per day</u>
<u>May 1, 2028</u>	<u>one hundred seventy-five dollars (\$175.00) per day</u>
<u>May 1, 2029</u>	<u>one hundred eighty dollars (\$180.00) per day</u>

The employer shall decide to either provide adequate accommodations or pay the above LOA at their option. If the employer decides to provide accommodations, a meal allowance of sixty-nine dollars (\$69.00) per day shall be paid. This rate shall be adjusted in accordance with Canada Revenue Agency guidelines.

- 18.07 When an employee who qualifies for LOA drives in their own vehicle to stay in local accommodations, the Employer shall pay for mileage driven as per Article 18.03 once at the beginning of the work week and once at the end of the work week. No mileage shall be paid to employees travelling in a company vehicle.
- 18.08 When an employee who qualifies for LOA pays for and stays in a hotel, motel or short-term rental and provides a receipt to the Employer, the Employer shall pay an additional forty dollars (\$40.00) allowance per day. This allowance will only be paid once daily per hotel, motel or short-term rental paid.
- 18.09 When an employee is required to travel from one site to another during the day and is required to use their own car they shall be paid for any parking charges incurred on that day in connection with their relocating to a new job site.

ARTICLE 19 – TERMINATION OF EMPLOYMENT OR LAYOFF

Layoffs and Severance Pay:

- 19.01 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.
- 19.02 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 their authorized representative on the job. Such employee shall be advised promptly by the employer of the cause for dismissal.

ARTICLE 20 – WAGES

- 20.01 The regular hourly rates of pay for each classification of worker 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.
- 20.02 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 21 – PAY PERIOD

- 21.01 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.
- 21.02 A clear statement of hours worked, earnings and deductions shall be attached to each weekly pay envelope or cheque. Upon mutual agreement by the employer and employee, pay information may be distributed electronically. The employer and employee may make alternate arrangements for delivery of statements.
- 21.03 Should the cheques not be distributed as set out herein, the employee shall immediately notify the employer.
- 21.04 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 22 – SAFETY AND HEALTH

- 22.01 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.
- 22.02 Employees shall not be required to work with unsafe equipment and conditions as specified by the Nova Scotia Occupational Health & Safety Act.
- 22.03 If an employee requires safety and/or trades-related training at the request of the employer, and that training is provided during the employee's regularly scheduled hours of work, the employee shall be paid at the regular rate of pay for the actual duration of the course up to a maximum of eight (8) hours per day.

When the union dispatches a member to an Employer, and that new employee does not have the required safety training (i.e. untrained or expired certification) the employee may be paid for undertaking such training at the discretion of the Employer.

As required by provincial legislation, all employees shall be paid by the Employer for undertaking first aid training at the request of the Employer.

- 22.04 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. Safety hats to be provided by the Employer and must be returned to the Employer on termination.
- 22.05 Adequate toilet facilities, potable drinking water (year round) and paper cups will be provided by the employer.
- 22.06 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.
- 22.07 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.

- 22.08 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.
- 22.09 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.
- 22.10 Safety items and climatic protective clothing issued to the employee must be returned to the employer on termination.
- 22.11 Piecework of any nature shall be a violation of this Agreement unless addressed in trade appendices.

ARTICLE 23 – BEREAVEMENT LEAVE

- 23.01 For employees with at least one year of continuous employment with a contractor, in the event of a death in the employee's immediate family (the employee's children, parents, grandparents, brothers, sisters, spouse, or spouse's parents) the Employer will grant to the employee up to two (2) days paid leave of absence for the purpose of making arrangements for or attending the funeral or memorial service, and up to three (3) days of unpaid leave.
- 23.02 For employees with more than six months but less than one year of continuous employment with a contractor, in the event of a death in the employee's immediate family (the employee's children, parents, grandparents, brothers, sisters, spouse, or spouse's parents) the Employer will grant to the employee one (1) paid day leave of absence for the purpose of making arrangements for or attending the funeral or memorial service, and up to four (4) days of unpaid leave.

ARTICLE 24 – JURISDICTIONAL DISPUTES

- 24.01 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.

- 24.02 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 475, R.S.N.S. 1989, as amended.

ARTICLE 25 – GRIEVANCE AND ARBITRATION

- 25.01 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.
- 25.02 Failing prompt resolution, the grievance may then be settled in the manner provided by Section 107 of the *Trade Union Act*, Chapter 475, R.S.N.S. 1989, as amended.

ARTICLE 26 – WORK AFTER HOURS (MOONLIGHTING)

- 26.01 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 27 – EMPLOYER CONTRIBUTIONS

27.01 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 below. Contributions and remittances for the various funds will be based on hours paid.

	May 22, 2026	May 1, 2027	May 1, 2028	May 1, 2029
Pension Fund Article <u>31A</u>	<u>\$6.20</u>	<u>\$6.30</u>	<u>\$6.40</u>	<u>\$6.55</u>
H & W Fund Article <u>28</u>	\$3.00	\$3.00	\$3.00	<u>\$3.10</u>
Training Article <u>39</u>	\$0.50	\$0.50	\$0.50	\$0.50
Org. Fund Article <u>37</u>	\$0.40	\$0.40	\$0.40	\$0.40
UAF Article <u>32</u>	<u>\$0.49</u>	<u>\$0.59</u>	<u>\$0.69</u>	\$0.69
Political Fund Article <u>30</u>	\$0.05	\$0.05	\$0.05	\$0.05
TOTAL PER HOUR	<u>\$10.64</u>	<u>\$10.84</u>	<u>\$11.04</u>	<u>\$11.29</u>
Market Recovery Fund (Industrial Only) Article <u>31</u>	\$0.25	\$0.25	\$0.25	\$0.25
TOTAL PER HOUR (INDUSTRIAL ONLY)	<u>\$10.89</u>	<u>\$11.09</u>	<u>\$11.29</u>	<u>\$11.54</u>

REMITTED TO:

I.U.P.A.T. District Council 39 Fund
24 Beechville Park Drive, Suite 201
Beechville, Nova Scotia B3T 1L1

CLRA Industry Improvement Fund Article <u>29</u>	\$0.16
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Remitted as per Article 29.

For Commercial and Residential Painters, see wage table in Craft Schedule “A”.

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 I.U.P.A.T. District Council 39 Monthly Remittance Form in accordance with Article 5.11.

27.02 Remittance of Funds

- (A) All Funds and Check-Off payments to the I.U.P.A.T. District Council 39 Fund shall be recorded and itemized on a remittance form supplied by the I.U.P.A.T. Atlantic Provinces Benefit Trust Fund. Remittance forms shall make provisions for the listing of each employee's name, social insurance number and number of hours paid. Reporting requirements for the CLRA Industry Improvement Fund shall be as per Article 29.
- (B) 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 "NSCLRA" 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.
- (C) Either Party 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.
- (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 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 I.U.P.A.T. District Council 39 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.

- 27.03 The Parties to this Collective Agreement agree that, in the interest of transparency, either Party may request of the other Party a report detailing the number of labour hours remitted per contractor under Article 27 during the prior six (6) months, in order to ensure consistent reporting. Such a request shall be made a maximum of two (2) times per year. Reports provided shall not be shared with individual contractors.

ARTICLE 28 – WELFARE FUND

The Parties hereto agree on a Welfare Fund as follows:

- 28.01 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.
- 28.02 The employer shall make contributions to the I.U.P.A.T. Benefit Trust Fund for each hour or portion thereof for which an employee receives pay at the following rates:
- May 22, 2026three dollars (\$3.00)
May 1, 2029three dollars ten cents (\$3.10)
- 28.03 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 NSCLRA shall incur any legal liability with regard to claims arising from the Welfare Fund.

