

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF  
NEWFOUNDLAND AND LABRADOR INC.  
("hereinafter called the "CLRA")**

**AND**

**THE INTERNATIONAL UNION OF PAINTERS  
AND ALLIED TRADES  
LOCAL 1984  
("hereinafter called the "Union")**

**Term: 2022-2027  
Effective: December 16, 2022**

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## ARTICLE 1 - INTERPRETATION

- 1:01 When used herein, unless the context otherwise requires, the words “Company” and/or “Employer” mean a Company or individual on whose behalf this Agreement is signed or who is a signatory.
- 1:02 Journeyman Painter is a person possessing a certification of qualifications from the Government of NL, or a person who does not possess such a certificate but who can prove that they have worked at the painting trade for at least three (3) years with a bonafide painting contractor.
- 1:03 The Employer shall register their name and address with the Local Union office in the area jurisdiction where the employer performs work or carries on business and shall file a signed copy of this Collective Agreement with such Local Union’s Business Representative.
- 1:04 The Employer shall carry Workplace Health, Safety and Compensation Commission, Employment Insurance and comply with all other Federal and Provincial and Municipal Laws pertaining to the Painting Industry.

## ARTICLE 2 - PURPOSE

- 2:01 The purpose and intent of this Agreement is to promote cooperation and harmony, to provide an orderly procedure for the prompt and equitable disposition of grievances and to set forth the basic Agreement covering rates of pay, hours of work and general conditions of employment.

## ARTICLE 3 - RECOGNITION AND JURISDICTION

- 3:01 The International Union of Painters and Allied Trades, Local Union 1984, is hereby recognized as the sole and exclusive bargaining agent for all painters and painter apprentices employed in the Province of Newfoundland and Labrador.
- 3:02 The terms and provisions of this Agreement shall be binding upon any person doing subcontract work for any Company or Employer. The Employer will inform the subcontractor of their duties and obligations under this Collective Agreement.
- 3:03 No individual or Collective Agreement or Contract, written or oral, shall be entered into by either party that may conflict with the terms of this Agreement.



## ARTICLE 4 - UNION SECURITY

- 4:01 Subject to Article 3, as a condition of employment, it is agreed that only members of the Union, in good standing, shall be employed on work coming within the scope of this Agreement. All employees shall keep up to date with their dues and assessments. Employees who fall in arrears with their monthly dues and/or travel service dues assessments while in the employ or an employer shall be removed from the job at the request of the Business Agent upon presentation of acceptable evidence to support the request. Notwithstanding the aforementioned wording: On all Commercial Work, the employer shall have the right to hire new employees within the Free Zone of any Job Site where qualified union members are not available. The new employees shall be placed on a 30 day probationary period after which an administrative processing fee of one hundred fifty dollars (\$150.00) shall be paid on a prorated basis of twenty-five dollars (\$25.00) per week for six (6) weeks. The employee will be required to pay monthly union dues of three percent (3%) of gross wages or as notified by the union.
- 4:02 The employer shall give preference of employment to and employ members in good standing in the Union, provided that they are qualified to perform the work required. However, should the Union be unable to furnish the workers required within forty-eight (48) hours, exclusive of weekends and holidays, the employer may hire workers from other sources, who as a condition of employment, will become members within seven (7) days. In order that the Union have up to date information only, as to the location and employment status of its membership, members are required to inform the Union, either in person or by telephone prior to or immediately upon any change of employment status. In order to ensure that this is accomplished, the employer is responsible to ensure that each new employee has a referral slip or in the situation where the employee has not cleared in person, that they or the employee has phoned for information purposes. The Union will immediately clear such employees upon receiving the above noted phone call. Where non-union competition exists, the employer shall have the right to hire employees as required and subject to the revised Article 4:01.
- 4:03 A check off system for administration processing fees, union dues and assessments shall be made operative for the life of this Agreement. Any monies held by an employer pursuant to this Article, whether before or after the date they are to be transmitted to the Union shall be deemed to be held in trust.
- 4:04 The Employer agrees to deduct the regular monthly dues, administration processing fees and arrears as stipulated by the Union.
- 4:05 Such dues shall be deducted from the first pay of each month and shall be remitted in accordance with Article 24.



- 4:06 Three percent (3%) of gross earnings of each employee shall be deducted weekly and forwarded to the Union Office when complying with Section 4:04 of Article 4 in addition to the regular monthly dues.
- 4.07 On industrial work only, the employer selects all supervision plus a core group of five workers. All additional required workers will be selected on a 50-50 basis with the union having the first selection followed by the employer until the requirements are met. The union commits to providing qualified workers as requested by the employer.

On commercial work only, the employer will have 100% name hire for all supervision and employee requirements.

## ARTICLE 5 - HOLIDAYS AND VACATION

5:01(a) The following days shall be recognized as holidays:

Boxing Day	Thanksgiving Day
Christmas Day	Victoria Day
Canada Day	August Civic Holiday
Labour Day	Good Friday
New Year's Day	Remembrance Day

When a holiday occurs on a normally scheduled day off, it shall be observed on the next scheduled work day, except for Good Friday, July 1<sup>st</sup>, and November 11<sup>th</sup>.

- 5:01(b) Double the regular rates shall be paid for work performed on any of the foregoing days.
- 5:02 Holidays shall be observed as gazetted by the Provincial Government if named in the Contract.
- 5:03 *Vacation Pay* - In addition to the hourly rates of pay, the Employer shall pay each employee ten percent (10%) of earnings based on gross pay, paid weekly and amount clearly shown on stub.
- 5:04 *Statutory Holiday Pay* - In addition to the hourly rates of pay, the employer shall pay each employee three percent (3%) of earnings based on gross pay, paid weekly and amount clearly shown on stub.
- 5:05 Should a new statutory holiday be proclaimed during the term of this agreement, this new holiday shall be incorporated into this agreement where applicable.



## ARTICLE 6 - HOURS OF WORK AND OVERTIME

6:01 The regular hours of work for all Employees working under the terms of this Agreement shall be as follows:

(a) Forty (40) hours per week made up of five consecutive eight (8) hour days, Monday to Friday, four (4) consecutive (10) hour days, Monday to Thursday, at straight time rates. The regular hours of work shall be scheduled between 6:00 a.m. to 6:00 p.m. with one-half (1/2) hour unpaid lunch period as close to midpoint as possible.

