

**COLLECTIVE AGREEMENT**

**BETWEEN**

**SAINT JOHN CONSTRUCTION ASSOCIATION INC.**

263 Germain Street  
Saint John, New Brunswick  
E2L 2G7  
Phone: (506) 634-1747  
Fax: (506) 658-0651

- and -

**INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES,  
LOCAL UNION 1151**

P.O. Box 23  
1216 Sandcove Road  
Saint John, New Brunswick  
E2M 5V8  
Phone: (506) 635-8209  
Fax: (506) 635-1130

**Effective Date:** August 4, 2020  
**Expiration Date:** April 30, 2025

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Agreement between Saint John Construction Association and several Master Painters of the City of Saint John and District, Local 1151 of the International Union of Painters and Allied Trades, Saint John, NB and District.

## APPENDIX A

This Appendix forms part to this Agreement

### Industrial Work

All conditions of the Collective Agreement shall remain the same except the following:

#### INDUSTRIAL DEFINITION

**Scope of Agreement: The Industrial sector includes, but not necessarily, limited to the following:**

Power Plants	Assembly Plants
Pulp & Paper Mills	Tire Plants
Mining Operations	Smelter
Refineries	Foundries
Heavy Water Plants	Oil Storage Tanks
Cement Plants	Storage Tanks over 250,000 Gallons
Shipyards	Telephone & Hydro Towers
Dry Dock Facilities	Bridge & related structures

Gloves and Coveralls will be supplied by the Contractor on all Industrial Jobs. The Employee will be required to sign a receipt upon being issued said Gloves and Coveralls.

APPENDIX A									
PAINTER INDUSTRIAL - JOURNEYMAN									
Effective Date	Hourly Rate	V & H (10%)	Pension	H&W	Training	Org. Fund	UAF	SJCA Fund	Total Package
<b><u>August 4, 2020</u></b>	<b><u>\$30.45</u></b>	<b><u>\$3.05</u></b>	\$5.00	<u>\$2.60</u>	\$0.60	\$0.40	<u>\$0.15</u>	\$0.15	<b><u>\$42.40</u></b>
<b><u>May 1, 2021</u></b>	<b><u>\$31.44</u></b>	<b><u>\$3.14</u></b>	\$5.07	<u>\$2.70</u>	<u>\$0.65</u>	\$0.40	<u>\$0.20</u>	\$0.15	<b><u>\$43.75</u></b>
<b><u>May 1, 2022</u></b>	<b><u>\$32.51</u></b>	<b><u>\$3.25</u></b>	\$5.14	<u>\$2.80</u>	\$0.65	\$0.40	\$0.20	\$0.15	<b><u>\$45.10</u></b>
<b><u>May 1, 2023</u></b>	<b><u>\$33.62</u></b>	<b><u>\$3.36</u></b>	\$5.22	<u>\$2.90</u>	<u>\$0.70</u>	\$0.40	\$0.20	\$0.15	<b><u>\$46.55</u></b>
<b><u>May 1, 2024</u></b>	<b><u>\$34.82</u></b>	<b><u>\$3.48</u></b>	<u>\$5.30</u>	<u>\$3.00</u>	\$0.70	\$0.40	\$0.20	\$0.15	<b><u>\$48.05</u></b>

APPENDIX A									
DRYWALL TAPER INDUSTRIAL - JOURNEYMAN									
Effective Date	Hourly Rate	V & H (10%)	Pension	H&W	Training	Org. Fund	UAF	SJCA Fund	Total Package
<b><u>August 4, 2020</u></b>	<b><u>\$31.46</u></b>	<b><u>\$3.15</u></b>	\$5.00	<u>\$2.60</u>	\$0.60	\$0.40	<u>\$0.15</u>	\$0.15	<b><u>\$43.51</u></b>
<b><u>May 1, 2021</u></b>	<b><u>\$32.45</u></b>	<b><u>\$3.24</u></b>	\$5.07	<u>\$2.70</u>	<u>\$0.65</u>	\$0.40	<u>\$0.20</u>	\$0.15	<b><u>\$44.86</u></b>
<b><u>May 1, 2022</u></b>	<b><u>\$33.52</u></b>	<b><u>\$3.35</u></b>	\$5.14	<u>\$2.80</u>	\$0.65	\$0.40	\$0.20	\$0.15	<b><u>\$46.21</u></b>
<b><u>May 1, 2023</u></b>	<b><u>\$34.63</u></b>	<b><u>\$3.46</u></b>	\$5.22	<u>\$2.90</u>	<u>\$0.70</u>	\$0.40	\$0.20	\$0.15	<b><u>\$47.66</u></b>
<b><u>May 1, 2024</u></b>	<b><u>\$35.83</u></b>	<b><u>\$3.58</u></b>	<u>\$5.30</u>	<u>\$3.00</u>	\$0.70	\$0.40	\$0.20	\$0.15	<b><u>\$49.16</u></b>

Vacation pay shall be in accordance with the New Brunswick Vacation Pay Act #47 and shall be ten (10%) per cent of the total earnings.

## APPENDIX B

This Appendix forms part to this Agreement

### Commercial Work

All conditions of the Collective Agreement shall remain the same except the following:

#### COMMERCIAL DEFINITION

**Scope of Agreement: The Commercial sector includes, but is not necessarily, limited to all work involved at the following:**

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Commercial and Retail Establishments  
Hospitals and Nursing Homes over 24 units  
Tenant Construction and Improvement over 24 units  
Government Building and Banks  
Schools, Universities and other Institutions

The above includes new construction, maintenance and renovations.