ARTICLE 29 – CLRA INDUSTRY IMPROVEMENT FUND

29.01 All employers must contribute each month, on or before the fifteenth (15th) day of the following month, to the CLRA Industry Improvement Fund a total sum equal to sixteen cents (\$0.16) for each hour worked in that month to any employee covered by this Agreement. This will be paid by Electronic Funds Transfer (EFT) with hours reported at the time of payment via the CLRA Remittance Portal at iif.nsclra.ca.

Employers who are unable to remit payment by EFT should contact the CLRA at iif@nsclra.ca or by phone at 902-468-2283.

ARTICLE 30 – POLITICAL ACTION FUND

30.01 The employer shall remit five cents (\$0.05) per hour for each hour paid per employee as part of the Political Action Fund in accordance with Article 27. This five cents (\$0.05) is a contribution from the employee and the wage rates printed in this Collective Agreement have been reduced by a sum equal to the amount remitted.

ARTICLE 31 – MARKET RECOVERY FUND (INDUSTRIAL ONLY)

31.01 Employers signatory to the Agreement shall deduct and remit the sum indicated per hour paid for each employee being paid under the industrial wage rates and remit as per Article 27. The hourly minor and major industrial wage rates printed in Craft Schedules “A”, “B” & “C” have been reduced by a sum equal to the amount remitted.

Market Recovery Fundtwenty-five cents (\$0.25)

ARTICLE 31A – I.U.P.A.T. UNION AND INDUSTRY PENSION FUND (CANADA)

31A.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) Each hour or portion thereof for which an employee receives pay, the employer shall make a contribution to the Fund as follows:

<u>May 22, 2026.....</u>	<u>six dollars twenty cents (\$6.20)</u>
<u>May 1, 2027.....</u>	<u>six dollars thirty cents (\$6.30)</u>
<u>May 1, 2028.....</u>	<u>six dollars forty cents (\$6.40)</u>
<u>May 1, 2029.....</u>	<u>six dollars fifty-five cents (\$6.55)</u>
 - (c) If Apprenticeship block training is available, the Employer shall be notified by the Plan Administrator and shall pay two dollars (\$2.00) less per hour paid than the amount referenced above or in the individual trade appendices for each Apprentice covered by this agreement.
 - (d) 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.
 - (e) 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.
 - (f) 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 they 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 27.

ARTICLE 32 – UNION ADMINISTRATION FUND

32.01 The Employer agrees to remit as follows:

May 22, 2026forty-nine cents (\$0.49)
May 1, 2027fifty-nine cents (\$0.59)
May 1, 2028sixty-nine cents (\$0.69)

per hour paid for each employee and remit same in accordance with Article 27 of the main Agreement.

ARTICLE 33 – APPRENTICESHIP

- 33.01 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.
- 33.02 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.
- 33.03 The minimum rate of wages for persons employed in the trade under an Apprenticeship Agreement is in accordance with the Apprenticeship and Trades Qualification Act.
- 33.04 The minimum rates for indentured apprentices or apprentices until such time as an apprenticeship school is established shall be as follows:

APPRENTICES PAINTERS, DRYWALL TAPERS, FLOORING INSTALLERS AND ABATEMENT WORKERS

<u>First level</u>	<u>0 – 900 hours</u>	<u>60% of Journeyman's Rate</u>
<u>Second level</u>	<u>901 – 1800 hours</u>	<u>70% of Journeyman's Rate</u>
<u>Third level</u>	<u>1801 – 2700 hours</u>	<u>75% of Journeyman's Rate</u>
<u>Fourth level</u>	<u>2701 – 3600 hours</u>	<u>80% of Journeyman's Rate</u>
<u>Fifth level</u>	<u>3601 – 4500 hours</u>	<u>85% of Journeyman's Rate</u>
<u>Sixth level</u>	<u>4501 – 5400 hours</u>	<u>90% of Journeyman's Rate</u>

- 33.05 For Apprentice Painters, Drywall Tapers, Flooring Installers, and Abatement Workers, the hourly pension contribution shall be fifty percent (50%) of their respective Journeyman's contribution rate.

- 33.06 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.
- 33.07 The ratio of Journeyperson to Apprentice shall be 1:1 unless otherwise agreed upon by both the Union and the Employer.
- 33.08 Apprenticeship Education Fund: The purpose of this Fund is to assist Apprentices with expenses incurred while attending Apprenticeship training. If Apprenticeship block training is available, the Employer agrees to contribute the sum of two dollars (\$2.00) per hour paid, for each Apprentice covered by this Agreement. The remittance of these funds shall be as provided in Article 31A.

ARTICLE 34 – TOOL KIT

34.01 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

34.02 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.

34.03 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.

34.04 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 – 4-1/2", 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 35 – ENABLING

- 35.01 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.
- 35.02 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.).
- 35.03 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.
- 35.04 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.
- 35.05 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 36 – RE-OPENER

- 36.01 Recognizing that future developments may be such as to make changes in the terms and conditions of employment desirable, the Parties intend that each and every term and condition contained in this Collective Agreement between Painter Local 1439 and the CLRA may be amended upon the agreement of Painter Local 1439 and the CLRA.

ARTICLE 37 – ORGANIZING FUND

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

Organizing Fundforty cents (\$0.40)

ARTICLE 38 – DELINQUENT PAYMENTS

38.01 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 their 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 their 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 its members from the delinquent employer without contravening of the terms of this Agreement.

ARTICLE 39 – 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 Chair 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 journey person 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 for each hour paid 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 27.
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 40 – TERM OF AGREEMENT

- 40.01** The terms of this Agreement shall remain in force from the 22nd day of May, 2026 to the 30th day of April, 2030. Should either Party wish to change, add to or amend the above Agreement upon termination, they shall give at least sixty (60) days 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 notice prior to April 30th, 2030, 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.
- 40.02** 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 41 – SIGNATORIES

41.01 Dated this 2nd day of September, 2026.

SIGNATORIES FOR THE:

**NOVA SCOTIA CONSTRUCTION
LABOUR RELATIONS
ASSOCIATION LIMITED**

ROBERT SHEPHERD

CHRIS CHISHOLM

MICHAEL STONE

CALUM MACLEOD

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

JONATHAN GAUL

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WITNESS

CRAFT SCHEDULE "A" – PAINTERS AND RESILIENT FLOORS

This agreement pertains to industrial and commercial work in the construction industry on the mainland of Nova Scotia. Painter contractors should refer to the IUPAT Nova Scotia Marine, Bridge and Miscellaneous Work Agreement for work outside the scope of this agreement.

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:**PAINTER (MAJOR INDUSTRIAL):**

MAJOR INDUSTRIAL - JOURNEYPerson											
Effective Date	Hourly Rate	V & H (8%)	Pension	H & W	Training	Org. Fund	UAF	Political Fund	MRF	CLRA IIF	Total Package
May 22, 2026	\$43.04	\$3.44	\$6.20	\$3.00	\$0.50	\$0.40	\$0.49	\$0.05	\$0.25	\$0.16	\$57.53
May 1, 2027	\$44.57	\$3.57	\$6.30	\$3.00	\$0.50	\$0.40	\$0.59	\$0.05	\$0.25	\$0.16	\$59.39
May 1, 2028	\$46.11	\$3.69	\$6.40	\$3.00	\$0.50	\$0.40	\$0.69	\$0.05	\$0.25	\$0.16	\$61.25
May 1, 2029	\$48.41	\$3.87	\$6.55	\$3.10	\$0.50	\$0.40	\$0.69	\$0.05	\$0.25	\$0.16	\$63.98

For May 1, 2029, increase is subject to Cost of Living Memorandum of Agreement attached hereto.

