

MAY 01, 2010

COLLECTIVE LABOUR AGREEMENT
BETWEEN
THE FOLLOWING COMPANIES DOING REFRACTORY
AND FIREPROOF WORK IN ATLANTIC CANADA
(UNDER THE JURISDICTION OF B.A.C.)

ATLANTIC UNDERGROUND SERVICES LTD.

BEOTHIC INTERIORS LTD.

C. & E. REFRACTORIES

CANADIAN RE-COR

CANADIAN STEBBINS

COASTAL REFRACTORIES SERVICES LTD.

CLAYBURN REFRACTORIES LTD

FARR ACIDPROOFING & REFRACTORIES LTD.

G.T.S. ENERGY INC.

GUILDFORD'S LIMITED

HAMON CUSTODIS COTTRELL CANADA INC.

KOCH ENGINEERING CO. LTD.

LILJA CORP.

MBB POWER SERVICES LTD.

M.B.I. COREXCEL INC.

M & M ENGINEERING LTD.

MONQUART ENTERPRISES LTD

NORMAN MOWBRAY LTD.

RHI CANADA INC.

SERVICES R.M.E. INC.

STONEHARD

TAC INC.

VESUVIUS CANADA REFRACTORIES INC.

AND ANY OTHER COMPANY THAT MAY SIGN DURING THE
TERMS OF THIS AGREEMENT

MAY 01, 2010

AND

ATLANTIC PROVINCES TROWEL TRADES CONFERENCE

(I.U.B.A.C.)

AS REPRESENTATIVE OF THE FOLLOWING LOCALS:

OF INTERNATIONAL

UNION OF BRICKLAYERS & ALLIED CRAFTWORKERS

LOCAL UNIONS

LOCAL 8 NEW BRUNSWICK

LOCAL 1 NOVA SCOTIA

LOCAL 1 NEWFOUNDLAND - LABRADOR

LOCAL 1 PRINCE EDWARD ISLAND

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Hereinafter the Atlantic Provinces Trowel Trades
Conference will be referred to in this agreement as the A.P.T.T.C.

Whereas the A.P.T.T.C. and the Employer are desirous of establishing a standard form of Collective Agreement for the purpose of bringing about uniformity of administration of all Collective Agreements governing the employees of the employers throughout the Provinces of New Brunswick, Nova Scotia, Prince Edward Island, Newfoundland - Labrador. And whereas the employer recognizes the A.P.T.T.C. as the exclusive bargaining agent in New Brunswick, Nova Scotia, Prince Edward Island, Newfoundland - Labrador and St. Pierre Island, (Republic of France) for all Journeyman and their Apprentices and Apprentice Improvers, Refractory Helpers, Mason Welders employed on Construction Projects. (See Article 19 - Jurisdiction of Trade)

ARTICLE 1 - FUNCTION OF THE A.P.T.T.C.

1:01 - The A.P.T.T.C. represents that it has complete and final authority to bargain with the employer on behalf of the employees whom it represents, and to administer this Agreement and settle any matters of dispute which may arise between the employer and the A.P.T.T.C. Furthermore, it is understood that this covenant is binding on each of the Local Unions names in Appendix A-1 and signatory thereto in Appendix A-1. The A.P.T.T.C. further ensures that based on written authorization it has authority to act on behalf of each of the Locals to ensure they conform to the provisions of the Agreement.

1:02 - The A.P.T.T.C. accepts the delegation of authority herein before set out, and undertakes to administer this Collective Agreement and to bargain collectively for the renewal thereof on behalf of all employees of the employer for whom the A.P.T.T.C. is authorized to bargain for on behalf of employees whom the employer contemplates employing during the term of the renewed Agreement.

ARTICLE 2 - RECOGNITION

2:01 - The employers agree to recognize the A.P.T.T.C. as the exclusive bargaining agent for Journeyman, Apprentices and Apprentice Improvers, Refractory Installer, Refractory Helpers and Welders, (See Article 19 - Jurisdiction of Trade) employed on Construction and Maintenance projects within the Provinces of New Brunswick, Nova Scotia, Prince Edward Island, Newfoundland - Labrador and St. Pierre Island, (Republic of France) for whom the A.P.T.T.C. is authorized to bargain, or whom it contemplates employing in such capacities within the above Jurisdiction.

ARTICLE 3 - UNION SECURITY

3:01 - The employers agree it shall be a condition of employment for all employees as defined above to be a member of, and to maintain membership in good standing in the International Union of Bricklayers and Allied Craftworkers during the term of this agreement.

3:02 - The employer will co-operate with the A.P.T.T.C. in providing employment for their members, and the A.P.T.T.C. agrees to assist the employers by all means in their power to secure and supply skilled and competent craftworkers.