APPENDIX B									
PAINTER COMMERCIAL - JOURNEYMAN									
Effective Date	Hourly Rate	V & H (9%)	Pension	H&W	Training	Org-Fund	UAF	SJCA Fund	Total Package
<u>August 4, 2020</u>	<u>\$25.05</u>	<u>\$2.25</u>	\$3.55	<u>\$2.60</u>	\$0.60	\$0.40	<u>\$0.15</u>	\$0.15	<u>\$34.75</u>
<u>May 1, 2021</u>	<u>\$26.04</u>	<u>\$2.34</u>	<u>\$3.62</u>	<u>\$2.70</u>	<u>\$0.65</u>	\$0.40	<u>\$0.20</u>	\$0.15	<u>\$36.10</u>
<u>May 1, 2022</u>	<u>\$27.12</u>	<u>\$2.44</u>	<u>\$3.69</u>	<u>\$2.80</u>	\$0.65	\$0.40	\$0.20	\$0.15	<u>\$37.45</u>
<u>May 1, 2023</u>	<u>\$28.24</u>	<u>\$2.54</u>	<u>\$3.77</u>	<u>\$2.90</u>	<u>\$0.70</u>	\$0.40	\$0.20	\$0.15	<u>\$38.90</u>
<u>May 1, 2024</u>	<u>\$29.45</u>	<u>\$2.65</u>	<u>\$3.85</u>	<u>\$3.00</u>	\$0.70	\$0.40	\$0.20	\$0.15	<u>\$40.40</u>

APPENDIX B									
DRYWALL TAPER COMMERCIAL - JOURNEYMAN									
Effective Date	Hourly Rate	V & H (9%)	Pension	H&W	Training	Org-Fund	UAF	SJCA Fund	Total Package
<u>August 4, 2020</u>	<u>\$28.05</u>	<u>\$2.52</u>	\$3.55	<u>\$2.60</u>	\$0.60	\$0.40	<u>\$0.15</u>	\$0.15	<u>\$38.02</u>
<u>May 1, 2021</u>	<u>\$29.04</u>	<u>\$2.61</u>	<u>\$3.62</u>	<u>\$2.70</u>	<u>\$0.65</u>	\$0.40	<u>\$0.20</u>	\$0.15	<u>\$39.37</u>
<u>May 1, 2022</u>	<u>\$30.12</u>	<u>\$2.71</u>	<u>\$3.69</u>	<u>\$2.80</u>	\$0.65	\$0.40	\$0.20	\$0.15	<u>\$40.72</u>
<u>May 1, 2023</u>	<u>\$31.24</u>	<u>\$2.81</u>	<u>\$3.77</u>	<u>\$2.90</u>	<u>\$0.70</u>	\$0.40	\$0.20	\$0.15	<u>\$42.17</u>
<u>May 1, 2024</u>	<u>\$32.45</u>	<u>\$2.92</u>	<u>\$3.85</u>	<u>\$3.00</u>	\$0.70	\$0.40	\$0.20	\$0.15	<u>\$43.67</u>

Vacation pay shall be in accordance with the New Brunswick Vacation Pay Act #47 and shall be nine (9%) per cent of the total earnings.

## APPENDIX C - GLAZING

### GLASS AND METAL MECHANIC FULLY QUALIFIED:

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

APPENDIX C									
GLASS & METAL MECHANIC INDUSTRIAL - JOURNEYMAN									
Effective Date	Hourly Rate	V & H (10%)	Pension	H&W	Training	Org. Fund	UAF	SJCA Fund	Total Package
<u>August 4, 2020</u>	<u>\$30.45</u>	<u>\$3.05</u>	\$5.00	<u>\$2.60</u>	\$0.60	\$0.40	<u>\$0.15</u>	\$0.15	<u>\$42.40</u>
<u>May 1, 2021</u>	<u>\$31.44</u>	<u>\$3.14</u>	<u>\$5.07</u>	<u>\$2.70</u>	<u>\$0.65</u>	\$0.40	<u>\$0.20</u>	\$0.15	<u>\$43.75</u>
<u>May 1, 2022</u>	<u>\$32.51</u>	<u>\$3.25</u>	<u>\$5.14</u>	<u>\$2.80</u>	\$0.65	\$0.40	\$0.20	\$0.15	<u>\$45.10</u>
<u>May 1, 2023</u>	<u>\$33.62</u>	<u>\$3.36</u>	<u>\$5.22</u>	<u>\$2.90</u>	<u>\$0.70</u>	\$0.40	\$0.20	\$0.15	<u>\$46.55</u>
<u>May 1, 2024</u>	<u>\$34.82</u>	<u>\$3.48</u>	<u>\$5.30</u>	<u>\$3.00</u>	\$0.70	\$0.40	\$0.20	\$0.15	<u>\$48.05</u>

### GLASS AND METAL SETTER – 90% OF JOURNEYMAN RATE

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

### GLASS AND METAL SETTER HELPER – LEVEL 1 – 65% OF JOURNEYMAN RATE

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

### GLASS AND METAL SETTER HELPER – LEVEL 2 – 45% OF JOURNEYMAN RATE

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

**APPENDIX C**

**GLASS & METAL MECHANIC COMMERCIAL - JOURNEYMAN**

<b>Effective Date</b>	<b>Hourly Rate</b>	<b>V &amp; H (9%)</b>	<b>Pension</b>	<b>H&amp;W</b>	<b>Training</b>	<b>Org. Fund</b>	<b>UAF</b>	<b>SJCA Fund</b>	<b>Total Package</b>
<b><u>August 4, 2020</u></b>	<b><u>\$25.05</u></b>	<b><u>\$2.25</u></b>	\$3.55	<b><u>\$2.60</u></b>	\$0.60	\$0.40	<b><u>\$0.15</u></b>	\$0.15	<b><u>\$34.75</u></b>
<b><u>May 1, 2021</u></b>	<b><u>\$26.04</u></b>	<b><u>\$2.34</u></b>	<b><u>\$3.62</u></b>	<b><u>\$2.70</u></b>	<b><u>\$0.65</u></b>	\$0.40	<b><u>\$0.20</u></b>	\$0.15	<b><u>\$36.10</u></b>
<b><u>May 1, 2022</u></b>	<b><u>\$27.12</u></b>	<b><u>\$2.44</u></b>	<b><u>\$3.69</u></b>	<b><u>\$2.80</u></b>	\$0.65	\$0.40	\$0.20	\$0.15	<b><u>\$37.45</u></b>
<b><u>May 1, 2023</u></b>	<b><u>\$28.24</u></b>	<b><u>\$2.54</u></b>	<b><u>\$3.77</u></b>	<b><u>\$2.90</u></b>	<b><u>\$0.70</u></b>	\$0.40	\$0.20	\$0.15	<b><u>\$38.90</u></b>
<b><u>May 1, 2024</u></b>	<b><u>\$29.45</u></b>	<b><u>\$2.65</u></b>	<b><u>\$3.85</u></b>	<b><u>\$3.00</u></b>	\$0.70	\$0.40	\$0.20	\$0.15	<b><u>\$40.40</u></b>

## **ARTICLE 1 – PURPOSE**

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- 1.01 The purpose of this agreement is to establish and maintain mutually satisfactory hours of work, wages and working conditions, and to provide a procedure for the prompt handling of grievances and orderly collective bargaining.