PAINTER (MINOR INDUSTRIAL):

MINOR INDUSTRIAL - JOURNEYPerson											
Effective Date	Hourly Rate	V & H (8%)	Pension	H & W	Training	Org. Fund	UAF	Political Fund	MRF	CLRA IIF	Total Package
May 22, 2026	\$39.37	\$3.15	\$6.20	\$3.00	\$0.50	\$0.40	\$0.49	\$0.05	\$0.25	\$0.16	\$53.57
May 1, 2027	\$40.80	\$3.26	\$6.30	\$3.00	\$0.50	\$0.40	\$0.59	\$0.05	\$0.25	\$0.16	\$55.31
May 1, 2028	\$42.22	\$3.38	\$6.40	\$3.00	\$0.50	\$0.40	\$0.69	\$0.05	\$0.25	\$0.16	\$57.05
May 1, 2029	\$44.34	\$3.55	\$6.55	\$3.10	\$0.50	\$0.40	\$0.69	\$0.05	\$0.25	\$0.16	\$59.59

For May 1, 2029, increase is subject to Cost of Living Memorandum of Agreement attached hereto.

PAINTER (COMMERCIAL AND RESIDENTIAL):

COMMERCIAL AND RESIDENTIAL											
Position		Hourly Rate	V & H (8%)	Pension	H & W	Training	Org. Fund	UAF	Political Fund	CLRA IIF	Total Package
Effective Date: <u>May 22, 2026</u>											
Journeyman		<u>\$32.86</u>	<u>\$2.63</u>	\$4.00	\$1.55	<u>\$0.50</u>	<u>\$0.05</u>	<u>\$0.49</u>	<u>\$0.05</u>	\$0.16	<u>\$42.29</u>
Apprentice	4501 - 5400	<u>\$30.80</u>	<u>\$2.46</u>	\$2.00	\$1.55	<u>\$0.50</u>	<u>\$0.05</u>	<u>\$0.49</u>	<u>\$0.05</u>	\$0.16	<u>\$38.06</u>
Apprentice	3601 - 4500	<u>\$28.84</u>	<u>\$2.31</u>	\$2.00	\$1.55	<u>\$0.50</u>	<u>\$0.05</u>	<u>\$0.49</u>	<u>\$0.05</u>	\$0.16	<u>\$35.95</u>
Apprentice	2701 - 3600	<u>\$26.88</u>	<u>\$2.15</u>	\$2.00	\$1.55	<u>\$0.50</u>	<u>\$0.05</u>	<u>\$0.49</u>	<u>\$0.05</u>	\$0.16	<u>\$33.83</u>
Apprentice	1801 - 2700	<u>\$24.93</u>	<u>\$1.99</u>	\$2.00	\$1.55	<u>\$0.50</u>	<u>\$0.05</u>	<u>\$0.49</u>	<u>\$0.05</u>	\$0.16	<u>\$31.72</u>
Apprentice	901 - 1800	<u>\$22.96</u>	<u>\$1.84</u>	\$2.00	\$1.55	<u>\$0.50</u>	<u>\$0.05</u>	<u>\$0.49</u>	<u>\$0.05</u>	\$0.16	<u>\$29.60</u>
Apprentice	0 - 900	<u>\$19.05</u>	<u>\$1.52</u>	\$2.00	\$1.55	<u>\$0.50</u>	<u>\$0.05</u>	<u>\$0.49</u>	<u>\$0.05</u>	\$0.16	<u>\$25.37</u>
Effective Date: <u>May 1, 2027</u>											
Journeyman		<u>\$34.04</u>	<u>\$2.72</u>	\$4.00	\$1.55	<u>\$0.50</u>	<u>\$0.05</u>	<u>\$0.59</u>	<u>\$0.05</u>	\$0.16	<u>\$43.66</u>
Apprentice	4501 - 5400	<u>\$31.84</u>	<u>\$2.55</u>	\$2.00	\$1.55	<u>\$0.50</u>	<u>\$0.05</u>	<u>\$0.59</u>	<u>\$0.05</u>	\$0.16	<u>\$39.29</u>
Apprentice	3601 - 4500	<u>\$29.82</u>	<u>\$2.39</u>	\$2.00	\$1.55	<u>\$0.50</u>	<u>\$0.05</u>	<u>\$0.59</u>	<u>\$0.05</u>	\$0.16	<u>\$37.11</u>
Apprentice	2701 - 3600	<u>\$27.81</u>	<u>\$2.22</u>	\$2.00	\$1.55	<u>\$0.50</u>	<u>\$0.05</u>	<u>\$0.59</u>	<u>\$0.05</u>	\$0.16	<u>\$34.93</u>
Apprentice	1801 - 2700	<u>\$25.78</u>	<u>\$2.06</u>	\$2.00	\$1.55	<u>\$0.50</u>	<u>\$0.05</u>	<u>\$0.59</u>	<u>\$0.05</u>	\$0.16	<u>\$32.74</u>
Apprentice	901 - 1800	<u>\$23.76</u>	<u>\$1.90</u>	\$2.00	\$1.55	<u>\$0.50</u>	<u>\$0.05</u>	<u>\$0.59</u>	<u>\$0.05</u>	\$0.16	<u>\$30.56</u>
Apprentice	0 - 900	<u>\$19.72</u>	<u>\$1.58</u>	\$2.00	\$1.55	<u>\$0.50</u>	<u>\$0.05</u>	<u>\$0.59</u>	<u>\$0.05</u>	\$0.16	<u>\$26.20</u>
Effective Date: <u>May 1, 2028</u>											
Journeyman		<u>\$35.21</u>	<u>\$2.82</u>	\$4.00	\$1.55	<u>\$0.50</u>	<u>\$0.05</u>	<u>\$0.69</u>	<u>\$0.05</u>	\$0.16	<u>\$45.03</u>
Apprentice	4501 - 5400	<u>\$32.90</u>	<u>\$2.63</u>	\$2.00	\$1.55	<u>\$0.50</u>	<u>\$0.05</u>	<u>\$0.69</u>	<u>\$0.05</u>	\$0.16	<u>\$40.53</u>
Apprentice	3601 - 4500	<u>\$30.81</u>	<u>\$2.47</u>	\$2.00	\$1.55	<u>\$0.50</u>	<u>\$0.05</u>	<u>\$0.69</u>	<u>\$0.05</u>	\$0.16	<u>\$38.28</u>
Apprentice	2701 - 3600	<u>\$28.72</u>	<u>\$2.30</u>	\$2.00	\$1.55	<u>\$0.50</u>	<u>\$0.05</u>	<u>\$0.69</u>	<u>\$0.05</u>	\$0.16	<u>\$36.02</u>
Apprentice	1801 - 2700	<u>\$26.64</u>	<u>\$2.13</u>	\$2.00	\$1.55	<u>\$0.50</u>	<u>\$0.05</u>	<u>\$0.69</u>	<u>\$0.05</u>	\$0.16	<u>\$33.77</u>
Apprentice	901 - 1800	<u>\$24.56</u>	<u>\$1.96</u>	\$2.00	\$1.55	<u>\$0.50</u>	<u>\$0.05</u>	<u>\$0.69</u>	<u>\$0.05</u>	\$0.16	<u>\$31.52</u>
Apprentice	0 - 900	<u>\$20.39</u>	<u>\$1.63</u>	\$2.00	\$1.55	<u>\$0.50</u>	<u>\$0.05</u>	<u>\$0.69</u>	<u>\$0.05</u>	\$0.16	<u>\$27.02</u>
Effective Date: <u>May 1, 2029</u>											
Journeyman		<u>\$36.97</u>	<u>\$2.96</u>	\$4.00	<u>\$1.65</u>	<u>\$0.50</u>	<u>\$0.05</u>	<u>\$0.69</u>	<u>\$0.05</u>	\$0.16	<u>\$47.03</u>
Apprentice	4501 - 5400	<u>\$34.47</u>	<u>\$2.76</u>	\$2.00	<u>\$1.65</u>	<u>\$0.50</u>	<u>\$0.05</u>	<u>\$0.69</u>	<u>\$0.05</u>	\$0.16	<u>\$42.33</u>
Apprentice	3601 - 4500	<u>\$32.30</u>	<u>\$2.58</u>	\$2.00	<u>\$1.65</u>	<u>\$0.50</u>	<u>\$0.05</u>	<u>\$0.69</u>	<u>\$0.05</u>	\$0.16	<u>\$39.98</u>
Apprentice	2701 - 3600	<u>\$30.11</u>	<u>\$2.41</u>	\$2.00	<u>\$1.65</u>	<u>\$0.50</u>	<u>\$0.05</u>	<u>\$0.69</u>	<u>\$0.05</u>	\$0.16	<u>\$37.62</u>
Apprentice	1801 - 2700	<u>\$27.94</u>	<u>\$2.23</u>	\$2.00	<u>\$1.65</u>	<u>\$0.50</u>	<u>\$0.05</u>	<u>\$0.69</u>	<u>\$0.05</u>	\$0.16	<u>\$35.27</u>
Apprentice	901 - 1800	<u>\$25.76</u>	<u>\$2.06</u>	\$2.00	<u>\$1.65</u>	<u>\$0.50</u>	<u>\$0.05</u>	<u>\$0.69</u>	<u>\$0.05</u>	\$0.16	<u>\$32.92</u>
Apprentice	0 - 900	<u>\$21.41</u>	<u>\$1.71</u>	\$2.00	<u>\$1.65</u>	<u>\$0.50</u>	<u>\$0.05</u>	<u>\$0.69</u>	<u>\$0.05</u>	\$0.16	<u>\$28.22</u>