(b) Forty-eight (48) straight time hours per week from Monday to Saturday or four (4) ten (10) hour days, Monday to Thursday plus eight (8) hours on Friday where non-union competition exists. Four consecutive ten-hour shifts can also be scheduled from Tuesday to Friday with mutual consent.

6:02 On out of town projects where room and board or subsistence provisions apply, a compressed work week may be scheduled as follows:

Forty (40) hours per week in four (4) consecutive ten (10) hour days Monday to Thursday at straight time rates between the hours of 6:00 a.m. and 6:00 p.m. with one-half (1/2) hour unpaid lunch period as close to midpoint as possible.

6:03 All overtime outside the normal hours of work shall be paid at time and a half the regular rates of pay with the exception of Holidays and Sundays (5:01(a)) which shall be paid double the regular rates of pay (5:01(b)).

(a) Double time shall not apply where there is non-union competition or where employees elect to have make-up days.

(b) Notwithstanding the aforementioned wording in Article 6:03 and 6:03 (a); on Industrial jobs where there is all union competition, all overtime will be paid at double the hourly rate of pay.

(c) Employees working in excess of 12 hours shall be provided with a hot meal or \$25.00 on industrial work only.

6:04 The existing practice of ten minute only twice daily break shall be strictly enforced by the Employer and the Union. Employees shall be allowed then (10) minutes clean up time at the end of the shift.

6:05 Shift work may be scheduled at the employers' option outside of the regular hours in 6:01 and 6:02. Employees employed on shift work shall receive a fifteen percent (15%) per hour shift premium based on their hourly rate of pay. Shift Premiums shall not apply where there is non-union competition. There



shall be no pyramiding of shift premiums on any overtime hours worked on jobs/contracts.

6:06 *Inclement Weather Make Up Time*

Employees who have missed time during the normal scheduled work hours due to inclement weather may, by mutual agreement, work extra hours, excluding Sundays and holidays, at the regular straight time rate of pay up to a weekly total of forty-eight (48) hours, Monday to Saturday.

6:07 When an employee reports to the job site and is refused work for any reason excluding inclement weather, they shall receive not less than two (2) hours pay at the applicable rate of wages. In the case of inclement weather, the employee shall be notified by the employer or their representative the night before not to report to work prior to leaving their residence. Failing such notification in a timely manner, the two (2) hour show up provision shall apply. This Article shall not apply where there is non-union competition.

6:08 If the employee is requested or required to remain at the job site until work becomes available they shall be paid for all waiting time at the applicable rate of pay.

6:09 For industrial work only, if an employee commences work, they shall be paid to mid shift. If the employee works beyond mid shift, they shall be paid for the actual hours worked.

**ARTICLE 7 - WAGES, HEIGHT PAY, EMPLOYER PROVIDED PROTECTIVE CLOTHING AND TRAINING**

7:01A If an employee is required to work at a free fall height of over fifty (50) feet to point of contact, they shall be paid a premium of seventy-five cents (\$0.75) per hour above the rate. This Article shall not apply where there is non-union competition. When any member of a crew receives height pay, the Foreperson (Foreperson) of that crew shall also receive height pay. Rate is for full day.

7:01B The employer shall provide all personal protective equipment including fire retardant coveralls. When full time respirators are used, prescription inserts shall be supplied when required on spray paint and sand blasting work. Employees applying passive fire protection such as Chartek shall be provided with \$250.00 towards the cost of boots every 1000 hours.

7:01C When employees are required to undergo training of any kind in order to work, they shall be provided with a copy of all training certificates associated with that training.



7:02A Wage rate tables as listed in the Appendices shall be effective on 18 December 2022. Increases on the base hourly wage rate are as follows:

- 3% - December 18, 2022
- 3% - May 1, 2023
- 3% - May 1, 2024
- 3% - May 1, 2025
- 3% - May 1, 2026

7:02C Spacklers, Drywall Finishers/Tapers, Paper and Vinyl Hangers, Spray Painters, high pressure wash over 10,000 psi and abrasive blasters, and Fireproofers shall receive three dollars (\$3.00) per hour above the applicable rate of wages. Employees in possession of a valid certificate of competency obtained through union provided training in; spray painting, abrasive blasting or high pressure wash over 10,000 psi shall receive an additional dollar (\$1.00) per hour above the applicable rate of pay. Pay shall be for a minimum of one-half shift and if work goes into the second half of the shift, the workers shall be paid for the regular day.

Chargehands and Working Foreperson shall receive three dollars (\$3.00) above the applicable rate of wages. Non working Foreperson shall receive three dollars and fifty cents (\$3.50) above the applicable rate of wages, and general Foreperson shall receive four dollars (\$4.00) above the applicable rate of wages.

7:02D **INDUSTRIAL WORK**

Industrial Painting and maintenance means all painting work required in or performed as a part of on-site fabrication, repair service maintenance, construction and erection of heavy industrial developments, including but not limited to: oil refineries, chemical plants, rubber plants, cement plants, smelter complexes, thermal power plants, hydro power plants, nuclear power plants, heavy water plants, paper mill, pulp and sulphite mills, breweries, industrial pump houses, water treatment plants, fish plants and other work of a similar nature. The Hourly Wage Rate as per Article 7:02B shall apply to the aforementioned work where there is non-union competition.

7:02E **COMMERCIAL WORK**

Commercial Painting means all Painting not covered under the definitions of industrial painting, including but not limited to the installation, service and repair of any painting work in dwelling houses, apartment houses, churches, schools, hospitals, institutional buildings, commercial building, factories, stores, shopping centres and other work of a similar nature.





Once a Journeyperson becomes a Spackler or Vinyl Hanger, they shall retain that rate for the duration of their employment.

7:03 Industry Fund: Upon signing of this Agreement, the Employer shall remit sixty (60¢) cents per hour worked (thirty (30¢) cents to be remitted to the CLRA and thirty (30¢) cents to Trades NL). Such monies shall be remitted no later than the 15<sup>th</sup> day of the month following the month worked. The monies shall be remitted to an Administrator appointed by the parties. (see Article 24)

Harmonized Sales Tax (HST) of 15% is applicable on the \$0.30 remitted to the CLRA, and the HST portion only shall be mailed separately to the CLRA at 69 Mews Place, St. John's, NL A1B 4N2 with supporting documentation.