## **ARTICLE 2 – RECOGNITION**

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- 2.01 The Saint John Construction Association recognizes the International Union of Painters and Allied, Local # 1151, as the sole Collective Bargaining Agent for all painters, paperhangers, decorators, drywall finishers and apprentices, employed by the employer in the Counties of Saint John, Kings, Charlotte, Queens, Sunbury, York, Carleton and Victoria of the Province of New Brunswick performing work within their jurisdiction. For clarity, the Jurisdiction of Trade is outlined in Article 20 herein.

## **ARTICLE 3 – UNION RECOGNIZES**

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- 3.01 The Union recognizes the Association as the sole collective bargaining agent for all member contractors in the City of Saint John and District and the Counties of Saint John, Charlotte, Kings, Queens, Sunbury, York, Carleton and Victoria who requires the services of any members of Local 1151 of the International Union of Painters and Allied Trades. No conditions separate or apart from the conditions set out in this agreement will be sought or condoned by the Union.
- 3.02 No member of the Union shall do any work falling within the scope of this agreement without having signed the Collective Agreement between the International Union of Painters and Allied Trades Local 1151 and the Saint John Construction Association, Inc.

## **ARTICLE 4.01A – WAGES**

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It is mutually agreed that this Article is intended to provide incentive to those individuals not possessing a New Brunswick Painting and Decorating Tradesmen Qualification's Certificate to acquire same. In recognition of this fact, it is agreed that the T.Q. wage differential shall be applicable only to:

- (a) Members of Local 1151 with ten (10) or more years' membership in the Union as Painters and proof of employment in the Painting Trade.
- (b) Members of Local 1151 with a Painting and Decoration Tradesmen Qualification's Certificate.
- (c) Effective November 1, 1983, those Journeymen who qualify for the T.Q. wage differential shall receive an additional ten cents (10¢) per hour above the basic Journeyman's rate of pay. The regular hourly rate for a Journeyman shall be in accordance with Appendices "A", "B", and "C" attached.
- (d) Foremen shall receive four dollars (\$4.00) per hour above the journeymen rate of pay.

- (e) When the number of employees reach three (3) there shall be a working Foreman appointed.
- (f) All employees blasting, spray painting and high-pressure washing (over 5000 psi) in possession of a certificate of competency, approved by the JAFT Board of Directors (e.g. NACE, SSPC or equivalent) will receive a premium of four-dollars (\$4.00) per hour; all others shall receive a premium of two-dollars and fifty-cents (\$2.50) per hour.

All employees performing this work shall be paid the premium for a minimum of two (2) hours once the work has commenced, and if they are required to shut down for any reason during the last two (2) hours of the scheduled shift, they shall be paid the premium for the full shift.

For all employees engaged in blasting and spraying, who have worked for the same Employer for at least twenty-six (26) weeks consecutively, shall receive an annual allowance of one-hundred and twenty-dollars (\$120.00) for the purchase of work boots. The allowance will be paid to qualifying employees upon a receipt of purchase being presented to the Employer.

#### **ARTICLE 4.01B – HEALTH INSURANCE – IUPAT ATLANTIC PROVINCES BENEFIT TRUST FUND**

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- (a) Effective August 4, 2020 the Employer agrees to contribute the sum of two dollars and sixty cents (\$2.60) per hour worked; effective May 1, 2021 two dollars and seventy cents (\$2.70) per hour worked; effective May 1, 2022 two dollars and eighty cents (\$2.80) per hour worked; effective May 1, 2023 two dollars and ninety cents (\$2.90) per hour worked; effective May 1, 2024 three dollars (\$3.00) per hour worked by each employee covered by this Agreement to the I.U.P.A.T. District Council 39 Fund to provide health care coverage in accordance with the Trust Document.
- (b) The remittance of this contribution shall be as provided for in Article 4.01H herein.

#### **ARTICLE 4.01C – PENSION – IUPAT UNION & INDUSTRY PENSION FUND (CANADA)**

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- (a) The Employer agrees to contribute the sum of five dollars (\$5.00) per hour paid; effective May 1, 2021 five dollars and seven cents (\$5.07) per hour paid; effective May 1, 2022 five dollars and fourteen cents (\$5.14) per hour paid; effective May 1, 2023 five dollars and twenty-two cents (\$5.22) per hour paid; effective May 1, 2024 five dollars and thirty cents (\$5.30) per hour paid by each employee covered by this Agreement to the IUPAT Union & Industry Pension Fund (Canada).
- (b) It is agreed that this amount, on receipt, shall be forwarded by the Administrator to the International Union of Painters and Allied Trades Union and Industry Pension Fund (Canada) as established by trust dated April 1, 1967.
- (c) The remittance of this contribution shall be as provided for in Article 4.01H herein.

**ARTICLE 4.01D – INDUSTRIAL RELATIONS  
EDUCATION TRAINING TRUST FUND**

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- (a) The Employer shall contribute to the Saint John Construction Association, Inc. Industrial Relations, Education and Training Trust Fund, the sum of fifteen Cents (\$0.15) per hour for each hour worked by each employee covered by this Agreement.
- (b) The Industrial Relations, Education and Training Trust Fund amounts on receipt shall be immediately paid to the Saint John Construction Association, Inc. as each Employer’s contribution to the cost of general administration and/or operation use and the general advancement of the industry.
- (c) The remittance of this contribution shall be provided for in Article 4.01H herein.