SAMPLE REFERRAL SLIP

Local No. _____

Contractor _____

Job Site & Address _____

Brother's Name & I.U. Number _____

Business Agent or I.U. Representative

Check-Off of Dues Authorization

Date: _____

To _____ (Name of Employer)

I HEREBY AUTHORIZE you to deduct from my wages and pay to the International Union of Bricklayers and Allied Craftworkers Local No. ____ Fees in the following amounts:

Initiation Fee

- (1) Monthly Dues
- (2) Dues in Arrears
- (3) Assessments and Fines
- (4) Working dues -5% of Gross Wages

Working Dues - Newfoundland-Labrador - 6% of Gross Wages

Signature _____ Date _____

Witness _____

Deductions made to _____

3:03 - If any employee is engaged by the employers, he shall be informed by the employers that it is a condition of employment that, unless otherwise provided for in the Local Collective Agreement, he shall make application forthwith and shall become a member of the Local Union, where the work is taking place, one day from the date of this engagement.

3:04 - Every Employee before he commences work with an Employer must telephone the Financial Secretary or Business Agent of the Local where the work is going to take place stating who he is going to work for, and/or what job site.

The Trustee's of the Health and Welfare and Pension are not responsible for coverage of the Employee unless the Employee complies with Clause 3:04. All Employees forfeit their right to benefit under the terms of this Clause if 3:04 is not complied with.

- B. The Local Union will send within three (3) days a referral slip to the Contractor.
- C. The Contractor on his part will hold Six Dollars (\$6.00) per hours worked for every man hired until he receives the referral slip from the Local Union.
- D. If the referral slip is not received with seven (7) days, the Employer will send the total amount, showing Employee's name, hours worked and Social Insurance Number to the Atlantic Provinces Trowel Trades Conference, 1216 Sand Cove Rd, Unit 32, Saint John, N.B. E2M 5V8.
- E. The Conference is totally responsible for the administration and distribution of these funds when they are received and the Employer is free from claim by the employee.

Financial Secretaries and/or Business Agents

Local 8 N.B.	- Gerald Reinders	(506) 388-5493	Fax: (506) 383-9819
Local 8 N.B.	- Denny Vautour	(506) 635-1505	Fax: (506) 635-0785
Local 1 NL	- John Leonard	(709) 747-5679	Fax: (709) 747-5680
Local 1 NL	- Gary Russell	(709) 747-5679	Fax: (709) 747-5680
Local 1 N.S.	- Wyman Jordan	(902) 450-5614	Fax: (902) 450-5146
Local 1 PEI	- Clarence Gallant	(902) 566-3436	Fax: (902) 566-3436

ARTICLE 4 - HIRING PRACTICE - SENIORITY

4:01 - In accordance with the above arrangements for union security it is understood that when the Employer requires employees, he shall contact the Local Union in the locality where the hiring takes place, (See Appendix A-1) advising the Local Union the number of workers and the classifications and qualifications required. All employees must be cleared by the local union. Employees may not commence work until cleared. A list and map are to be supplied to the Contractors giving the name of the Counties.

4:02 - If the Local Union does not supply sufficient qualified and competent Craftworkers and or apprentices within two (2) days from call excluding weekends and legal holidays, then the Employer shall first attempt to secure Craftworkers needed from a local signatory to this agreement, failing this they may secure Craftworkers from any available source, subject to the provisions in Article 3.

4:03 - The above not applicable on small repair jobs that are 2 days or less as well as jobs that require only two (2) journeymen masons. This Conference agrees that any work over two (2) days that the Employer signatory to this agreement reserves the right to bring thirty per cent of workforce from any Local in Atlantic Canada. The A.P.T.T.C. and its local unions agree that they will provide the qualified trades people requested. If the local union cannot provide the skills requested, they will secure the workers needed from a local of the A.P.T.T.C. The maximum number of workers that may be cleared is 30%. The employer may name request workers and it is understood that requests come out of the 30%.

For Newfoundland and Labrador, the workforce, for the purposes of the 30% is defined as tradesmen only, i.e. helpers are not included in the count.

4:04 - The Company will supply a list of all employees working in the area and in the event of a lay-off, the Contractor shall retain their employees based upon the competence and qualifications necessary to complete the remaining work. The last employee to be laid off will be members of the local where the hiring takes place, subject to the herein Article 4:04.

ARTICLE 5 - MANAGEMENT FUNCTIONS

5:01 - The Conference agrees that the employer has the exclusive right to manage the business and to exercise such right without any restrictions save and except as are specifically set out in this Agreement.