For May 1, 2029, increase is subject to Cost of Living Memorandum of Agreement attached hereto.

It is understood and agreed that the Commercial and Residential 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 & ABRASIVE BLASTERS & WATER BLASTERS (1 CATEGORY)****Premium**

All employees employed in the spray/painter/abrasive blaster or water blaster category in possession of AMPP CAS Level 2 certification or equivalent, and all Equipment Mechanics and Welders will receive a premium of five dollars (\$5.00) per hour, all other including Apprentices shall receive a premium of two dollars (\$2.00) per hour.

If the employee is involved in spray painting, abrasive blasting or water blasting and shuts down for any reason during the last two hours of the scheduled shift, they will be paid the premium for the full shift.

FOREPERSON

Foreperson in charge of five (5) or more workers will be in possession of a Better SuperVision certificate or Supervisory Competency certificate as recognized by the Industrial Painter Training and Qualification Committee and shall receive a premium of fifteen percent (15%) above the Journeyperson rate of pay. The same foreperson without a Better SuperVision certificate or Supervisory Competency certificate shall receive a premium of ten percent (10%) above the Journeyperson rate of pay.

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

RED SEAL PREMIUM

A wage differential shall be paid to employees in possession of an appropriate Red Seal certificate in their respective trades as follows:

- 1) Commercial Journeypersons who are in possession of a Red Seal Painter and Decorator certification shall receive an additional five percent (5%) per hour above the base Journeyperson's rate of pay.
- 2) Industrial and Major Industrial Journeypersons who are in possession of a Red Seal Industrial Coating Applicator certification shall receive an additional five percent (5%) per hour above the base Journeyperson's rate of pay.
- 3) For the duration of this collective agreement, Journeypersons who complete their Trade Qualifier and pass the qualifying exam will qualify for the above Red Seal wage differential. Upon expiry of this collective agreement on April 30, 2030, Journeypersons must complete the necessary Apprenticeship technical training and pass the Red Seal exam to qualify for this Red Seal wage differential.

NOTE: NO EMPLOYEE SHALL BE REQUIRED TO USE A SPRAY GUN IF THEY FEEL IT WILL BE INJURIOUS TO THEIR HEALTH

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

Coveralls and gloves will be supplied to the spray painter, abrasive blaster or water blaster and the employee assisting and shall remain the property of the employer.

Coveralls and gloves will be supplied, when required, to all employees working under the major or minor industrial sector. The coveralls 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/or swinging stage with a direct free fall drop as follows:

Fifty (50) to one hundred (100) feet forty cents (\$0.40) per hour
Over one hundred (100) feeteighty-five cents (\$0.85) per hour

Rope Access Training Premiums

Employees with up to date Rope Access Training shall receive the following premium per hour worked when engaged in Rope Access work:

Level 2 Rope Access Training..... \$6.00 per hour worked
Level 3 Rope Access Training..... \$15.00 per hour worked

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.

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 persons recruited from the non-union sector whose skill level is yet to be determined. A probationary worker must have worked a minimum of one thousand (1000) hours in the trade.
- 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 two dollars (\$2.00) per hour above the minimum wage set by the province of Nova Scotia. 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 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.

Pre-Apprentice:

- A) All new entrants into the Union with minimal or no experience shall be considered Pre-Apprentices. The Employer must ensure that the Pre-Apprentice is supervised while performing work. The duration of a Pre-Apprentice's term is for a maximum of one thousand (1000) hours worked. Hours worked as a Pre-Apprentice shall not be included in the calculation of hours worked as an Apprentice.
- B) The rate of pay for a Pre-Apprentice shall be fifty percent (50%) of the Journeyperson's Rate, not including any Pension Fund remittance under Article 31A.

Industrial Painter Training and Qualification Committee:

There shall be an Industrial Painter Training and Qualification Committee. It will be comprised of four members. The purpose of the Committee will be to provide advice to the JATF Director of Training on the training, qualifications and classification of workers. Two members of the Committee will be appointed by the Union and two members will be appointed from the employers in the Industrial Painting trade classification group. The Committee will meet as necessary.

ABATEMENT:

This Craft Schedule shall cover all asbestos abatement and related work including erection and dismantling of hoarding, preparation, masking, wetting, scraping, cleaning, spraying and any other activities related to the encapsulation or removal of asbestos containing materials. This Craft Schedule shall also include all work associated with the removal, abatement and/or encapsulation of PCB's, lead dust, heavy metals, other hazardous wastes and/or chemicals, and lead-based paints and/or other lead-based coatings.

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

Workers performing asbestos abatement and related work will be given sufficient time to clean up before a thirty (30) minute lunch break.

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 sprinkler baffles, 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.