**ARTICLE 4.01E – ORGANIZING FUND**

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- (a) The Employer agrees to contribute to the International Union of Painters and Allied Trades Local #1151 Organizing Fund, the sum of forty cents (0.40¢) per hour for each hour worked by each employee covered by this agreement.
- (b) The Employer agrees to contribute sixty cents (0.60¢) per hour worked; effective May 1, 2021 sixty-five cents (\$0.65) per hour worked; effective May 1, 2023 seventy cents (\$0.70) per hour worked; by each employee to the I.U.P.A.T. Atlantic Provinces Joint Apprenticeship and Training Fund created by Trust Agreement.
- (c) The remittance of these contributions shall be as provided for in Article 4.01H herein.

**Per Hour Contribution for all Funds:**

<b>PER HOUR CONTRIBUTION FOR ALL FUNDS</b>						
<b>Effective Date</b>	<b>Pension</b>	<b>H &amp; W</b>	<b>Training</b>	<b>Org. Fund</b>	<b>UAF</b>	<b>SJCA Fund</b>
<b>August 4, 2020</b>	\$ 5.00	\$ 2.60	\$ 0.60	\$ 0.40	\$ 0.15	\$ 0.15
<b>May 1, 2021</b>	\$ 5.07	\$ 2.70	\$ 0.65	\$ 0.40	\$ 0.20	\$ 0.15
<b>May 1, 2022</b>	\$ 5.14	\$ 2.80	\$ 0.65	\$ 0.40	\$ 0.20	\$ 0.15
<b>May 1, 2023</b>	\$ 5.22	\$ 2.90	\$ 0.70	\$ 0.40	\$ 0.20	\$ 0.15
<b>May 1, 2024</b>	\$ 5.30	\$ 3.00	\$ 0.70	\$ 0.40	\$ 0.20	\$ 0.15

**ARTICLE 4.01F – UNION DUES COLLECTION**

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- (a) The Employer will deduct from each weekly pay cheque of all employees falling within the scope of this agreement, Union Dues in an amount as may be prescribed by the Union according to the Union rules and bylaws and promptly remit same, together with a list of names of the employees of whose behalf deductions are made in accordance with 4.01H herein.

- (b) The Employers further agree to deduct Union Initiations fees from the wages of Employees signifying their wish to join the Union. The amount of these initiations fee shall be such as the Union may set from time to time according to their Union rules and bylaws. It is further agreed that payroll deductions for initiation fees may be made over a period of thirty days from the date the Union advises that an employee has submitted a written application to join the Union.

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### ARTICLE 4.01G - TRUSTEES

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- (a) It is agreed that the following Trust Funds listed herein, i.e.: The IUPAT District Council 39 Fund and The IUPAT Atlantic Provinces Joint Apprenticeship & Training Fund shall be administered by a Board of Trustees, which shall comprise of representation of Trustee(s) appointed by the Saint John Construction Association, Inc. and Trustee(s) appointed by the International Union of Painters and Allied Trades District Council 39 as outlined in the specific Trust Agreement.

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### ARTICLE 4.01H – METHOD OF PAYMENT TO FUNDS AND ADMINISTRATION OF FUND

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- (a) Commencing with the month following the effective date of this agreement and continuing thereafter for the life of this agreement, the Employers agree to pay into the District Council 39 Fund, Pension Trust Fund, the Industrial Relations Education and Training Trust Fund, Organizing Fund, the IUPAT Apprenticeship & Training Fund contributions and Union Dues in the amount and under the conditions stipulated below and as set out in Articles 4.01B, 4.01C, 4.01D, 4.01E and 4.01F and further agree that these amounts shall be remitted to the Administrator:

I.U.P.A.T. District Council 39 Fund  
24 Lakeside Park Dr., Suite 201  
Lakeside, N.S. B3T 1L1

On or before the 15<sup>th</sup> day of the month following the work month completed.

- (b) 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 fund shall be dealt with as follows:

The Union shall advise the employer in writing of any delinquency.

If within seven (7) days of receipt of notification, exclusive of Saturday, Sundays and holidays, the employer has failed to pay delinquent contributions, the Union must file a grievance immediately and the employer, a representative of the Saint John Construction Association and the Union will meet to resolve the issue. Failure to resolve the matter will result in arbitration. 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 10% on all contributions/deductions in arrears. This is not to be

construed that the above charges relieve the employer of any further liability which may occur because of his failure to report any contributions/deductions as provided.

- (c) Non-payment in accordance with the foregoing provisions shall not relieve the Employer of the obligation to pay and the Employer agrees that the Trustees or Administrator shall have the authority and capacity to take any action required as per the collective agreement or provincial law to enforce payment of all such sums as may be due and unpaid.
- (d) It is agreed that the Trustees to the IUPAT District Council 39 Fund have authority to designate an Administrator other than referred to in 4.1 above and all parties to this agreement agree to be bound by such designation.

## **ARTICLE 5 – HOURS OF WORK**

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- 5.01 The regular workweek shall consist of forty (40) hours of work per week, Monday to Friday inclusive.
- 5.02 The regular workday shall consist of eight (8) hours of work per day, scheduled between the hours of 7:00 a.m. and 5:00 p.m. If mutually agreeable between the Employer and the employees, the hours of work may be changed from five (5) eight (8) hour days to four (4) ten (10) hour days. The Employer will notify the Local Union's Business Representative in writing of any proposed change to the hours of work prior to the commencement of work.
- 5.03 The lunch period will be one-half (½) hour at the midpoint of the shift.
- 5.05 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 Local Union's Business Representative.
- 5.06 Shift work:
  - (a) Shift work may be performed at the discretion of the employer.
  - (b) Employees shall be paid at the rate of eight (8) hours pay for seven (7) hours worked.
  - (c) Shifts shall be scheduled between Sunday midnight and Friday midnight.
  - (d) No employee shall be compelled to work two (2) consecutive shifts.
  - (e) Each employee shall have the right to eight (8) hours off between his scheduled shifts.
  - (f) Employees working shifts are entitled to a lunch period, in accordance with Article 5.03 and 5.05, and rest periods in accordance with Articles 11.01 and 5.05.
- 5.07 All hours worked in excess of eight (8) hours per day (Monday to Friday), and all hours worked on Saturday, Sunday and designated holidays shall be paid at double (2x) the straight time rate of pay. Overtime shall be performed on a voluntary basis.
- 5.08 Where conditions make it impossible to work during normal work hours make-up time shall be permitted on a voluntary basis at straight time rates of pay to the completion of the normal work week of 40 hours worked to and including Saturdays.