5:02 - Without restricting the generality of the foregoing, it is the exclusive function of the employer:

- (A) To determine qualifications of employee, to transfer, hire, assign work, promote, demote, lay-off, discipline and discharge employee, for just cause, and to increase or decrease the working force from time to time in accordance with Article 4:04.
- (B) To determine materials to be used, design of projects facilities and equipment required, to prescribe tools, methods and performing work and the location of equipment, and scheduling of work.
- (C) To establish rules and regulations to be observed by employees governing their conduct as such and the posting and notifying the conference of such rules and regulations thereof.

5:03 - The Employer recognizes that the Conference has recourse through the grievances procedure if it feels that the employer has exercised any of the foregoing rights unjustly or contrary to the terms of the Agreement.

ARTICLE 6 - UNION BUSINESS AGENT

6:01 - The Business Agent and/or the Conference Representative of the Local Union may have access to all jobs on request to the employer. Such Business Agent and/or Conference Representative may discuss with the job steward any matters that are in dispute on that particular job. But this clause shall not be interpreted as a license to discuss union business but an opportunity to so discuss union business shall be given the employee on request and on his own time. It is the responsibility of the employer to see that arrangements are made with the owners that at no time are the above people denied entry to the job site in the plant. In no way is this to hold the contractor or owner financially responsible for the presence of the Business Agent and/or Conference Representative on the job site.

6:02 - Every job shall have a shop steward with two or more employees, appointed by the Local Business Agent and/or Conference Representative. Employer to be notified in writing of the Shop Steward's name. He or she is to be the second last person laid-off the job.

6:03 - After twenty-four members of I.U.B.A.C. are employed the Shop Steward shall be permitted walking around site 3 hours a day, to be paid by the Employer.

ARTICLE 7 - GRIEVANCE PROCEDURES AND ARBITRATIONS

7:01 - Any dispute, difference, controversy or grievance affecting or arising out of the interpretation or administration of this Agreement shall be adjusted as quickly as possible at the local level or by negotiations between the Steward and/or Business Representative of the Local Union concerned and the project superintendent of the local project.

7:02 - If the above procedure does not result in settlement of any matter in dispute within twenty four hours it shall be reduced to writing referred directly to the personnel manager of the employer (or his authorized delegate) and a special meeting between the employer and the A.P.T.T.C. shall be held within ten working days to deal with the matter in dispute. An extension of the time may be provided by mutual agreement.

7:03 - If this procedure does not result in settlement of the matter in dispute either party may submit the matter in dispute to an Arbitrator selected by the Minister of Labour for the Province in which the dispute exists.

7:04 - The Arbitrator shall hear and determine the matter in dispute between the parties, and shall issue a decision in writing which shall be final and binding upon all parties of this Agreement and upon any employees affected thereby.

7:05 - The Arbitrator shall not be authorized to make any alterations or amendments to this Agreement either by way of additions, deletions or modifications, but shall deal only with the matters submitted for determination, being governed by the provisions of this agreement or of any Agreements or practices to the extent that they are applicable. All employers are to be notified in writing of any decision rendered by the arbitrator. Decisions made are valid for all employers and locals, and cannot be challenged again by either party.

7:06 - The fees and expenses of the Arbitrator shall be borne in equal proportions by the conference and by the employer.

7:07 - Subject to Provincial Labour Acts.

ARTICLE 8 - MANAGEMENT AND/OR A.P.T.T.C. GRIEVANCES

8:01 - It is understood that the employer or the A.P.T.T.C. may lodge a grievance as provided under Article 7, subsection 7:02.

ARTICLE 9 - SAFETY

9:01 - A/ In co-operation with the employer's overall program of accident control, it is expected that all employees will report to the foreman, for immediate corrective action, any unsafe acts, or violations of Standard Safety Regulations, or any applicable Construction Safety Act and employees must report any work related accident or injury before leaving the job and both employee and an employer to sign appropriate paper work.

B/ Every employee shall as a condition of employment be required to wear a safety helmet, of any approved type. Employer to supply all safety supplies with the exception of CSA approved work boots that are in good condition, i.e., protective toe caps not exposed and usable tread on the sole and CSA approved prescription eye wear. Clean coveralls shall be supplied by the employer for employees when required. Employer agrees to reimburse any employee whose boots are damaged beyond the point of safe use due to conditions on the job site.

C/ Every employee shall, as a condition of employment, own and wear suitable protective footwear and other personal equipment required in the normal course of duties. This does not include special protective clothing where an employee is required to work under abnormal conditions or during inclement weather. Under such conditions the special protective clothing required shall be supplied by the employer, this also includes safety goggles.