7:04 FOREPERSON: - When five (5) or more workers are on any job, one (1) worker shall be classed as a chargehand or foreperson who shall receive three dollars (\$3.00) above the top paid rate including all premiums. Chargehands may be appointed at the discretion of the employer regardless of the number of workers employed, but must receive the appropriate rate.

When more than ten workers are employed there shall be a non working foreperson who shall receive three dollars and fifty cents(\$3.50) above the top paid rate including all premiums.

The average foreperson to journeyperson ratio will not exceed ten (10) journeypersons to one (1) foreperson unless modified by mutual agreement. The ratio of foreperson to general foreperson shall be three (3) forepersons to one (1) general foreperson unless otherwise mutually agreed. A general foreperson shall receive four dollars (\$4.00) above the top paid rate including all premiums.

7:05 Wages shall be paid weekly by Cheque or Direct Deposit before quitting time on Friday and if this provision is departed from on more than one occasion, the employee involved shall receive regular rates of pay for all waiting time to a maximum of one shift per day. If an employee is discharged, they shall be paid within eight (8) hours if possible but in any case they shall be paid on the next regular pay day. All wages shall be accompanied by a statement showing the number of hours worked, the rates of pay, the period covered and all pertinent deductions.

7:06 Stabilization Funds Agreement

The Union and the CLRA shall establish a jointly managed Stabilization Fund for the purpose of subsidizing Employers (who are members of the CLRA) in the Province of Newfoundland and Labrador on cost-sensitive projects in the jurisdiction of the Painters Union, Local 1984. For the purpose of carrying out the terms and conditions associated with the administration and operation of the Fund, the CLRA and the Union shall appoint four (4) Trustees, two (2)

Trustees each shall be appointed by the Union and the CLRA. This fund will be governed in accordance with Appendix "A".

Upon signing of this Agreement the Employer shall remit One dollar (\$1.00) per hour worked to the Fund which shall be remitted in accordance with Article 24.

## ARTICLE 8 - TRAVEL

8:01 There shall be a free zone for employees working within a fifty (50) km radius of St. John's City Hall. Travel and subsistence allowance will not apply when traveling to and working within this free zone. There shall be an unlimited free zone where non-union competition exists.

Employees on industrial sites who are obligated to remain in the vicinity of the jobsite shall receive seven (7) days room and board provided they complete their full regularly scheduled shift of either five 8-hour or four 10-hour days. In the event that an employee does not complete their scheduled shift, they shall receive room and board for days worked unless off for medical reasons (doctor's note required) or pre-approved time off.

8:02 There shall be a fifty (50) km radius free zone around all projects outside the jurisdiction of Clause 8:01. There shall be an unlimited free zone where non-union competition exists.

8:03 Employees shall be paid sixty-eight (\$0.68) cents per kilometer for the duration of this Agreement, for all distance traveled daily outside the Free Zones subject to and described in Articles 8:01 and 8:02 up to a maximum of fifty (50) kilometers one way from their place of residence to the Free Zone outerlimits (ie. one way 50 + 50 = 100 kms).

Initial and final travel time and kilometer allowances shall be paid on each job/contract where there is no non-union competition.

8:04 When an Employee's combined daily two-way distance travel exceeds 200 kilometers, they shall receive at the Employer's discretion either adequate Room and Board or Daily Subsistence of ninety-one dollars (\$91.00) per day.

Ten dollar (\$10.00) total increase to LOA as follows:

\$3.00 increase on signing - (\$91.00 per day)

\$4.00 increase on May 1, 2023 - (\$95.00 per day)

\$3.00 increase on May 1, 2024 - (\$98.00 per day)

Adequate Room and Board or daily subsistence shall be provided for days not worked due to inclement weather or other reasons beyond the employer's control.



- 8:05 All employees receiving room and board or daily subsistence in accordance with Article 8:04 shall be entitled to initial and terminal travel time pay between their regular place of residence and the job site on their first and last day of employment on the job site. Such travel time and time worked shall not exceed ten (10) hours in any day or overnight lodging shall be provided. Travel time shall not apply where there is non-union competition.
- 8.06 On any job on the island of Newfoundland that is not accessible by road, the employees are entitled to a round trip home every twenty-eight (28) days. These trips are not to exceed seven (7) unpaid working days. For all work in Labrador, employees are entitled to a round trip every twenty-eight (28) days. These trips are not to exceed seven unpaid working days (excluding one day travel in and one day travel out. Round trip transportation cost to be paid for by the employer. Eight hours pay on return only.

## ARTICLE 9 - HEALTH AND WELFARE

- 9:01 The employer shall contribute to the IUPAT Atlantic Provinces Benefit Trust Fund the following amounts for each hour earned for industrial and each hour worked for commercial for each employee employed by the employer, under the terms of this Agreement.

Health & Welfare - Industrial  
December 18, 2022 \$2.80

Health & Welfare - Commercial  
December 18, 2022 \$2.80

- 9:02 Contributions are to be forwarded in accordance with Article 24 and a copy sent to the Local Union.
- 9:03 The Trust Document under which the fund is controlled shall provide for equal representations of Trustees for Employers and District Council 39 and its affiliated Local Unions.
- 9:04 Payments shall be due and payable not later than the 15<sup>th</sup> day after the termination of the calendar month in which the hours were worked. The employer concerned will not only remain liable to the said Welfare Plan for the amount of any contribution not so paid, but shall be responsible for claim or benefits lost to the employee or employees by reason of the failure to make payment in the amounts and the times provided herein. The Employer shall also forward a statement to the Administrator setting out the names of the employees in respect of whom such payments are made and the amount in respect of each employee and the hours worked by each employee during such calendar month.