5.09 In the event that the progress of work makes it necessary to square up a portion of work at the end of a shift, such work shall be performed at the straight time shift rate not to exceed one half hour of work. Any work beyond one half hour shall be overtime.

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## ARTICLE 6 – HOLIDAYS

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6.01 The following days shall be classed as designated holidays:

- |                     |                   |
|---------------------|-------------------|
| - New Year's Day    | - Good Friday     |
| - Victoria Day      | - Canada Day      |
| - New Brunswick Day | - Labour Day      |
| - Thanksgiving Day  | - Remembrance Day |
| - Christmas Day     | - Boxing Day      |

If any of these days fall on a Saturday or Sunday, the following Monday shall be the Holiday. The expression "Holiday" as used in this Collective Agreement means a "Holiday" as defined in this Article.

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## ARTICLE 7 – VACATION PAY

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7.01 Industrial only:

Vacation pay shall be in accordance with the New Brunswick Vacation Pay Act #47 and shall be ten (10%) percent of total earnings.

Commercial and Residential only:

Vacation pay shall be in accordance with the New Brunswick Vacation Pay Act #47 and shall be nine (9%) percent of total earnings

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## ARTICLE 8 – APPRENTICESHIP

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8.01 All apprentices shall be employed in accordance the provisions of the New Brunswick Apprenticeship and Occupational Certification Act and the parties hereto agree to observe all the provisions of the said Act.

8.02 Commercial and Residential

The first journeyman on the job shall have a first year apprentice when available. The ratio of apprentices shall be one (1) apprentice to every two (2) journeyman.

Industrial

The ratio of apprentice shall be one (1) apprentice to every three (3) journeyman. The fourth man hired shall be an apprentice.

8.03 The Education and Up-Grading Committee shall be comprised of:

- 3 Management Representatives
- 3 Union Representatives

8.04 The rate for each six (6) month period is as follows:

Painters

First period	(6 months)	60% of Journeyman's rate
Second period	(6 months)	65% of Journeyman's rate
Third period	(6 months)	70% of Journeyman's rate
Fourth period	(6 months)	75% of Journeyman's rate
Fifth period	(6 months)	80% of Journeyman's rate
Sixth period	(6 months)	90% of Journeyman's rate

Should any apprentice fail to pass their divisional examination as set down by the Department of Post-Secondary Education, Training and Labour, then such apprentice shall not be entitled to receive their next incremental increases in pay.

- 8.05 When you hire an apprentice please notify the Association in writing of the name and address so we can keep our information up-to-date.
- 8.06 Apprentices must also become a member of the Union and remain a member in good standing. All apprentices must attend school when notified.
- 8.07 The burden of proof in respect to time actually worked at the trade and Divisional Examinations successfully completed is entirely the responsibility of the apprentice concerned and must be substantiated to the complete satisfaction of Apprenticeship Advisory Committee prior to receiving an adjustment in hourly rate as outlined in Article 8.04.

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## ARTICLE 9 – TOOLS OF THE TRADE

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- 9.01 To assist journeyman in obtaining maximum efficiency in presenting a neat appearance on the job it will be the responsibility of the Employer to furnish to them as required: a broad-knife, a putty-knife and a scraper, also two pairs of white overalls, the cost of such tools of the trade to be deducted from the Employee's wages. Such tools of the trade become the property of the Employee.

## **ARTICLE 10 – TRAVEL AND BOARD ALLOWANCE**

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- 10.01 All Employees shall provide their own transportation within a Twenty-Five (25) kilometer radius of the Saint John City Hall.
- 10.02 When Employees are required to travel beyond a twenty-Five (25) kilometer radius, they shall be paid at the rate of forty-five cents (0.45¢) per kilometer each way; and effective May 1, 2021 fifty cents (\$0.50) per kilometer each way to and from the radius line.
- 10.03 Any Employee who does not have his own transportation to a job, the Employer will endeavor to supply transportation.
- 10.04 When an employee is required to work on a job site away from his place of residence, he shall receive a board allowance as follows:
- August 4, 2020 - \$105.00 per night.
- May 1, 2021- \$107.50 per night
- May 1, 2022 - \$110.00 per night
- May 1, 2023 - \$112.50 per night
- May 1, 2024 - \$115.00 per night

## **ARTICLE 11 – JOB CONDITIONS**

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- 11.01 Employees shall be given a ten (10) minute paid break in the first and second half of each shift. All breaks are to be taken in a designated area(s) to be agreed upon before the commencement of work. This break is subject to the Employer's operation requirements and in the manner specified by the Employer, but close to the midpoint of each half shift. The parties will co-operate to ensure that no more than ten (10) minutes are lost from production and agree that any abuse of the break system by any Employee will be cause for discipline by the Employer.
- 11.02 A job shall not be closed down as a result of the person in charge wishing to take time off or being unable to attend work for any reason but rather a member of the painting staff shall be classes as supervisor or foreman to such time as the regular man returns.
- 11.03 When required to work two (2) hours or more overtime after finishing a regular shift, a hot meal will be supplied by the Employer before starting the overtime shift, or the employee will be paid one (1) hours pay at straight time in lieu of the meal. For each additional four (4) hours of overtime worked, a hot meal will be supplied by the Employer.
- 11.04 Sufficient time will be allowed for clean-up.
- 11.05 On Industrial Jobs, the Employer shall make every reasonable effort to provide adequate heated quarters on all jobs for men to eat lunch, and for storage of tools. Such areas to be separated. Drinking water will be provided when necessary.