D/ The employer shall be responsible to train all employees on W.H.M.I.S. training. The Union agrees to supply employees who are qualified in W.H.M.I.S, confined vessel entry procedure and fall arrest.

ARTICLE 10 - GOVERNMENT LEGISLATION

10:01 - In the event that any of the provisions of this Agreement are found to be in conflict with any valid and applicable Federal or Provincial Laws now existing, or hereinafter enacted, it is agreed that such law shall supersede the conflicting provisions without in any way affecting the remainder of the Collective Agreement.

ARTICLE 11 - JURISDICTIONAL DISPUTES

11:01 - The A.P.T.T.C. agrees there shall be no work stoppage resulting from jurisdictional disputes. In the case of a jurisdictional dispute, the employer agrees to assign work in accordance with Contractors Responsibility Section of the Procedural Rules and Regulations of the National Joint Board for settlement of Jurisdictional Disputes within three working days.

11:02 - All jurisdictional disputes between any other building and construction trades union that involves work undertaken by the employer shall be settled and adjusted according to:

A/ for Prince Edward Island, Newfoundland - Labrador - The present plan established by the Building and Construction Trades Department, AFL-CIO (plan for National Joint Board for Settlement of Jurisdictional Disputes in the building and construction industry) or any other plan or method of procedure which may be adopted in the future by the Building and Construction Trades Department.

B/ for Nova Scotia - Decisions rendered upon hearing by the Nova Scotia Labour Relations Board.

C/ for New Brunswick - Decisions rendered upon hearing by the New Brunswick Labour Relations Board. All decisions rendered shall be final, binding and conclusive to Employer and Union Parties to this agreement.

11:03 - The A.P.T.T.C. covenants and agrees that there shall be no stoppage resulting from any claim by any union or any local thereof.

ARTICLE 12 - NO STRIKE NO LOCKOUT

12:01 - In view of the grievance, arbitration and jurisdictional disputes procedures provided in this Agreement, it is agreed by the A.P.T.T.C. there shall be no strike, picketing, slow-down or stoppage of work either complete or partial, and the Employer agrees there shall be no lockout during the terms of this Agreement.

12:02 - The employer agrees not to cross any legal picket line set up by another Union, in accordance with applicable Provincial Laws.

12:03 - Should Local Union negotiations result in a strike with respect to other Contractors in the area, it is agreed that there shall be no work stoppage and no picketing of the employer's project and no interference with the work of the employer's project during such a strike, providing the Employer receives written assurance from the General Contractor or owner that no other masonry work will be performed during the strike.

12:04 - In consideration for this undertaking of non-interference and assurance of continued operation of the project, the Employer agrees that notwithstanding the effective date of any wage increase agreed upon between the Local Contractors and the Locals Unions that will make any increased wage rate resulting from such negotiations retroactive to the A.P.T.T.C. no later than the date on which any local and legal strike commenced or beyond that date should the terms of settlement so provide.

12:05 - In order to facilitate the effective administration of this agreement, the Employer will, in advance, advise the A.P.T.T.C. of the starting date, pre-job conferences and location of each new project in writing.

ARTICLE 13 - WAGE AND WORKING CONDITIONS

13:01 - In Appendices A-1 the parties have set out these areas of the Provinces for which collective agreements have been established by the A.P.T.T.C. and/or Locals Unions.

13:02 – Wages

May 2nd, 2010 to April 30th, 2011						
DAYSHIFT						
Rate of Pay	Vacation Pay 12%	Health & Welfare & Pension	Refractory Adm.Fund	Industry Fund	NL Stabilization	Total Package
\$31.41	\$3.76	\$7.40	\$0.30	\$1.00		\$43.87
NL						
\$30.96	\$3.71	\$7.40	\$0.30	\$1.00	\$0.50	\$43.87

Health & Welfare & Pension are per hour paid.

May 2nd, 2010 to April 30th, 2011						
NIGHTSHIFT						
Rate	Vacation Pay 12%	Health & Welfare & Pension	Refractory Adm.Fund	Industry Fund	NL Stabilization	Total Package
\$35.49	\$4.25	\$7.40	\$0.30	\$1.00		\$48.44
NL						
\$35.04	\$4.20	\$7.40	\$0.30	\$1.00	\$0.50	\$48.44

May 1st, 2011 to April 28th, 2012						
DAYSHIFT						
Rate	Vacation Pay 12%	Health & Welfare & Pension	Refractory Adm.Fund	Industry Fund	NL Stabilization	Total Package
\$33.19	\$3.98	\$7.40	\$0.30	\$1.00		\$45.87
NL						
\$32.75	\$3.92	\$7.40	\$0.30	\$1.00	\$0.50	\$45.87