1. GLASS AND METAL MECHANIC FULLY QUALIFIED (JOURNEYPERSON):

Shall be in possession of a Red Seal certification, or a certificate of trade qualifications as issued by a Provincial authority or by the JATF Director of Training, or have demonstrated knowledge of or have experience pertaining to the following:

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. Be capable of measuring for same; reading blueprints and shop drawings involving our section and able to co-ordinate metal on all types of jobs. 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. Be capable of caulking. Be capable of preparing and submitting reports as directed by the Lead Hand or Foreperson.

2. GLASS AND METAL SETTER (6301-7200 HOURS):

90% OF JOURNEYPERSON RATE:

Shall have demonstrated knowledge of or have experience pertaining to the following:

Install all types of glass 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 the safe storage of materials on jobs and proper job procedures.

3. GLASS AND METAL SETTER HELPER LEVEL #5 (5401-6300 HOURS):

85% OF JOURNEYPERSON RATE:

Assist Mechanic or Setter in whatever capacity is required.

4. GLASS AND METAL SETTER HELPER LEVEL #4 (4501-5400 HOURS):

80% OF JOURNEYPERSON RATE:

Assist Mechanic or Setter in whatever capacity is required. A Setter Helper Level #4 will advance to Setter Helper Level #5 only on the recommendation of the Employer or the JATF Director of Training. Once a worker is advanced, the classification is permanent unless amended in accordance with the procedure herein stated.

5. GLASS AND METAL SETTER HELPER LEVEL #3 (3601-4500 HOURS):

75% OF JOURNEYPERSON RATE:

Assist Mechanic or Setter in whatever capacity is required.

6. GLASS AND METAL SETTER HELPER LEVEL #2 (1801-3600 HOURS):**70% OF JOURNEYPERSON RATE**

Assist Mechanic or Setter in whatever capacity is required. A Setter Helper Level #2 will advance to Setter Helper Level #3 only on the recommendation of the Employer or the JATF Director of Training. Once a worker is advanced, the classification is permanent unless amended in accordance with the procedure herein stated.

7. GLASS AND METAL SETTER HELPER LEVEL #1 (0-1800 HOURS):**60% OF JOURNEYPERSON RATE**

For Small Jobs, pension contributions do not apply for Glass and Metal Setter Helper Level #1.

GLAZIER (MAJOR INDUSTRIAL PROJECTS AND COMMERCIAL PROJECTS OVER \$50 MILLION TOTAL PROJECT VALUE)

GLASS & METAL MECHANIC FULLY QUALIFIED (JOURNEYPerson)											
Effective Date	Hourly Rate	V & H (8%)	Pension	H & W	Training	Org. Fund	UAF	Political Fund	MRF	CLRA IIF	Total Package
May 22, 2026	\$42.51	\$3.40	\$6.20	\$3.00	\$0.50	\$0.40	\$0.49	\$0.05	\$0.25	\$0.16	\$56.96
May 1, 2027	\$44.04	\$3.52	\$6.30	\$3.00	\$0.50	\$0.40	\$0.59	\$0.05	\$0.25	\$0.16	\$58.81
May 1, 2028	\$45.56	\$3.65	\$6.40	\$3.00	\$0.50	\$0.40	\$0.69	\$0.05	\$0.25	\$0.16	\$60.66
May 1, 2029	\$47.83	\$3.83	\$6.55	\$3.10	\$0.50	\$0.40	\$0.69	\$0.05	\$0.25	\$0.16	\$63.36

For May 1, 2029, increase is subject to Cost of Living Memorandum of Agreement attached hereto.

GLAZIER (ALL PROJECTS UNDER \$50 MILLION TOTAL PROJECT VALUE)

GLASS & METAL MECHANIC FULLY QUALIFIED (JOURNEYMAN)											
Effective Date	Hourly Rate	V & H (8%)	Pension	H & W	Training	Org. Fund	UAF	Political Fund	MRF	CLRA IIF	Total Package
May 22, 2026	\$38.33	\$3.07	\$6.20	\$3.00	\$0.50	\$0.40	\$0.49	\$0.05	\$0.25	\$0.16	\$52.45
May 1, 2027	\$39.72	\$3.18	\$6.30	\$3.00	\$0.50	\$0.40	\$0.59	\$0.05	\$0.25	\$0.16	\$54.15
May 1, 2028	\$41.11	\$3.29	\$6.40	\$3.00	\$0.50	\$0.40	\$0.69	\$0.05	\$0.25	\$0.16	\$55.85
May 1, 2029	\$43.19	\$3.45	\$6.55	\$3.10	\$0.50	\$0.40	\$0.69	\$0.05	\$0.25	\$0.16	\$58.34

For May 1, 2029, increase is subject to Cost of Living Memorandum of Agreement attached hereto.

GLAZIER (SMALL JOBS)

This Small Jobs wage schedule shall apply to any project where the total Glazing package is less than one million dollars (\$1,000,000), except for Major Industrial Projects as defined in Article 1A. The Employer shall provide proof of value, satisfactory to the Union, of total Glazing package upon request of the Union.

GLASS & METAL MECHANIC FULLY QUALIFIED (JOURNEYMAN)										
Effective Date	Hourly Rate	V & H (8%)	Pension	H & W	Training	Org. Fund	UAF	Political Fund	CLRA IIF	Total Package
<u>May 22, 2026</u>	<u>\$35.39</u>	<u>\$2.83</u>	<u>\$6.20</u>	\$3.00	\$0.50	\$0.40	<u>\$0.49</u>	\$0.05	\$0.16	<u>\$49.02</u>
<u>May 1, 2027</u>	<u>\$36.68</u>	<u>\$2.93</u>	<u>\$6.30</u>	\$3.00	\$0.50	\$0.40	<u>\$0.59</u>	\$0.05	\$0.16	<u>\$50.61</u>
<u>May 1, 2028</u>	<u>\$37.96</u>	<u>\$3.04</u>	<u>\$6.40</u>	\$3.00	\$0.50	\$0.40	<u>\$0.69</u>	\$0.05	\$0.16	<u>\$52.20</u>
<u>May 1, 2029</u>	<u>\$39.88</u>	<u>\$3.19</u>	<u>\$6.55</u>	<u>\$3.10</u>	\$0.50	\$0.40	\$0.69	\$0.05	\$0.16	<u>\$54.52</u>

For May 1, 2029, increase is subject to Cost of Living Memorandum of Agreement attached hereto.