## **ARTICLE 12 – BUSINESS REPRESENTATIVE, SHOP STEWARD AND DISCRIMINATION**

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- 12.01 (a) The Business Representative to the Union shall have access to all work. Such Business Representative may discuss with the Steward any matters that are in dispute with respect to the particular work. This clause shall not be interpreted as a license to discuss general union business, but reasonable opportunity or provisions to discuss union business shall be given the Employee on request. All shops and jobs shall require a shop steward.
- (b) Where there are three (3) or more Employees of the Employer on a job site, the Business Representative of the Union shall appoint a Job Steward from among the Employees of the Employer. In order to ensure continuity of representation, the Business Representative may also designate an Employee to serve as the union's representative on the job when the regular steward is unavailable. Such designation by the Business Representative shall also be made in writing at the time of appointment. The Job Steward may be verbally appointed but immediately thereafter written notice of appointment shall be given to the Employer and where possible, the Association. Recognition of the Job Steward shall be effective until written notice is received of revocation.
- 12.02 Wherever there are security regulations or access to any job project, the Employer and the Association shall assist the Union Business Representative in obtaining the necessary pass or permission to gain access to the job or project.
- 12.03 The duties of the steward shall be to see that the Agreement is not violated by either party of this Agreement. If and when a violation of the Agreement occurs, the Steward shall draw it to the attention of the offending party.
- 12.04 Steward shall be permitted to perform duties during working hours, but the union acknowledges that Stewards have regular duties to perform and are accountable for the same quality of work as any other employee. They may have leave of their regular duties to perform union duties upon notification of their immediate supervisor without suffering loss of pay and with the understanding that a privilege so granted will not be abused. Shop Steward shall not be discriminated against for the performance of their duties. A shop steward will not be laid off until there are five or less employees on site. On industrial work the steward shall be included in all overtime provided that he has worked his regular shift hours and is capable of carrying out the work.
- 12.05 No member shall be refused employment because of his/her race, color, religion, national origin, ancestry, place of origin, age, physical disability, mental disability, marital status, sexual orientation, sex, social condition, political belief or activity.

## **ARTICLE 13 – UNION SECURITY**

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- 13.01 When workers are required the employer shall notify the Union of the names of the members in good standing to be employed and the Union will issue a work referral slip immediately to the Employer prior to the commencement of work. No referral slip will be refused a member in good standing for any reason. If the Local Union is unable to supply skilled tradesperson, then after a period of Twenty-four (24) hours, excluding Saturdays, Sundays and Holidays, the Employers may secure such skilled tradesperson as are available and such Employees must receive a referral slip signed by the Union Business Representative before they are allowed to begin work. The Union agrees to give a work referral slip to anyone hired under the terms of this Agreement. The work referral slip shall

contain the permanent address of the Employee. Any worker so employed shall be laid off before the members of the Local Union. The Employer must notify the Union Business Representative of all new Employees at the time of hiring and ensure that the new Employee has a referral slip signed by the Union Business Representative before allowing such Employees to begin work. Before starting to work and if not Members of the Local Union these Employees shall apply for Membership in this Local Union by having a trade qualification certificate or \*proof of employment in the painting trade for a period not less than Five (5) years duration.

\*The proof of employment referred to must comprise of the following items or be considered invalid.

- (1) A verifiable letters(s) of reference from a former Employer whose scope of work included most aspects of the painting trade.
- (2) Copies of income tax returns, T4 slips or other forms of accepted identification which clearly shows the length and duration of employment in an occupation which encompasses the painting trade. All applicants for Membership in Local 1151 who do not possess a New Brunswick Trade Qualification Certificate must pass a written examination which has been approved by the Joint Upgrading and Apprenticeship Committee prior to initiation into the Union. Failure to pass said examination will be grounds for non-acceptance into the Local.

13.02 The address and phone number of Local 1151 Painters and Allied Trades:

24 Lakeside Park Dr., Suite 201

Lakeside, N.S. B3T 1L1

(902) 450-5068

- 13.03 Union members may find their own jobs and will obtain a referral slip from the Union before starting work.
- 13.04 The Employer may recall through the Union qualified available workers in good standing with the Union who had previously been on the payroll who are being called back within four (4) months of the termination.
- 13.05 The Employers recognize the benefits that accrue to their Employees from the activities of the Union's need of a continuity of income. They agree that all Employees covered by the Agreement shall contribute monthly payments to the Union.
- 13.06 For Employees who are not Members of the Union, the amount deducted shall be equivalent to the basic union dues which contain no special welfare benefits provided to the Unions Members by the Union. The amount of the deduction shall be equivalent to such amount as the Union may set from time to time as the basic union dues, according to the Union rules and By-laws.
- 13.07 The Employers further agree to deduct Union initiation fees from the wages of Employees signifying their wish to join the Union. The amount of this initiation fee shall be such as the Union may set from time to time according to their Union rules and By-Laws. It is further agreed that payroll deductions for initiation fees may be made over a period of thirty (30) days from the date the Union advises that an Employee has submitted a written application to join the Union.

## **ARTICLE 14 – JURISDICTIONAL DISPUTES**

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- 14.01 If a jurisdictional dispute occurs between Local 1151 and any other Union, an assignment of the work in dispute will be made by the Contractor or Contractors, and the work in dispute will continue. If the Unions involved in the dispute are not satisfied with the assignment, the dispute will be referred to various Business Representatives by the appropriate Stewards. If no acceptable solution can be arrived at, the Business Representatives will contact the International Offices of the Unions involved for a project decision. If no decision is made in regards to the work in question by the Union's International, then recourse may be had by the jurisdiction provisions set out in the Industrial Relations Act, Chapter I-4 of New Brunswick and the decisions will be binding on both parties.
- 14.02 Prior to the commencement of any large industrial project both parties will endeavor to have a pre-job conference between representatives of the Union, The Employer and the Saint John Construction Association.
- 14.03 There will be no slow-downs, stoppage of work or any concerted action by the Union or any of its members due to a Jurisdictional Dispute or settlement.

## **ARTICLE 15 – REPORTING TIME AND CALL PAY**

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- 15.01 (a) Unless he is notified by the Employer not to report to work, an employee will be entitled to two (2) hours show up time at the regular hourly rate and must remain on the job on the option of the Employer.
- (b) When an Employee reports as usual for work outside of a twenty (20) mile radius of Saint John City Hall without being notified by the Employer not to report for work, and is not assigned to work for any reasons, he shall receive a minimum of two (2) hours pay, plus the travel allowance if applicable.
- 15.02 When unable to work due to strikes, this clause does not apply.

## **ARTICLE 16 – TERMINATION OF EMPLOYMENT OR LAY-OFF AND PAYMENT OF WAGES**

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- 16.01 The Employer will notify the Shop Steward prior to any lay off.