May 1 st , 2011 to April 28 th , 2012						
NIGHTSHIFT						
Rate	Vacation Pay 12%	Health & Welfare & Pension	Refractory Adm.Fund	Industry Fund	NL Stabilization	Total Package
\$37.50	\$4.50	\$7.40	\$.30	\$1.00		\$50.70
NL						
\$37.06	\$4.44	\$7.40	\$.30	\$1.00	\$.50	\$50.70

April 29 th , 2012 to April 27 th , 2013						
DAYSHIFT						
Rate	Vacation Pay 12%	Health & Welfare & Pension	Refractory Adm.Fund	Industry Fund	NL Stabilization	Total Package
\$34.98	\$4.19	\$7.40	\$.30	\$1.00		\$47.87
NL						
\$34.53	\$4.14	\$7.40	\$.30	\$1.00	\$.50	\$47.87

April 29 th , 2012 to April 27 th , 2013						
NIGHTSHIFT						
Rate	Vacation Pay 12%	Health & Welfare & Pension	Refractory Adm.Fund	Industry Fund	NL Stabilization	Total Package
\$39.52	\$4.74	\$7.40	\$.30	\$1.00		\$52.96
NL						
\$39.08	\$4.68	\$7.40	\$.30	\$1.00	\$.50	\$52.96

Newfoundland Refractory Helpers – as per Appendix B

Base rates May 2, 2010 -\$24.47 Night Shift-\$27.65

Base rates May 1, 2011 -\$26.25 Night Shift-\$29.66

Base rates Apr 29, 2012-\$28.04 Night Shift-\$31.68

13:03 - Vacation Pay shall be 12%

13:04 - Double time for all overtime or two hours pay for one hour of work.

13:05 -Health and Welfare shall be based on hours paid. The union has the right to increase this amount as they are necessary. Any increase will be deducted from the base rate and the total pay package will be adjusted accordingly. This change if requested by the Union must be received in writing by the Contractors party to this

agreement. All contributions for the Health and Welfare Fund are to be combined with the Pension Fund and sent to the BAC International Pension Fund - Canada, 1216 Sand Cove Rd, Unit 32 Saint John, N.B. E2M 5V8. This combined check is to be mailed no later than the tenth of the following month.

13:06 - PENSIONS - The employer agrees to pay pension on hours paid to a jointly trusted pension fund. All checks to be made payable to Bricklayers & Trowel Trades International Pension Fund and forwarded to 1216 Sand Cove Rd, Unit 32, Saint John, N.B., E2M 5V8 on or before the tenth of the following month. The Union has the right to increase this amount as they are necessary. Any increase will be deducted from the base rate and the total pay package will be adjusted accordingly. This check is combined with the Health & Welfare check.

13:07 - INDUSTRY FUNDS - The employer agrees to pay \$1.00 per hour worked, this to be remitted to Atlantic Provinces Masonry, Tile and Terrazzo Industry Funds. Checks to be mailed to 1216 Sand Cove Rd, Unit 32, Saint John, N.B. E2M 5V8 and post marked no later than the tenth of the following month. The Trustees agree that the Industry Fund will be distributed as follows:

Atlantic Provinces Trowel Trades Conference, Promotion Administration, B.A.C. Action Committee,
International Masonry Institute, A.P.T.T.C. Training Fund

13:08 - The Employer agrees to pay Health and Welfare, Pension, Industry Funds and Refractory Administration Funds on all employees, card carrying member of B.A.C., if their BAC card is deposited in one of four locals in Atlantic Canada or not. It is clearly understood and agreed by both parties that the employer can bring in Supervisory Personnel from outside of Atlantic Canada but must pay fringe benefits on same.

13:08(a) Newfoundland-Labrador only. Market Recovery Stabilization Fund: The employer shall remit \$.50 per hour paid for each employee covered under this agreement to the Union Market Recovery Stabilization Fund. Payment shall be made no later than (15) days after the termination of the calendar month, to the Administrator (BAC Local 1NL) of the fund accompanied by a statement of names, hours worked, amount for each employee during such calendar month.

13:09 - VOLUNTARY ASSESSMENT

It is agreed by all parties that all fringe benefits including Health and Welfare, Pension, Industry Fund and Refractory Administration Fund will be remitted to the funding office on or before the tenth of the following month. It is further agreed that any contributions post-marked later than the fifteenth of the following month will be subject to a Voluntary Assessment of 18%.

13:10 - When an Employer does not employ Members of Bricklayers and Allied Craftworkers he will file a nil report with the Health and Welfare Office at 1216 Sand Cove Rd, Unit 32, Saint John, N.B. E2M 5V8

Note: This is required under the Pension Trust Agreement.