9:05 Delinquent Contributions: Delinquent and continued failure to remit contributions to the Trust Funds provided for in this Agreement shall be dealt with as follows:

1. The Union will advise the Employer in writing of any delinquency.
2. If the Employer has failed to respond within 48 hours of receipt of notice under (1) above, exclusive of Saturday and Sunday and holidays, the Union may request a meeting with the Employer or his representative to provide for payment.
3. Should the matter not be resolved at the above mentioned meeting, the Union shall have the right notwithstanding Article 12 to withdraw the services of its members employed by the delinquent contractor. Notice of any action under (3) shall be given to the contractor, the Association and any general contractor involved 48 hours in advance.
4. Should an employer fail to remit contributions to the Trust Funds provided for in this Agreement, the employer shall be deemed to hold in trust an amount equal to all monies it is required to remit to the Trust Funds provided for in this Agreement.

#### ARTICLE 10 - PENSION

- 10:01 (a) Commencing the date of signing and 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 (Canada) for each employee covered by this Agreement, as follows:
- (b) For each hour or portion thereof, for which an employee earns on industrial work and for each hour worked on commercial work, the Employer shall make a contribution of:
- December 18, 2022 - \$6.20 - To the above named Pension Fund.
- (c) 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, helpers, trainees and probationary employees.
- (d) The payments to the Pension Fund required above shall be made to the I.U.P.A.T. Union and Industry Pension Fund which was established under an Agreement and declaration of Trust dated April 1, 1967. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as amended from time to time, as though he had actually signed the same.

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- 10:02 The Employer hereby irrevocably designates as its representatives on the Board of Trustees such Trustees as are now serving or who will in the 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.
- 10:03 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 V, Section 6 of the said Agreement and Declaration of Trust.
- 10:04 If an Employer fails to make contributions to the Pension Fund within twenty 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 hereof 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.
- 10:05 Contributions to this Fund shall be in accordance with Article 24.

#### **ARTICLE 11 - STEWARDS AND BUSINESS AGENTS**

- 11:01 On each job when there are two or more employees, the Union shall have the right to appoint a Steward, in consultation with the Employer. If consultation is not possible, the Union has the sole right to appoint a Steward who shall be a Journeyperson and the Employer shall be notified in writing immediately of such appointment. The Steward shall have authority to act as spokesman for the Union and the employees on certain matters covered by this Agreement, and on certain Union regulations.
- 11:02 On any job, the Job Steward shall be the third last person laid off if they are capable of performing the work required and they shall also have the opportunity to work on overtime and also be the first person rehired after lay off provided that the employee is capable of performing the work.
- 11:03 The Union Business Agent shall also be allowed to visit any job to interview the Steward or other employees. However, neither the Steward or Business Agent shall have the right to engage any employee



in a conference during working hours such as to cause them to neglect their work. This shall also apply to the Trades NL Business Manager. The aforementioned visitation is subject to the prior approval of the Owners and/or their Site Representative or Project Manager.

#### **ARTICLE 12 - NO STRIKE OR LOCKOUT**

12:01 During the life of this Agreement, there shall be no strike, lockout, slowdown or stoppage or work.

#### **ARTICLE 13 - MANAGEMENT RIGHTS**

13:01 The Union agrees and acknowledges that the Employer has the exclusive rights, subject to this Agreement, to manage the business, including the right to hire, direct, promote, increase or decrease the working force and to discharge employees for just cause.

13:02 Any employee who has been discharged shall have access to the Grievance Procedure.

#### **ARTICLE 14 WORKER'S COMPENSATION**

14:01 The Employer shall comply with the Workplace Health, Safety and Compensation Commission Regulations.

#### **ARTICLE 15 - APPRENTICESHIP**

15:01 Apprentices when employed shall be indentured under the Apprenticeship Act of the Province.

15:02 Apprentices shall be given one year credit for the accredited pre-employment training course at any Newfoundland Vocational School if course is completed.

15:03 The ratio of Apprentices to Journeypersons shall be one (1) Apprentice for each three (3) Journeypersons employed and one (1) Apprentice for the shop. On commercial work, the ratio of apprentices to journeypersons shall be one (1) apprentice to two (2) journeypersons. The number of apprentices on any job shall not differ from the ratio stated above, unless mutually agreed between the employer and the union.

15:04 The term of Apprenticeship shall not be less than three (3) years.





15:05 Apprentices shall be paid:

- 60% of the Journeyperson's rate in the 1<sup>st</sup> full year of employment in the trade.
- 75% of the Journeyperson's rate in the 2<sup>nd</sup> full year of employment in the trade.
- 90% of the Journeyperson's rate in the 3<sup>rd</sup> full year of employment in the trade.
- Full Journeyperson's rate thereafter.

#### **ARTICLE 16 - I.U.P.A.T. ATLANTIC PROVINCES JOINT APPRENTICESHIP & TRAINING FUND**

Parties to this Agreement have agreed pursuant to the Trust Document dated May 2001 to the establishment of the I.P.U.A.T. Atlantic Provinces Joint Apprenticeship & Training Fund.

1. The Trust Document under which this Fund is governed shall provide for Trustees equal in number and in authority appointed by each of the Parties thereto.
2. The Board shall meet at least three (3) times annually and shall elect a Chairman and a Secretary, one of whom at all times shall be an employer nominated Trustee and a Union Trustee.

**The Joint Trade Board's Terms of Reference shall include:**

1. The encouragement and promotion of an apprenticeship training and journeyman upgrading program in all craft sectors represented by the Collective Agreement.
2. The development and submission of draft legislation that may promote the industry.
3. Development and implementation of trade specific health and safety programs.
4. Other issues of mutual concern to the Parties that promote and enhance the industry. The Board is authorized to seek and obtain funding and grants from government agencies, etc. that may assist in implementing their policies.
5. Specifically excluded from the Board's duties is the processing or settlement of grievances.



6. The Employer agrees to contribute the sum of seventy cents (\$0.70) for each hour worked by each employee to the I.U.P.A.T. Atlantic Provinces Joint Apprenticeship and Training Fund created by Trust Agreement. Included in these funds shall be the required contributions to the I.U.P.A.T. Labour Management Cooperation Initiative and the I.U.P.A.T. Joint Apprenticeship and Training Fund. Contributions shall be remitted in accordance with Article 24.
7. The Joint Apprenticeship & Training Fund Committee is authorized by both parties to the Agreement to establish rules and guidelines for apprentices and journeypersons 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 17 - TRAINING**

17:01 The Union will provide safety training in the following areas:

Fall Protection, WHMIS, Respiratory Fit Testing, Confined Space Entry

The Union will also provide upon request from the employer First Aid, Powerline Hazards, AWP Training.