GLASS AND METAL SETTER (SMALL JOBS)											
		Hourly Rate	V & H (8%)	Pensio n	H & W	Training	Org. Fund	UAF	Politica l Fund	CLRA IIF	Total Package
Effective Date: May 22, 2026											
Setter	90%	<u>\$31.43</u>	<u>\$2.51</u>	<u>\$5.58</u>	\$3.00	\$0.50	\$0.40	<u>\$0.49</u>	\$0.05	\$0.16	<u>\$44.12</u>
Helper 5	85%	<u>\$29.44</u>	<u>\$2.36</u>	<u>\$5.27</u>	\$3.00	\$0.50	\$0.40	<u>\$0.49</u>	\$0.05	\$0.16	<u>\$41.67</u>
Helper 4	80%	<u>\$27.46</u>	<u>\$2.20</u>	<u>\$4.96</u>	\$3.00	\$0.50	\$0.40	<u>\$0.49</u>	\$0.05	\$0.16	<u>\$39.22</u>
Helper 3	75%	<u>\$25.47</u>	<u>\$2.04</u>	<u>\$4.65</u>	\$3.00	\$0.50	\$0.40	<u>\$0.49</u>	\$0.05	\$0.16	<u>\$36.76</u>
Helper 2	70%	<u>\$23.49</u>	<u>\$1.88</u>	<u>\$4.34</u>	\$3.00	\$0.50	\$0.40	<u>\$0.49</u>	\$0.05	\$0.16	<u>\$34.31</u>
Helper 1	60%	<u>\$22.97</u>	<u>\$1.84</u>	\$0.00	\$3.00	\$0.50	\$0.40	<u>\$0.49</u>	\$0.05	\$0.16	<u>\$29.41</u>
Effective Date: May 1, 2027											
Setter	90%	<u>\$32.57</u>	<u>\$2.61</u>	<u>\$5.67</u>	\$3.00	\$0.50	\$0.40	<u>\$0.59</u>	\$0.05	\$0.16	<u>\$45.55</u>
Helper 5	85%	<u>\$30.52</u>	<u>\$2.44</u>	<u>\$5.36</u>	\$3.00	\$0.50	\$0.40	<u>\$0.59</u>	\$0.05	\$0.16	<u>\$43.02</u>
Helper 4	80%	<u>\$28.47</u>	<u>\$2.28</u>	<u>\$5.04</u>	\$3.00	\$0.50	\$0.40	<u>\$0.59</u>	\$0.05	\$0.16	<u>\$40.49</u>
Helper 3	75%	<u>\$26.43</u>	<u>\$2.11</u>	<u>\$4.72</u>	\$3.00	\$0.50	\$0.40	<u>\$0.59</u>	\$0.05	\$0.16	<u>\$37.96</u>
Helper 2	70%	<u>\$24.37</u>	<u>\$1.95</u>	<u>\$4.41</u>	\$3.00	\$0.50	\$0.40	<u>\$0.59</u>	\$0.05	\$0.16	<u>\$35.43</u>
Helper 1	60%	<u>\$23.77</u>	<u>\$1.90</u>	\$0.00	\$3.00	\$0.50	\$0.40	<u>\$0.59</u>	\$0.05	\$0.16	<u>\$30.37</u>
Effective Date: May 1, 2028											
Setter	90%	<u>\$33.72</u>	<u>\$2.70</u>	<u>\$5.76</u>	\$3.00	\$0.50	\$0.40	<u>\$0.69</u>	\$0.05	\$0.16	<u>\$46.98</u>
Helper 5	85%	<u>\$31.60</u>	<u>\$2.53</u>	<u>\$5.44</u>	\$3.00	\$0.50	\$0.40	<u>\$0.69</u>	\$0.05	\$0.16	<u>\$44.37</u>
Helper 4	80%	<u>\$29.48</u>	<u>\$2.36</u>	<u>\$5.12</u>	\$3.00	\$0.50	\$0.40	<u>\$0.69</u>	\$0.05	\$0.16	<u>\$41.76</u>
Helper 3	75%	<u>\$27.36</u>	<u>\$2.19</u>	<u>\$4.80</u>	\$3.00	\$0.50	\$0.40	<u>\$0.69</u>	\$0.05	\$0.16	<u>\$39.15</u>
Helper 2	70%	<u>\$25.24</u>	<u>\$2.02</u>	<u>\$4.48</u>	\$3.00	\$0.50	\$0.40	<u>\$0.69</u>	\$0.05	\$0.16	<u>\$36.54</u>
Helper 1	60%	<u>\$24.56</u>	<u>\$1.96</u>	\$0.00	\$3.00	\$0.50	\$0.40	<u>\$0.69</u>	\$0.05	\$0.16	<u>\$31.32</u>
Effective Date: May 1, 2029											
Setter	90%	<u>\$35.44</u>	<u>\$2.83</u>	<u>\$5.90</u>	<u>\$3.10</u>	\$0.50	\$0.40	\$0.69	\$0.05	\$0.16	<u>\$49.07</u>
Helper 5	85%	<u>\$33.21</u>	<u>\$2.66</u>	<u>\$5.57</u>	<u>\$3.10</u>	\$0.50	\$0.40	\$0.69	\$0.05	\$0.16	<u>\$46.34</u>
Helper 4	80%	<u>\$31.00</u>	<u>\$2.48</u>	<u>\$5.24</u>	<u>\$3.10</u>	\$0.50	\$0.40	\$0.69	\$0.05	\$0.16	<u>\$43.62</u>
Helper 3	75%	<u>\$28.78</u>	<u>\$2.30</u>	<u>\$4.91</u>	<u>\$3.10</u>	\$0.50	\$0.40	\$0.69	\$0.05	\$0.16	<u>\$40.89</u>
Helper 2	70%	<u>\$26.56</u>	<u>\$2.12</u>	<u>\$4.58</u>	<u>\$3.10</u>	\$0.50	\$0.40	\$0.69	\$0.05	\$0.16	<u>\$38.16</u>
Helper 1	60%	<u>\$25.75</u>	<u>\$2.06</u>	\$0.00	<u>\$3.10</u>	\$0.50	\$0.40	\$0.69	\$0.05	\$0.16	<u>\$32.71</u>

For May 1, 2029, increase is subject to Cost of Living Memorandum of Agreement attached hereto.

A. WORK TOOLS:

All necessary tools other than those listed below 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 they replace 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, they shall discuss the objections with the Shop Steward with the view of reaching a mutually satisfactory decision.

MINIMUM TOOL LIST**Glass and Metal Setter Helper Level #1**

- Fastener apron
- 16 oz. Hammer
- 25 ft. tape measure
- 1" Olfa knife (blades supplied by contractor)
- Razor blade scraper

Glass and Metal Setter Helper Level #3

- Add: Dead blow hammer
- Glass bar
- Wonder bar
- Locking pliers
- Heavy duty scissors

Glass and Metal Setter Helper Level #4

- Add: Framing square
- Combination square

B. 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.

C. PREMIUM:

Foreperson in charge of five (5) or more workers will be in possession of a Better SuperVision certificate or Supervisory Competency certificate as recognized by the Glazier Training and Qualification Committee as a condition of appointment and shall receive a premium of fifteen percent (15%) above the Journeyperson rate of pay.

Lead Hands in charge of three (3) or more workers shall receive a premium of ten percent (10%) above the Journeyperson rate of pay. There shall be one (1) Lead Hand on job sites when three (3) or more workers are working simultaneously on the job site.

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

RED SEAL PREMIUM:

A wage differential shall be paid to employees in possession of an appropriate Red Seal certificate in their respective trades as follows:

- 1) Journeypersons who are in possession of a Red Seal Glazier certification shall receive an additional five percent (5%) per hour above the base Journeyperson's rate of pay.
- 2) For the duration of this collective agreement, Journeypersons who complete their Trade Qualifier and pass the qualifying exam will qualify for the above Red Seal wage differential. Upon expiry of this collective agreement on April 30, 2030, Journeypersons must complete the necessary Apprenticeship technical training and pass the Red Seal exam to qualify for this Red Seal wage differential.

Swing Stage:

Effective May 1, 2027, an employee shall receive a premium of two dollars and fifty cents (\$2.50) per hour above the applicable rate of pay for all hours worked on a swing stage set-up (beams and weights) of over fifty (50) feet.

D. EMPLOYEE RECLASSIFICATION:

If an Employer believes that a worker is not properly classified, the Employer and Union will meet to discuss amendment of the classification.

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 two dollars (\$2.00) per hour above the minimum wage set by the province of Nova Scotia. 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.