ARTICLE 14 - HEIGHT PAY

Work on a smoke stack requiring a bricklayer to work on a scaffold at twenty-five feet or more shall be paid a premium of forty cents (.40) per hour above the basic refractory rate. This premium does not apply to Blast Furnace Work.

ARTICLE 15 - APPRENTICES AND APPRENTICE-IMPROVERS RATES OF PAY

0	-	1200 hours	58%	
1201	-	2400 hours	68%	
2401	-	3600 hours	80%	
3601	-	4800 hours	92%	
4801	-		100%	Journeyman's Rate

15:01 - Registered Apprentices and Apprentice Improvers shall be indentured by Agreement between employer and Local Advisory Committee. Apprentices are to be indentured under the provisions of the New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland - Labrador Apprenticeship Acts.

15:02 - It is the responsibility of the job steward to see that the requests and rulings of the Local Advisory Committee are carried out with respect to apprentices.

ARTICLE 16 - CONTRACTORS AND SUB-CONTRACTORS

16:01 - When the Employer chooses to sub-contract work the Employer agrees to engage only sub-contractors who employ members of the International Union of Bricklayers and Allied Craftworkers.

16:02 - It is agreed that where a contractor or a sub-contractor is not in contractual relations with a Local Union names herein, such contractor or sub-contractor will be required to abide by the terms and conditions of this agreement.

ARTICLE 17 - CHECK OFF DUES AND INITIATIONS

17:01 - The employer agrees to deduct from the pay of each employee who is a member of a Local Union, union dues, assessments of fines. Such dues shall be deducted from the first pay period of each month and shall be remitted to the A.P.T.T.C. no later than the 10th of each month. In case of an employee commencing to work after the first pay period, his dues shall be deducted from his first pay. In the event that initiation fees are collectable, such fees shall be collected by employers at the rate of \$25.00 per working day until paid.

The amount is to be set by the Local Union, and indicated on the referral slip. No Employer shall be required to deduct monies from pay unless they have a referral slip.

ARTICLE 18 - DURATION

18:01 - This Agreement will take effect May 1st, 2010 and remain in effect to April 27th, 2013.

18:02 - Negotiations for renewal of this agreement may be requested by either the employers or the A.P.T.T.C. within a period of ninety days (90) prior to the expiry date of this agreement, and if no such request is made, the Agreement will automatically continue in effect from year to year after the termination date thereof, no claim can be made by the Union for retroactive pay.

ARTICLE 19 - JURISDICTION OF TRADE

19:01 - The Employer agrees to assign to employees represented by the A.P.T.T.C. all work which has been historically or traditionally assigned to member of the International Union of Bricklayers and Allied Craftworkers, including but not limited to: dipping, setting, buttering, bedding, hanging, pointing, grouting, caulking, cutting, toothing, fitting, plumbing, aligning, laying, flagging, leveling, installations of gaskets and expansion joint material, grinding, vibrating, tamping, pounding, insulating, and the pneumatic placement of all refractory materials, forming and anchoring for all refractory materials by all means including bolting and welding, ceramic welding, removal and cleaning of masonry materials to be reinstalled, final sandblasting or surfaces to receive additional refractory materials installation of chemical coatings fire-proofing, and membrane materials by any method required, surface spraying of all refractory materials and cleaning of coke oven walls, chambers and flues. Temporary bracing in coke oven repairs shall be done by employees represented by BAC in co-ordination with other trades.

The Employer further agrees that in the construction, maintenance, repair and renovations of tile tanks, chests, linings, corrosive proof surfaces and attendant facilities, the placing of grout, epoxies and or concrete into the cavities/voids is the work of the Bricklayer. He will handle pouring of grout, epoxies and or concrete from a bucket or other containers, and if a machine is used to pump this material in, he will handle the nozzle.

If another method is used, the Bricklayer will be the person who is responsible for the final placement of the grout, epoxies and or concrete into the cavity/void of the wall, since he is responsible for structural integrity. The preparation of all surfaces to receive coating, waterproofing, membranes, tile, brick or other related materials, and the installation of such material shall be the work of the Bricklayer. All methods as described in both paragraphs shall apply to both paragraphs.

B - In addition, all other assignments mutually agreed upon between the Employer and the Union on any other products or systems related in the scope and type of work covered by this agreement which may be used in refractory installations or developed in the future that are determined by these parties to fall within the work jurisdiction of this agreement.

C – When a tool crib is utilized, a senior member of the Bricklayers union as chosen by the union, shall man the tool crib.

ARTICLE 20 - DISPUTES

20:01 - No employee shall be required to cross any legal picket line or continue to work at any set site when picket

line is established in association with any legal strike. No officer shall be liable for any such action. Members of the A.P.T.T.C. shall not be requested to work with non-union Tradesmen.