Costs associated with training courses not listed in this article will be charged back to the employer.

If the worker's first aid certificate expires on a job where first aid is required, the employer will pick up the cost for the training including wages.

#### **ARTICLE 18 - UNION MEMBERS CONTRACTING**

18:01 It is expressly understood that no Union member is to contract work while employed by the Contractor. Both the Employer and the Union will jointly endeavor by all means possible to put a stop to any such practice, including the right to suspend an employee.

#### **ARTICLE 19 - BEREAVEMENT PAY**

19:01 In the case of death in the employee's immediate family (parents, spouse, children, brother or sister) up to three (3) days bereavement leave with pay will be given for time lost from the employee's regular scheduled hours, provided they have been in the employ of the Employer for two (2) months and



provides copy of death certificate if requested. (Not applicable to employees on vacation, Workplace Health, Safety and Compensation Commission or scheduled days off.) Pay will be straight time even though the days may occur on an overtime day.

In the case of death of the Employee's Father-in-Law, Mother-in-Law, Grandmother or Grandfather, an Employee shall be entitled to one (1) regular working day of absence as above.

## ARTICLE 20 - GRIEVANCE PROCEDURE

20:01 Should an employee feel that they have a grievance or complaint or that they have been treated unfairly, they may present the complaint or the grievance in writing to the Employer or the Employer's representative or their Business Agent within fifteen (15) days of the occurrence and in so doing they may have the assistance of the Union Business Agent. Should no satisfactory settlement be reached within forty-eight (48) hours of first presenting the Grievance, or any longer period mutually agreed upon, the matter may be carried to the next step.

20:02 Should no settlement be reached under Step 1, the grievance may be taken up with the employer and the Union Business Agent or a Union Grievance Committee shall meet with the Employer's Representative to consider the grievance. Such meeting shall take place within five (5) days of either party serving notice to the other party that a meeting is desired and the notice shall state the purpose of the meeting and the article number grieved. If no settlement is reached within seven (7) days of such notification, or if a meeting fails to take place within five (5) days of the notification, the matter may be referred by either party to arbitration as provided for in Article 20:01 or 20:08 of this Agreement.

### 20:03 Employer, Association - Union Grievance

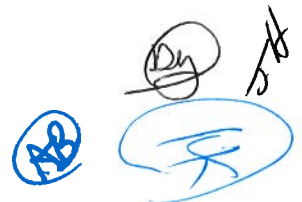
Should a difference arise between the Employer and the Union concerning the interpretation, application, violation or alleged violation of any clause in this Agreement, the matter may be taken up and handled by following the procedure outlined in Step 1 of this Article.

## ARTICLE 21 - ARBITRATION

21:01 Any Grievance remaining unsettled after passing through the Grievance Procedure as outlined in Article 19 may be referred by either party to Arbitration in accordance with this Article.

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- 21:02 When the Grievance Procedure has been exhausted without settlement, the parties hereto shall agree by midnight of the last day of the Grievance Procedure upon the appointment of a single Arbitrator to arbitrate the Grievance.
- 21:03 If the parties fail to appoint an Arbitrator within the time limit, either party may inform the Minister of Environment and Labour who may appoint an Arbitrator.
- 21:04 The Arbitrator appointed under this Article shall have all the power conferred upon an Arbitrator under the Labour Relations Act and without restricting their power and authority, their decision shall be an order and may require:
- (a) Compliance with the Agreement in a stipulated manner and/or;
  - (b) Re-instatement of an employee in the case of dismissal or suspension in lieu of dismissal with or without compensation.
- 21:05 The decision of the Arbitrator shall be rendered within forty-eight (48) hours of their appointment unless a time extension is otherwise mutually agreed by the parties hereto.
- 21:06 One-half of the expense and remuneration incurred by the Arbitrator shall be paid by the employer or Employer's Representative and one-half shall be paid by the Union.
- 21:07 Either party has the right to use the above procedure or refer the matter to a three (3) person Arbitration Board (Article 20:08).
- 21:08 Arbitration: Any dispute or grievance remaining unsettled after passing through the procedure for the settlement of grievance outlined in Article 18 of this Agreement may be referred by either party to a Board of Arbitration composed and appointed as follows:
1. Either party may notify the other of its desire to submit difference to Arbitration and notice shall contain the name of the first appointee to the Arbitration Board. The recipient of the notice shall within five (5) days of notification, inform the other party of the name of its appointee to the Board. The two (2) appointees so selected shall within five (5) days of the appointment of the second of them, appoint a third person who shall be chairman of the Board. If the recipient of the notice fails to name a chairman within the period specified, the appointment of one or both shall be made by the Minister of Environment and Labour for Newfoundland and Labrador at the request of either party.



2. The Arbitration Board shall hear and determine the difference and shall issue a written decision within thirty (30) days which shall be final and binding on both parties and upon any employees or employers affected by it. The decision of the majority or the decision of the Chairman shall govern.
3. The Arbitration Board shall not have the power to alter or change any of the provisions or terms of this Agreement nor to give any decision inconsistent with the terms and provisions of this Agreement.
4. In Arbitration proceedings, each of the parties shall bear expenses of their appointees and the expenses of the Chairman shall be shared equally by both parties; whether appointed in the regular manner or by the Minister of Environment and Labour.

## ARTICLE 22 - PRESERVATION OF WORK

22:01 Effective the date of signing of this Agreement and expiring April 30, 2022 the parties agree that if and when the Employer shall perform any work of the type covered by this Agreement at the site of a construction project, under its own name or under the name of another, as a corporation, company, partnership or any other business entity, including a joint venture, wherein the employer (including its officers, directors, owners, partners or stockholders) exercises either directly or indirectly (such as through family members) any significant degree of ownership, management or control, the terms and conditions of this Agreement shall be applicable to all such work.