Glazier Training and Qualification Committee:

There shall be a Glazier Training and Qualification Committee. It will be comprised of four members. The purpose of the Committee will be to provide advice to the JATF Director of Training on the training, qualifications and classification of workers. Two members of the Committee will be appointed by the Union and two members will be appointed from the employers in the Glazier trade classification group. The Committee will meet as necessary.

Voluntary Termination of Employment:

If a Union member terminates their employment to accept employment with another Employer at a higher rate of pay, that member shall be ineligible for dispatch for a period of thirty (30) days from the date of the termination of their employment.

This Article shall not apply in cases where a Union member has a legitimate explanation for terminating their employment. The Employers involved and the Union shall meet to discuss the circumstances. The Union shall determine whether a member has a legitimate reason for changing employment and whether a period of ineligibility should be imposed.

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:

DRYWALL MAJOR INDUSTRIAL PROJECTS:

DRYWALL - JOURNEYPerson											
Effective Date	Hourly Rate	V & H (8%)	Pension	H & W	Training	Org. Fund	UAF	Political Fund	MRF	CLRA IIF	Total Package
<u>May 22, 2026</u>	<u>\$41.03</u>	<u>\$3.28</u>	<u>\$6.20</u>	\$3.00	\$0.50	\$0.40	<u>\$0.49</u>	\$0.05	\$0.25	\$0.16	<u>\$55.36</u>
<u>May 1, 2027</u>	<u>\$42.50</u>	<u>\$3.40</u>	<u>\$6.30</u>	\$3.00	\$0.50	\$0.40	<u>\$0.59</u>	\$0.05	\$0.25	\$0.16	<u>\$57.15</u>
<u>May 1, 2028</u>	<u>\$43.97</u>	<u>\$3.52</u>	<u>\$6.40</u>	\$3.00	\$0.50	\$0.40	<u>\$0.69</u>	\$0.05	\$0.25	\$0.16	<u>\$58.94</u>
<u>May 1, 2029</u>	<u>\$46.17</u>	<u>\$3.69</u>	<u>\$6.55</u>	<u>\$3.10</u>	\$0.50	\$0.40	\$0.69	\$0.05	\$0.25	\$0.16	<u>\$61.56</u>

For May 1, 2029, increase is subject to Cost of Living Memorandum of Agreement attached hereto.

DRYWALL (ALL OTHER WORK):

DRYWALL - JOURNEYPerson										
Effective Date	Hourly Rate	V & H (8%)	Pension	H & W	Training	Org. Fund	UAF	Political Fund	CLRA IIF	Total Package
<u>May 22, 2026</u>	<u>\$34.92</u>	<u>\$2.79</u>	<u>\$6.20</u>	\$3.00	\$0.50	\$0.40	<u>\$0.49</u>	\$0.05	\$0.16	<u>\$48.51</u>
<u>May 1, 2027</u>	<u>\$36.19</u>	<u>\$2.89</u>	<u>\$6.30</u>	\$3.00	\$0.50	\$0.40	<u>\$0.59</u>	\$0.05	\$0.16	<u>\$50.08</u>
<u>May 1, 2028</u>	<u>\$37.45</u>	<u>\$3.00</u>	<u>\$6.40</u>	\$3.00	\$0.50	\$0.40	<u>\$0.69</u>	\$0.05	\$0.16	<u>\$51.65</u>
<u>May 1, 2029</u>	<u>\$39.35</u>	<u>\$3.15</u>	<u>\$6.55</u>	<u>\$3.10</u>	\$0.50	\$0.40	\$0.69	\$0.05	\$0.16	<u>\$53.95</u>

For May 1, 2029, increase is subject to Cost of Living Memorandum of Agreement attached hereto.

Piecework:

It is agreed that the employer and the Union may agree on piecework provisions as to increase the competitive position of unionized employers.

PREMIUMS - DRYWALL:

It is agreed that a working foreperson will be employed when there are five (5) members 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 two dollars (\$2.00) per hour above the minimum wage set by the province of Nova Scotia. 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.

Drywall Training and Qualification Committee:

There shall be a Drywall Training and Qualification Committee. It will be comprised of four members. The purpose of the Committee will be to provide advice to the JATF Director of Training on the training, qualifications and classification of workers. Two members of the Committee will be appointed by the Union and two members will be appointed from the employers in the Drywall trade classification group. The Committee will meet as necessary.

CRAFT SCHEDULE “T” – PAINTER, GLAZIER AND DRYWALL LOCAL 1439 JOB TARGETING RULES & PROCEDURES

The application and interpretation of these Job Targeting Rules and Procedures shall be at the sole discretion of the Joint Conference Committee (J.C.C.). The Painter, Glazier and Drywall Local 1439 is the “Union” under these rules and procedures.

1. No contractor or sub-contractor shall be entitled to targeted rates and conditions unless the contractor or sub-contractor makes direct application in writing under these job targeting rules and procedures a minimum of forty-eight (48) hours prior to the tender closing to the Nova Scotia Construction Labour Relations Association (CLRA) on the attached application form and such request shall be forwarded to the Union. The Union may, however, in its sole discretion waive the above time limit of forty-eight (48) hours.
2. The Union shall advise the CLRA by email (target@nscclra.ca) in writing on the approved response form advising whether it grants or does not grant the targeting application. The CLRA shall then advise all applicant contractors when a target request has been granted setting out the terms and conditions applicable to the specific job or project.
3. Upon the request of the Union the contractors who are bidding jobs under this program shall supply the bid price of their bid and other information on the targeted jobs to the Union after the job has been awarded.
4. The applicant contractor shall provide a record of projected employee work hours worked on all targeted jobs to the Union as a means of gathering data regarding the success or failure of this program in maintaining and increasing the unionized sector’s share of work.

PAINTER, GLAZIER AND DRYWALL 1439 JOB TARGETING APPLICATION FORM

DATE: _____

TO: Painter, Glazier and Drywall Local 1439
NS Construction Labour Relations AssociationPHONE: 902-450-5068
PHONE: 902-468-2283FAX: 902-450-1065
EMAIL: target@nslra.ca

FROM: _____

PHONE: _____ EMAIL: _____

Please accept this as a request to bid the Project outlined herein, under the terms of the Enabling Committee provisions (Article 35) of the Painter, Drywall Taper, Resilient Flooring & Glaziers Mainland Nova Scotia Local 1439 Agreement currently in force.

PROJECT: _____

OWNER: _____

LOCATION: _____

VALUE: _____ BID TO: _____

TENDER CLOSING DATE: _____ PAINTER, GLAZIER,
DRYWALL LABOUR HOURS: _____

START DATE: _____ COMPLETION DATE: _____

KNOWN BIDDERS:	
UNION	NON-UNION

In order to be competitive, I, as the Contractor bidding, request the following subsidies and conditions:

1. Hourly Wage Rate _____ plus the following benefits

Overtime conditions _____

2. Board & Travel _____

3. Other Relief _____

I understand and agree that ALL OTHER TERMS AND CONDITIONS INCLUDING A PAYMENT OF VACATION, PENSION, HEALTH & WELFARE, TRAINING, INDUSTRY IMPROVEMENT FUND, ORG. FUND, UAF, POLITICAL FUND AND MRF AS WELL AS OTHER TERMS AND CONDITIONS SHALL BE PAID AS PER THE CURRENT COLLECTIVE AGREEMENT, UNLESS OTHERWISE STIPULATED.