ARTICLE 21 - CRAFTWORKERS

21:01 - It is agreed that companies shall submit a list of all names of Craftworkers on request by the Business Agent and/or International Representative. Such names shall be included on payment of check-off of dues and initiations.

ARTICLE 22 - FOREMAN

22:01 - Foreman shall receive Twelve percent (12%) per hour higher than the Journeyman's rate of pay. General Foreman shall receive Sixteen percent (16%) per hour higher than the journeyman's rate of pay and the Superintendent shall receive Eighteen percent (18%) per hour higher than the journeyman's rate of pay. General Foreman and Superintendent shall be members of the International Union of Bricklayers & Allied Craftworkers.

22:02 - All jobs must have a Foreman where two or more Journeyman Masons are employed in one class of the trade, and after six Journeyman Masons are employed in one class of the trade, the Union Foreman shall not use the tools. All Foreman, General Foreman and Superintendent must be members of the International Union of Bricklayers and Allied Craftworkers. Should a shift require a second Foreman, he shall be a member of the local where the work is being performed.

ARTICLE 23 - HOURS OF WORK

23:01 - The working hours shall be eight hours per day commencing at 8:00 a.m. to 12:00 noon and 12:30 to 4:30 p.m. The work week shall be eight hours per day Monday to Friday. All work done in excess of those hours, except for the provisions listed below shall be considered as overtime and shall be paid for at the rates as per Article 13:04. No employee will be permitted to work more than one shift in twenty-four Hours (24) unless overtime rates are paid.

23:01 A/ Where special circumstances make it necessary to work other than regular hours (exclusive of overtime and holidays) and in the case of two or more shifts, the base rate shall be \$35.49 from May 2nd, 2010 to April 30th, 2011 and \$37.50 from May 1st, 2011 to April 28th, 2012 and \$39.52 from April 29th, 2012 to April 27th, 2013. In NL the rates would be \$35.04, \$37.06, and \$39.08 in the last year.

23:01 B/ For the purpose of defining the shifts the 1st shift shall be the day shift which commences at 8:00 a.m. This starting time may be varied by mutual agreement to suit job requirements. The second shift shall be the afternoon shift and shall follow the first shift. The third shift shall be the night shift and shall follow the second shift. The second and third shifts shall commence not later than one hour after the completion of the preceding shift, except where this is prevented by conditions or requirements beyond the control of the employer.

23:01 C/ The hours listed above mean that the employees are to be on the site of the work to go to work at the starting time and are to remain at work until the quitting time. Any delays in starting work except those requested by the employer, shall be the responsibility of the employee, e.g. stoppage of work before quitting time or interruptions of work for coffee breaks, lunches etc., and except for use of toilet on job, shall result in a reduction of pay for the full amount of time involved, not withstanding ten minutes before lunch and ten minutes before quitting time on each shift for necessary cleaning up and shower.

23:02 Employee's will receive a paid ten-minute break as close to every two-hour increments as possible. The time period may be adjusted depending on job site conditions. In the case of a compressed work week the afternoon break shall be in the middle of the afternoon.

23.03 It is understood that twelve-hour shifts, during regular hours, will be paid at the rate of sixteen hours pay. Does not apply to work outside regular hour's i.e., overtime as contemplated by this agreement.

23:04 Compressed Work Week:

- (a) The workdays may be altered (between Monday to Friday inclusive) on any project by mutual agreement in writing, e-mail or fax, between the Business Manager and the Employer.
- b) The hours of work may be altered (between Monday to Friday inclusive) on any project by mutual agreement in writing, e-mail or fax, between the Business Manager and the Employer.
- (c) When working under the four-day week, should a holiday occur during the normal workweek the maximum of thirty (30) hours per week shall form the basis of maximum straight time rate.

Work performed on Saturday, Sunday or recognized holidays shall be paid at double (2) the regular hourly rate.

A minimum of forty (40) hours is required to implement the compressed work week schedule. Where a multi trade project is scheduled under the four (4) ten (10) hour shift scenario (Monday-Thursday) and a contractor secures short term work that may not provide for forty (40) hours of work, all hours worked shall be paid for in keeping with the provisions applicable to the four (4) ten (10) hour shift.

(d) Four (4) tens or five (5) eights shall constitute a normal workweek and those employees eligible for board allowance will receive a full week's board.

ARTICLE 24 - HOLIDAYS

24:01 - Legal Holidays shall be as follows: New Year's Day, Good Friday, Queen Victoria's Birthday, Canada Day, Thanksgiving Day, Labor Day, Remembrance Day, Christmas Day or any other Provincial or Civic Holiday. Should it be necessary to work on a legal holiday, then overtime rates, which shall be double the regular rate shall apply.