22:02 All charges of violations of Section 21:01 of this Article shall be considered as a dispute under this Agreement and shall be processed with the procedures for the handling of grievances and the final binding resolution of disputes, as provided in Article 19 of this Agreement. As a remedy for violations of this section, the arbitrator (or arbitration board) provided for in Article 20 is empowered, at the request of the Union, to require an Employer to (1) pay to affected employees covered by this agreement, the equivalent of wages lost by such employees as a result of the violations and (2) pay into the affected joint trust funds established under this Agreement any delinquent contributions to such funds which has resulted from the violations, including such interest as may be prescribed by the trustees or by law. Provisos for this remedy herein does not make remedy the exclusive remedy available to the Union for violation of this Section; nor does it make the same or other remedies unavailable to the Union for violations of other sections or articles of this Agreement.

## ARTICLE 23 - ENABLING CLAUSE

23:01 Where a particular Article or Articles of this Collective Agreement is or are found to work a hardship for a particular project or specific geographical area, the terms and conditions in this Agreement for that project or specific geographical area may be modified by the mutual consent of the Union, and the Association when they deem it prudent. It is understood and agreed that where mutual agreement for such change cannot be achieved, the request shall not be subject to either Grievance or Arbitration.

## ARTICLE 24 - ORGANIZING FUND

24:01 Employers signatory to this Agreement shall deduct and remit the sum of fifty-five cents (\$0.55) per hour paid for each employee and remit as per Article 24. The hourly wage rates printed herein have been reduced by a sum equal to the amount remitted.

## ARTICLE 25 - EMPLOYER CONTRIBUTIONS

25:01 Employers bound by the Agreement shall contribute and remit monthly to the Administrator of record before the fifteenth (15<sup>th</sup>) day of the month following the amounts set forth in the wage rate table appendices.

In addition, the employer agrees to deduct basic monthly dues in the amount certified by the Union, from the first pay of each and every employee each month and further agrees to deduct the required percentage (%) of administrative dues from each and every pay of each employee and to remit both on the Monthly Remittance Form in accordance with Article 4:04 & 4:06.

### 25:02 Unified Remittance of Funds

- a) All funds and check-off payments shall be recorded and itemized on a Unified Remittance Form. This form shall be supplied by the Fund Administrator and shall make provisions for the listing of each employee's name, social insurance number and number of hours earned.
- b) All fund and check-off remittance shall be consolidated into one (1) cheque payable to:

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





And received by the Fund no later than the fifteenth (15<sup>th</sup>) day of the month following for which such payments are payable.

- c) An agreement between the parties of the Collective Agreement, the Administrator appointed from time to time by the parties, the various Trustees and/or organizations having responsibility for the receipt, collection and administration of all the various funds pursuant to the Collective Agreement shall be signed by the various participants.

The employers party to this Collective Agreement whether or not directly signatory to the Collective Agreement hereby irrevocably designate the "Union" and the "CLRA" as the parties responsible for amending or adjusting the specific monetary amounts required pursuant to the various funds and check-off payments required from time to time.

- d) If the employer has no employees during a given month, he 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 Remittance Form will be approved by the Trustees of the I.U.P.A.T. Atlantic Provinces Benefit Trust Fund.
- g) All monies required for the various Funds and Dues Check-offs required by the Collective Agreement are deemed to be held in Trust by the employer until remitted as aforesaid.

## ARTICLE 26 - AMENDMENTS

26:01 Written notice to either party shall be given not more than ninety (90) days and not less than thirty (30) days immediately before the expiration of the termination of this Agreement. If no such notice is given, the Agreement shall remain in effect from year to year after termination date, until the next year. The parties of this Agreement may, by consent in writing at any time while the Agreement is in force, vary or substitute another provision for any provisions in the Agreement other than the provisions relating to the term of this Agreement.

26:02 Where notice requesting negotiations of a new Agreement has been given, this Agreement shall remain in full force and effect until such time as the parties are authorized to declare a strike or lock-out under the Labour Relations Act

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provided that this Agreement may be further extended from time to time by mutual agreement.

## ARTICLE 27 - DURATION

27:01 This Agreement shall be effective on date of signing and shall remain in force and effect until the 30<sup>th</sup> Day of April, 2027 and shall continue thereafter until the 30<sup>th</sup> Day of April in any year as the anniversary date, from year to year until superseded by a new Agreement or amended as provided for by Article 26 of this Agreement.

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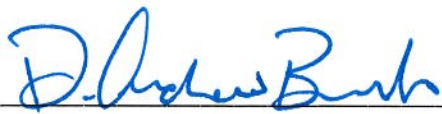
# SIGNING PAGE

SIGNED THIS 16<sup>th</sup> DAY OF December, 2022.

FOR THE CONSTRUCTION LABOUR  
RELATIONS ASSOCIATION OF NL INC.


FOR THE IUPAT LOCAL 1984

  
\_\_\_\_\_  
Doug Youden

  
\_\_\_\_\_  
Andrew Brooks

  
\_\_\_\_\_  
Jim Hewlett

\_\_\_\_\_

  
\_\_\_\_\_  
Terry French

\_\_\_\_\_



APPENDIX "A"

**JOB TARGETING PROGRAMME**

**CONSTRUCTION LABOUR RELATIONS ASSOCIATION  
OF NEWFOUNDLAND AND LABRADOR INC.**

And

**THE INTERNATIONAL UNION OF PAINTERS  
AND ALLIED TRADES  
LOCAL 1984**

The above parties agree that to target a cost sensitive job, the following conditions shall apply for Public Tender Projects and invited Tenders:

1. If a painting contractor is desirous of bidding a project where there is non-Union competition, he may request by fax to CLRA, a proposed Targeting Agreement between the Union and the CLRA. The painting contractor would list in his request specific changes to the Collective Agreement which would enhance his opportunity to successfully bid that particular project.

The Union (upon receipt from CLRA would review the request and indicate by return fax to CLRA changes to the Collective Agreement or refuse to target that particular project, in which case the Contractor would have to adhere to all articles of the present Collective Agreement.

Other painting contractors contemplating bidding the same project may follow the aforementioned process or fax CLRA to inquire if this project was being targeted. The additional Contractors will be faxed immediately upon the Union's response to the initial request to target the specific project.

Due to cost, time restraints and accountability, CLRA will only respond to members who adhere to this process. (You have to request a Target Rate in order to receive one).