Every employee covered by this Agreement shall receive their pay in full by cheque or direct deposit on Thursday by the end of the regular shift hours. The paystub shall show deductions including dates, hours worked, hourly rate, employee's name and amounts paid into the health & insurance plan.

- 16.02 Employees shall be paid wages full.

- 16.03 Employees laid off or whose employment is terminated by the Employer shall be paid their wages, their separation slip, and their vacation pay the next pay period. This Article also applies to an Employee who terminates his/her employment.
- 16.04 Employees laid off shall receive two (2) hours notice, and lay off will be effective at the end of any four (4) hour shift.
- 16.05 All cheques must be negotiable at par at a branch of a chartered bank.

## **ARTICLE 17 – HEALTH AND SAFETY**

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- 17.01 All provisions of the New Brunswick Occupational Health and Safety Act will be adhered to by the Employers and Employees. The Employers agree to be bound by the sections of the act which deal with hazardous conditions and materials and agree to provide whatever protective equipment is necessary at no charge to the Employees.
- 17.02 Clean coveralls and gloves will be supplied as required to the spray painter, sandblaster, high pressure blaster and the employee assisting and shall remain the property of the Employer. Where the Employees are required to work with any material which is hazardous to their Health when applied by brush, roller spray or other means, the Employer will supply such protective clothing and gear which are required by the Occupational Health and Safety Act and/or by the instructions supplied along with the hazardous material to be applied and handled. If a disagreement between Employer and Employee arise over what is a hazardous material, then the Union's Business Representative along with Employees of their representative, the Saint John Construction Association and the Occupational Health and Safety Department shall make the final decision.
- 17.03 It is understood and agreed that the parties to the Agreement shall at times comply with the accident prevention regulations of the Worker's Compensation Act and any refusal on the part of the worker to work or to continue to work in contravention of such regulations shall not be deemed to be a breach of this Agreement. The Union is to give thorough instruction to its members in all standard safety precautions. The Union shall be notified of an Employee's continued violation of safety regulations. Such violations shall be sufficient cause for disciplinary action to be taken against the Employee which will be agreed upon by the Union and the Employer.

## **ARTICLE 18 – GRIEVANCE AND ARBITRATION PROCEDURE**

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- 18.01 Any grievance arising out of the application, interpretation or administration of this agreement shall be settled in accordance with this Article.
- 18.02 Step One: Within seven (7) working days following the first occurrence of the event that gave rise to it, or following the first knowledge of such event, the Employee shall present his/her grievance to his/her immediate supervisor. The grievance may be presented verbally and/or in writing stating the Article or Articles of the collective agreement alleged to be violated or misinterpreted.

Step Two: Failing settlement within seven (7) days of the presentation of the grievance, the grievance shall then be taken up with the representative of the Employer designated for the purpose. Should an Industrial Relations Coordinator of the Saint John Construction Association be on site and authorized by the Association to process grievance, the grievance may be taken up with such Coordinator, in the event of non-appointment or absence; the grievance may be taken up with the designated Employer representative. The reply to the grievance shall be given in writing by the end of the next working day. Failing any reply or satisfactory settlement of the grievance within three (3) working days of such presentation the grievance may be referred to arbitration by the Union by giving written notice to arbitrate.

18.03 An Employee in the presentation of a grievance may be accompanied by his/her Job Steward or Business Representative, but by no more than two such persons. In his consideration of a grievance, and immediate Employer supervisor or a designated Employer representative may be accompanied or assisted by an additional Employer representative and by an Industrial Relations Coordinator. In his consideration of a grievance, an Industrial Relations Coordinator may be accompanied or assisted by an Employer Representative.

18.04 The Union may intervene at Step One of an Employee's Grievance and thereafter process the grievance in accordance with the applicable provisions and procedures. The Association may intervene in grievance and thereafter process the grievance in accordance with the applicable provisions and procedures.

18.05 Failing the settlement of a grievance in accordance with the above provisions, the grievance within the time provided shall be subject to arbitration in accordance with the followings rules:

(1) The following people are agreed upon arbitrators and have agreed to serve as arbitrators under the terms of this Agreement:

1. Bob Breen
2. George Filliter
3. Don French
4. Mark Giberson

18.06 The party initiation the grievance shall file the grievance with the arbitrator first named above. If that arbitrator is not available or unable to serve for any reason, the grievance shall be filed with the arbitrator second or next above named. The arbitrator shall hold a hearing within four (4) days after the grievance is submitted to him and shall render his decision to the parties within seventy-two (72) hours after the completion of the hearing, provided that a failure to make an award within the time prescribed or as extended by the parties shall not invalidate the proceedings or terminate the authority of the arbitrator.

18.07 It is understood and agreed in the application of this Article that there is no power in the participants to a settlement to add to, subtract from, or modify the terms of this Agreement. The sole function of an arbitrator shall be to interpret the meaning of the Article of this Agreement and to render a decision which shall be binding on the parties. The arbitrator shall have no power to add to, subtract from, or modify the terms of the Agreement.

18.08 Where an Employee has been discharged or disciplined unjustly or unreasonably, the Employee shall be reinstated and shall receive compensation in the amount he/she would have earned had he/she

been working or in such amount as is just and reasonable in the circumstances. If an arbitrator determines that an Employee has been discharged or otherwise disciplined for cause, the arbitrator may substitute such other penalty for the discharge or discipline as to the arbitrator seems just and reasonable in all the circumstances; the burden of establishing that a different penalty should be imposed shall be on the Employee concerned. The arbitrator shall have no power to vary a suspension of five (5) working days or less imposed for cause, and no power to vary a discharge where the Employee concerned has been the subject of two or more on-site suspensions prior to the incident culminating in the discharge.

- 18.09 It is understood and agreed that an employee presenting a grievance or an Employee whose presence is required in the settlement of a grievance, may, after satisfactory arrangements made with his immediate supervisor, be given time off without deduction of pay to participate in the presentation of a grievance to the extent that his presence is required during the presentation.
- 18.10 The times fixed by this Article are mandatory but may be extended by mutual agreement in writing. If a grievance or arbitration is not processed within the time allowed, the grievance or arbitration shall be deemed to have been abandoned. Saturdays, Sundays and Holidays shall be excluded in computing the time allowed.
- 18.11 The cost of each arbitration shall be borne equally by the parties thereto. The Employer agrees where arbitration arises as a result of a grievance with regards to Health and Welfare or Union dues, the party which loses the Arbitration shall pay all costs.