COMPANY_____
CONTRACTOR REPRESENTATIVE

CRAFT SCHEDULE “T” – PAINTER, GLAZIER AND DRYWALL 1439 – JOB TARGETING RESPONSE FORM

(UNION LETTERHEAD)

EMAIL FORM – RESPONSE TO JOB TARGETING APPLICATION CRAFT SCHEDULE “T” PAINTER, GLAZIER AND DRYWALL 1439

Date Application Received: _____ Date of Reply: _____

To: Nova Scotia Construction Labour Relations Association Email: target@nslra.ca

From: Painter, Glazier and Drywall Local 1439

Project Type & Location: _____

Job Targeting & Enabling Rates & Conditions:

Hourly Rate	V & H (8%)	Pension	H & W	Training	IIF	Org. Fund	UAF	Political Fund	MRF	Total Pkg

Hours of Work & Other Provisions:

Unless specifically indicated below, all other terms and conditions will be as per the current Painter, Glazier and Drywall 1439 Collective Agreement. The above noted target rate is granted under Article 35 for all applicant contractors.

Painter, Glazier and Drywall 1439 Representative

Date: _____ Job Target Not Granted: _____

CRAFT APPENDIX “B” – RESIDENTIAL DRYWALL AGREEMENT

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

- and -

Nova Scotia Construction Labour Relations Association Limited
(“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 subject to, in the current Painter, Drywall Taper, Resilient Flooring & Glaziers Mainland Collective Agreement, the enabling clause, Article 35.
9. This Agreement shall expire on April 30, 2030, 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 2nd day of September, 2026 at Halifax, Nova Scotia by:

SIGNATORIES FOR AND ON BEHALF OF:

**NOVA SCOTIA CONSTRUCTION
LABOUR RELATIONS
ASSOCIATION LIMITED**

ROBERT SHEPHERD

CHRIS CHISHOLM

MICHAEL STONE

CALUM MACLEOD

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

JONATHAN GAUL

BRENT VAUGHAN

RHIANNON CHISHOLM

ANGELA GALLANT
WITNESS

COST OF LIVING MEMORANDUM OF AGREEMENT

Between:

NOVA SCOTIA CONSTRUCTION LABOUR RELATIONS ASSOCIATION

-and-

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

WHEREAS the Parties to this Memorandum of Agreement have negotiated a collective agreement which will expire on April 30, 2030;

AND WHEREAS this collective agreement includes a negotiated wage increase to be effective May 1, 2029;

AND WHEREAS the Parties have agreed that if the annual cost of living increase on a twelve-month average is greater than the negotiated May 1, 2029 percentage wage increase, the wage increase will be adjusted to match the average percentage cost of living increase;

AND WHEREAS the Parties have further agreed that the method and time of calculating the cost of living increase will be determined and agreed upon ahead of time via a Memorandum of Agreement;

THEREFORE, the Parties to this Memorandum of Agreement agree as follows:

1. The annual cost of living increase in 2029 will be calculated by determining the percentage increase between the 2028 annual average Consumer Price Index for Nova Scotia and the 2027 annual average Consumer Price Index for Nova Scotia. This method of calculation is the method applied by Arbitrator Susan Ashley in a 2004 arbitration between the parties.
2. The average annual Consumer Price Index figures for 2028 and 2027 will be the provincial figures for Nova Scotia published by Statistics Canada in their Table 18-10-0005-01: **“Consumer Price Index, annual average, not seasonally adjusted”**.
3. The annual cost of living increase in 2029 will be calculated when the average annual Consumer Price Index figures for 2028 are published by Statistics Canada in January 2029.

4. If the percentage increase between the 2028 annual average Consumer Price Index for Nova Scotia and the 2027 annual average Consumer Price Index for Nova Scotia is greater than the 4.45% wage increase negotiated between the parties for the May 1, 2029 wage rate, the May 1, 2029 wage increase will be adjusted to match the actual cost of living increase as calculated above.
5. For greater clarity, see the attached Statistics Canada Table 18-10-0005-01: “**Consumer Price Index, annual average, not seasonally adjusted**”, showing a 2025 annual average Consumer Price Index for Nova Scotia of 167.6 and a 2024 annual average Consumer Price Index for Nova Scotia of 164.2. Using the method of calculation applied by Susan Ashley in the 2004 arbitration between the parties, the annual cost of living increase would be calculated using the following equation: $(167.6 - 164.2) \text{ divided by } 164.2 \times 100 = 2.07$. The cost of living increase calculated for these two example years would be 2.07%.
6. This method of calculation will be applied to the 2028 annual average Consumer Price Index for Nova Scotia and 2027 annual average Consumer Price Index for Nova Scotia to determine the annual cost of living increase on a twelve-month average in January 2029.

Dated this 2nd day of September, 2026.

SIGNATORIES FOR AND ON BEHALF OF

**Nova Scotia Construction Labour
Relations Association**

**International Union of Painters and
Allied Trades, Local Union 1439**

ROBERT SHEPHERD

JONATHAN GAUL

6/3/26, 1:25 PM

Consumer Price Index, annual average, not seasonally adjusted



Statistics
Canada

Statistique
Canada

[Home](#) > [Data](#)

Consumer Price Index, annual average, not seasonally adjusted^{1, 2, 3}

Frequency: Annual

[Help](#)

Table: 18-10-0005-01 (formerly CANSIM 326-0021)

[Save my customizations](#)

Release date: 2026-01-19

Geography: Canada, Province or territory, Census subdivision, Census metropolitan area, Census metropolitan area part

▼ Customize table

Geography:

Reference period

Nova Scotia

From: 2024 To: 2025

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Geography	Nova Scotia (map)	
	2024	2025
Products and product groups ⁴	2002=100	
All-items	164.2	167.6
Food ⁵	195.4	200.7
Shelter ⁶	188.6	197.0
Household operations, furnishings and equipment	128.0	130.3
Clothing and footwear	96.1	96.6
Transportation	169.7	167.6
Gasoline	221.0	197.1
Health and personal care	146.1	150.2
Recreation, education and reading	134.1	136.7
Alcoholic beverages, tobacco products and recreational cannabis	238.1	239.7
All-items excluding food and energy ⁷	148.9	153.2
All-items excluding energy ⁷	157.1	161.5
Energy ⁷	228.3	216.3
Goods ⁸	159.1	159.5
Services ⁹	169.6	176.3

How to cite: Statistics Canada. Table 18-10-0005-01 Consumer Price Index, annual average, not seasonally adjusted

DOI: <https://doi.org/10.25318/181000501-eng>

Related information

- Replaces
- Source (Surveys and statistical programs)
- Related products

TRADE CLASSIFICATIONS

DRYWALL TRADE CLASSIFICATION

- Guildfords Inc.
- Joneljim Concrete Construction Limited
- Tartan Interiors Limited

PAINTER TRADE CLASSIFICATION

- Aluma Systems Inc.
- Fastec Coatings Limited
- Joneljim Concrete Construction Limited
- MacKinnon and Olding Ltd.
- Markland Associates Limited
- O.K. Coatings Limited

RESILIENT FLOORING TRADE CLASSIFICATION

- Nova Tile & Marble Limited
- Ralph Connor Company Limited

GLAZIER-PAINTER TRADE CLASSIFICATION

- Alumitech Distribution Centre Limited
- Flynn Canada
- Markland Associates Limited
- Royal Doors Ltd.
- Stott Aluminum Corporation Limited