CLRA would fax the list of additional Contractors requesting the Targeting Agreement to the Union.

2. The Union shall refuse any special conditions to any contractor who manages, operates, assists or own either partially or wholly a contracting company which is operating non-Union/double breasted in the industry.
3. When special conditions are in effect for a target job, these conditions shall be in effect until the completion of the job.


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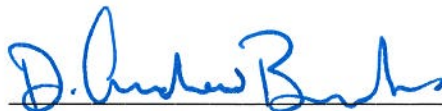
4. All other jobs not covered by this Agreement shall come under the Provincial Agreement.

SIGNED THIS 16<sup>th</sup> DAY OF December, 2022.

FOR THE CONSTRUCTION LABOUR  
RELATIONS ASSOCIATION OF NL INC.


FOR THE IUPAT LOCAL 1984

  
\_\_\_\_\_  
Doug Youden

  
\_\_\_\_\_  
Andrew Brooks

  
\_\_\_\_\_  
Jim Hewlett

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\_\_\_\_\_  
Terry French

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**ABATEMENT APPENDIX  
TO THE  
COLLECTIVE AGREEMENT  
BETWEEN**

**THE CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF  
NEWFOUNDLAND AND LABRADOR INC.  
("hereinafter called the "CLRA")**

**AND**

**THE INTERNATIONAL UNION OF PAINTERS  
AND ALLIED TRADES  
LOCAL 1984  
("hereinafter called the "Union")**

**Effective: January 1, 2023**

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## Preamble

The objective of this Appendix is to promote harmonious relations between the employers and the employees represented by the Union, to establish rates of pay, hours of work and general conditions of employment; and to facilitate, as required, the resolution of any problems relevant to the terms of this Appendix.

## Article 1 - Recognition

1.01 The Union is hereby recognized as the sole and exclusive bargaining agent for all employees, on any and all work covered by this Appendix in the province of Newfoundland and Labrador.

## Article 2 - Scope of Work

2.01 This Appendix 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.

2.02 This Appendix shall also include all work associated with the removal, abatement and/or encapsulation of mould, PCB's, lead dust, heavy metals, other hazardous wastes and/or chemicals, and lead-based paints and/or other lead-based coatings.

## Article 3 - Incorporation of Area Collective Agreement

3.01 The parties agree that the terms and conditions of employment for employees performing work under the scope of this Appendix, except as herein modified, shall be the terms and conditions of the collective agreement between the Union and the CLRA that pertains to work in the industrial and commercial division of the construction industry in the province of Newfoundland and Labrador.

## Article 4 - Wages and Benefits

4.01 Employees shall be paid the wages, benefits and premiums for Industrial Painters as prescribed in the collective agreement between the Union and the CLEA that pertains to work in the industrial and commercial division of the construction industry in the province of Newfoundland and Labrador.



Article 5 - Lunch Period

5.01 All workers will be given one (1) hour for lunch of which thirty (30) minutes will be paid.

Article 6 - Term of Agreement

6.01 This Appendix shall be effective January 1, 2023.

6.02 This Appendix shall remain in force unless amended by the written agreement of the parties.

Article 7 - Signatories

Signed and dated this 16<sup>th</sup> day of December 2022, by:

FOR THE CONSTRUCTION LABOUR  
RELATIONS ASSOCIATION OF NL INC.


FOR THE IUPAT LOCAL 1984

  
\_\_\_\_\_  
Doug Youden

  
\_\_\_\_\_  
Andrew Brooks

  
\_\_\_\_\_  
Jim Hewlett

\_\_\_\_\_

  
\_\_\_\_\_  
Terry French

\_\_\_\_\_



CLRA and IUPAT Local 1984 2022-2027 Provincial Collective Agreement - IUPAT Local 1984 Industrial Wage Rates Effective December 18, 2022

Trade Classification	Basic Hourly Rate	Vacation Pay 10%	Holiday Pay 3%	Total Hourly Rate	Health and Welfare	Pension	Apprentice Fund	Organizing Fund	Union Admin. Fund	Building Trades	CLRA	Wage Rate Subtotal	Rate Stabilization Fund	Wage Rate Total
<b>Group 1</b>														
Painter Journeyperson, Glazier	\$ 35.25	\$ 3.53	\$ 1.06	\$ 39.83	\$ 2.80	\$ 6.20	\$ 0.70	\$ 0.55	\$ 0.30	\$ 0.30	\$ 0.30	\$ 50.98	\$ 1.00	\$ 51.98
<b>Group 2</b>														
Spackler, Drywall Finisher/Taper, Paper and Vinyl Hangar, Spray Painter, High Pressure Washer (over 10,000 psi), Abrasive Blaster, Fireproofers \$3.00 above JP	\$ 38.25	\$ 3.83	\$ 1.15	\$ 43.22	\$ 2.80	\$ 6.20	\$ 0.70	\$ 0.55	\$ 0.30	\$ 0.30	\$ 0.30	\$ 54.37	\$ 1.00	\$ 55.37
Apprentices:														
First Year 60% of JP	\$ 21.15	\$ 2.12	\$ 0.63	\$ 23.90	\$ 2.80	\$ 6.20	\$ 0.70	\$ 0.55	\$ 0.30	\$ 0.30	\$ 0.30	\$ 35.05	\$ 1.00	\$ 36.05
Second Year 75% of JP	\$ 26.44	\$ 2.64	\$ 0.79	\$ 29.87	\$ 2.80	\$ 6.20	\$ 0.70	\$ 0.55	\$ 0.30	\$ 0.30	\$ 0.30	\$ 41.02	\$ 1.00	\$ 42.02
Third Year 90% of JP	\$ 31.73	\$ 3.17	\$ 0.95	\$ 35.85	\$ 2.80	\$ 6.20	\$ 0.70	\$ 0.55	\$ 0.30	\$ 0.30	\$ 0.30	\$ 47.00	\$ 1.00	\$ 48.00
Foremen (Group 1):												\$ -		
Chargehands and Working Foremen \$3.00 above JP	\$ 38.25	\$ 3.83	\$ 1.15	\$ 43.22	\$ 2.80	\$ 6.20	\$ 0.70	\$ 0.55	\$ 0.30	\$ 0.30	\$ 0.30	\$ 54.37	\$ 1.00	\$ 55.37
Non Working Foreman \$3.50 above JP	\$ 38.75	\$ 3.88	\$ 1.16	\$ 43.79	\$ 2.80	\$ 6.20	\$ 0.70	\$ 0.55	\$ 0.30	\$ 0.30	\$ 0.30	\$ 54.94	\$ 1.00	\$ 55.94
General Foremen \$4.00 above JP	\$ 39.25	\$ 3.93	\$ 1.18	\$ 44.35	\$ 2.80	\$ 6.20	\$ 0.70	\$ 0.55	\$ 0.30	\$ 0.30	\$ 0.30	\$ 55.50	\$ 1.00	\$ 56.50
Foremen (Group 2):														
Chargehands and Working Foremen \$3.00 above G2	\$ 41.25	\$ 4.13	\$ 1.24	\$ 46.61	\$ 2.80	\$ 6.20	\$ 0.70	\$ 0.55	\$ 0.30	\$ 0.30	\$ 0.30	\$ 57.76	\$ 1.00	\$ 58.76
Non Working Foreman \$3.50 above G2	\$ 41.75	\$ 4.18	\$ 1.25	\$ 47.18	\$ 2.80	\$ 6.20	\$ 0.70	\$ 0.55	\$ 0.30	\$ 0.30	\$ 0.30	\$ 58.33	\$ 1.00	\$ 59.33
General Foremen \$4.00 above G2	\$ 42.25	\$ 4.23	\$ 1.27	\$ 47.74	\$ 2.80	\$ 6.20	\$ 0.70	\$ 0.55	\$ 0.30	\$ 0.30	\$ 0.30	\$ 58.89	\$ 1.00	\$ 59.89