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## **ARTICLE 19 – STOPPAGE OF WORK**

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- 19.01 There shall be no strikes, lockouts, or stoppage of work during the life of this Agreement.
- 19.02 Refusal by members of Local 1151 to cross a legally established picket line will not be considered a violation of this agreement. Should members of Local 1151 establish an illegal picket line, then the Union will discipline these members to the full extent of the constitution.

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## **ARTICLE 20 – JURISDICTION OF TRADE**

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- 20.01 This agreement shall cover the following jurisdiction of work and shall include all workers engaged in the application and/or removal or protective and/or decorative coating which might be referred to as paints which in the general sense are stains, paints, varnishes, emulsions, bituminous coatings, or inorganic coatings or organic coatings which are applied in the same manner as paints are also included or referred to as paints or plastics or mastics, and all other material used in the various branches of the trade.
- 20.02 The hanging of wall coverings applied with past or other adhesives such as papers, cotton, muslin burlap, grass cloth, labeling, metalizing, vinyl wall coverings, epoxy resin, combination coverings such as armobond, etc., camberick wood veneer wall coverings such as plexwood and all other known as wall coverings and taping and filling, and all incidental preparatory work necessary to carry out as outlined above.

## **ARTICLE 21 – EMPLOYMENT STANDARDS ACT**

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- 21.01 Employment Standards Act covering the painting trade for Saint John and District to be agreed by both Employer and Employee.

## **ARTICLE 22 – PIECE WORK**

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- 22.01 No Employee covered by the terms of this Agreement shall be required to do piece work.

## **ARTICLE 23 – SAVING CLAUSE**

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- 23.01 When in the opinion of the parties to this Agreement certain work might be secured that will not permit the fulfillment of all articles of this agreement and it is found necessary and expedient that with some modification of these conditions such work could be secured; the signatory parties may make arrangements to govern such work and such shall not be considered a violation of this agreement. No party shall have the power to unilaterally alter this Agreement.

## **ARTICLE 24 – ENABLING**

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- 24.01 It is recognized that from time to time certain terms and conditions of employment for Local 1151 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.
- 24.02 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.).
- 24.03 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.
- 24.04 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.
- 24.05 All Contractor members of the Painter & Drywall Taper 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.

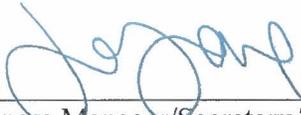
**ARTICLE 25 – TERM AND DURATION**

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- 25.01 The term of this Agreement is to commence August 4, 2020. If either of the contracting parties desires to alter or amend the terms of this Agreement at the end of its termination, at least Two (2) months notice shall be given previous to its expiration and every effort shall be made to reach a settlement on or before the expiration date.
- 25.02 This Agreement shall be in effect from a term beginning August 4, 2020 and shall continue in force until April 30, 2025 and shall automatically be renewed thereafter for successive periods of Twelve (12) months unless either party request the negotiations of a new Agreement by giving written notice to the other party not less than Sixty (60) days prior to the expiration day of this Agreement.

Signed this 6<sup>th</sup> day of August, 2020.

Signed on behalf of International  
Union of Painters and Allied  
Trades Local 1151

  
\_\_\_\_\_  
Business Manager/Secretary Treasurer

\_\_\_\_\_  
Business Representative

Signed on behalf of the Employers  
and the Saint John Construction  
Association:

  
\_\_\_\_\_  
Executive – Director

\_\_\_\_\_  
Bargaining Committee Chairperson

**MEMORANDUM OF AGREEMENT ESTABLISHING CERTAIN TERMS AND CONDITIONS FOR  
MAINTENANCE WORK IN THE PROVINCE OF NEW BRUNSWICK**

Between:

**LOCAL UNIONS 1151 AND 1936 OF THE  
INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES**

("Union")

- and -

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("Employer")

**WHEREAS** the Union represents employees of the Employer in the Province of New Brunswick who perform work of the within the crafts represented by the Union;

**AND WHEREAS** the Union and the Employer are bound to the terms and conditions of the Collective Agreement between the Union and the Saint John Construction Association;

**AND WHEREAS** the Union and the Employer wish to establish certain terms and conditions for maintenance work with the goal of enhancing the competitiveness of the Employer, increasing employment opportunities for employees, and ensure that harmonious relations will continue to exist for the benefit of both parties to this Agreement;

**THEREFORE, THE PARTIES HEREBY** agree as follows:

1. This Agreement establishes terms and conditions of employees performing maintenance work within the Province of New Brunswick.
2. The Employer recognizes the Union as the exclusive collective bargaining agent for all of its employees employed as painters, paperhangers, decorators, drywall finishers, flooring installers and glaziers in the Province of New Brunswick.
3. The Union and the Employer agree that the provisions of the current and future collective agreements between the Saint John Area Construction Association and the Union pertaining to construction work in the industrial, commercial and institutional sector of the construction industry (the "Collective Agreement") will apply to all work performed by the employees included in the bargaining unit described above except as modified by this Agreement.
4. For all maintenance work performed by the Employer, the following provisions apply to overtime:
  - (a) All employees may work up to 48 hours per week between Monday and Friday, inclusive, at the regular straight time rate of pay in the Collective Agreement that is in effect at the time the work is done.
  - (b) All hours worked over 48 hours but equal to or less than 60 hours between Monday and Saturday, inclusive, will be paid at one and one-half time (1 1/2x) the regular hourly rate of pay in the Collective Agreement that is in effect at the time the work is done.

(c) Any and all hours worked over 60 hours between Monday and Saturday, and all hours on Sunday and designated holidays, will be paid at two times (2x) the regular hourly rate of pay in the Collective Agreement that is in effect at the time the work is done.

Dated and signed on behalf of the parties at \_\_\_\_\_,

New Brunswick, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
Witness

\_\_\_\_\_  
For the Employer