HST is applicable on CLRA Industry Funds



CLRA and IUPAT Local 1984 2022-2027 Provincial Collective Agreement - IUPAT Local 1984 Commercial Wage Rates Effective December 18, 2022

Trade Classification	Basic Hourly Rate	Vacation Pay 10%	Holiday Pay 3%	Total Hourly Rate	Health and Welfare	Pension	Apprentice Fund	Organizing Fund	Union Admin. Fund	Building Trades	CLRA	Wage Rate Subtotal	Rate Stabilization Fund	Wage Rate Total
<b>Group 1</b>														
Painter Journeyperson/Glazier	\$ 25.70	\$ 2.57	\$ 0.77	\$ 29.04	\$ 2.80	\$ 6.20	\$ 0.70	\$ 0.55	\$ 0.30	\$ 0.30	\$ 0.30	\$ 40.19	\$ 1.00	\$ 41.19
<b>Group 2</b>														
Spackler, Drywall Finisher/Taper, Paper and Vinyl Hangar, Spray Painter, High Pressure Washer (over 10,000 psi), Abrasive Blaster, Fireproofers \$3.00 above JP	\$ 28.70	\$ 2.87	\$ 0.86	\$ 32.43	\$ 2.80	\$ 6.20	\$ 0.70	\$ 0.55	\$ 0.30	\$ 0.30	\$ 0.30	\$ 43.58	\$ 1.00	\$ 44.58
Apprentices:														
First Year 60% of JP	\$ 15.42	\$ 1.54	\$ 0.46	\$ 17.42	\$ 2.80	\$ 6.20	\$ 0.70	\$ 0.55	\$ 0.30	\$ 0.30	\$ 0.30	\$ 28.57	\$ 1.00	\$ 29.57
Second Year 75% of JP	\$ 19.28	\$ 1.93	\$ 0.58	\$ 21.78	\$ 2.80	\$ 6.20	\$ 0.70	\$ 0.55	\$ 0.30	\$ 0.30	\$ 0.30	\$ 32.93	\$ 1.00	\$ 33.93
Third Year 90% of JP	\$ 23.13	\$ 2.31	\$ 0.69	\$ 26.14	\$ 2.80	\$ 6.20	\$ 0.70	\$ 0.55	\$ 0.30	\$ 0.30	\$ 0.30	\$ 37.29	\$ 1.00	\$ 38.29
Foremen (Group 1):												\$ -		
Chargehands and Working Foremen \$3.00 above JP	\$ 28.70	\$ 2.87	\$ 0.86	\$ 32.43	\$ 2.80	\$ 6.20	\$ 0.70	\$ 0.55	\$ 0.30	\$ 0.30	\$ 0.30	\$ 43.58	\$ 1.00	\$ 44.58
Non Working Foreman \$3.50 above JP	\$ 29.20	\$ 2.92	\$ 0.88	\$ 33.00	\$ 2.80	\$ 6.20	\$ 0.70	\$ 0.55	\$ 0.30	\$ 0.30	\$ 0.30	\$ 44.15	\$ 1.00	\$ 45.15
General Foremen above JP \$4.00	\$ 29.70	\$ 2.97	\$ 0.89	\$ 33.56	\$ 2.80	\$ 6.20	\$ 0.70	\$ 0.55	\$ 0.30	\$ 0.30	\$ 0.30	\$ 44.71	\$ 1.00	\$ 45.71
Foremen (Group 2):														
Chargehands and Working Foremen \$3.00 above G2	\$ 31.70	\$ 3.17	\$ 0.95	\$ 35.82	\$ 2.80	\$ 6.20	\$ 0.70	\$ 0.55	\$ 0.30	\$ 0.30	\$ 0.30	\$ 46.97	\$ 1.00	\$ 47.97
Non Working Foreman above G2 \$3.50	\$ 32.20	\$ 3.22	\$ 0.97	\$ 36.39	\$ 2.80	\$ 6.20	\$ 0.70	\$ 0.55	\$ 0.30	\$ 0.30	\$ 0.30	\$ 47.54	\$ 1.00	\$ 48.54
General Foremen above G2 \$4.00	\$ 32.70	\$ 3.27	\$ 0.98	\$ 36.95	\$ 2.80	\$ 6.20	\$ 0.70	\$ 0.55	\$ 0.30	\$ 0.30	\$ 0.30	\$ 48.10	\$ 1.00	\$ 49.10

HST is applicable on CLRA Industry Funds