24:01 A/ Should any recognized holidays fall on Saturday or Sunday, the holiday will be observed on the following Monday, except in the case of Christmas and Boxing Days the holiday will be observed on the following Monday and Tuesday.

ARTICLE 25 - WEEKLY PAY

Payment of wages by check or cash at the option of the Employer shall be made by the end of the shift on Thursday each week or at other intervals satisfactory to both parties. Should the employee not receive his pay cheque by the end of the shift on Thursday, he shall be entitled to Two (2) hours pay for each day the cheque is late. A stub which can be detached by the employee, shall be attached to check showing details of hours worked and deductions made. If payment by cash, this information to be noted on pay envelope.

Employer reserves the right to set up Direct Deposit payroll in which case the cheque stub will be given to the employee on Friday or mailed upon layoff as in the previous paragraph.

Employees leaving employer's service will be paid on the regular pay day for the period during which the employee leaves. Discharged employees shall be paid in full forthwith. Employees leaving shall be paid by check post marked within 48 hours.

Record of Employment (ROE) shall be sent out no later than 7 days by mail or electronically filed.

ARTICLE 26 - SHELTER

Within a reasonable length of time after the commencement of each new job, adequate toilet facilities and access to fresh drinking water shall be provided by the employer, also suitable quarters shall be provided for men to change their clothes and to eat their lunch. In winter, these quarters shall be heated. The employer agrees to provide a suitable place, with lock for the Storage and Safekeeping of Employees tools on all jobs. The employer shall be responsible for the loss of tools while in his safekeeping.

ARTICLE 27 - ROOM AND BOARD

Room and Board shall be \$120.00 per day, maximum of \$840.00 per week. On May 1st 2011 the rate shall be \$125.00 per day, maximum of \$875.00 per week, on April 29th 2012 the rate shall be \$132.00 per day, maximum of \$924.00 per week. Special compensation of \$142.00 per day for a refractory worker traveling alone to a maximum of \$994.00 per week. On May 1st, 2011 the rate shall be \$147.00 per day, \$1029.00 per week, on April 29th 2012 the rate shall be \$154.00 per day, \$1078.00 per week. NL Helpers to receive the same Room and Board as other workers.

A/ The per week Room and Board shall apply whether or not there is scheduled work on the weekend, provided that there is scheduled work the following week and the employee reports to work on the next scheduled day.

B/ On the last day worked, should the combination of working hours and travel hours, when required to travel by highway, exceed twelve 12 hours, then one extra day of Room & Board allowance shall be paid. Travel is not to exceed ninety- (90) km. in one hour.

ARTICLE 28 - TRANSPORTATION

A/ Employees required to travel to jobs via his own transportation shall be paid one hour travel time at regular rate of pay for every 90 kilometers plus Fifty-Four cents (.54) per kilometer, May 1st , 2011 (.56) per kilometer, April 29th , 2012 (.58) per kilometer. The kilometers shall be computed from the Job site to the member's home and return. If traveling by other means, he shall be entitled to the full cost of transportation from the Motel or Hotel to job site. On jobs of over Forty Two (42) calendar days duration, employees shall be entitled to return fares only, every Forty Two (42) days.

B/ In the event of campsites provided by owners or General contractors, employer will pay all costs of staying in camp.

C/ Maximum travel-time of eight hours in any twenty-four hour period.

D/ The following schedule will apply for travel distances:

	May 2/10	May 1/11	Apr 29/12
0-39 km's	Free Zone	Free Zone	Free Zone
40-65 km's	\$56.70	\$58.80	\$60.90
66-90 km's	\$81.00	\$84.00	\$87.00
91- Over	Actual Kilometers plus travel time and room and board allowance, per A.		

E/ If an employee is required to work more than ten hours per day he shall be paid \$20.00 for meal allowance.

ARTICLE 29 - TOOLS AND EQUIPMENT

A/ Tools and equipment supplied by the employer that are issued to the individual employee shall be the employee's financial responsibility if he has signed a receipt for same.

B/ Tools, Material and Equipment owned by the company may be stored or moved away by the employer during any strike or work stoppage and the necessary arrangements in the opinion of the employer made for the protection thereof.

C/ Mechanics at the beginning of their engagement shall have their tools in working condition but subsequent to this all tools may be conditioned on working time. Mechanics shall receive (4) four hour's notice of lay-off.

D/ All tools with the exception of:

Brick Trowel	Brick Hammer	Tape Measure
Brick Set	Level	Raw Hide Hammer
Chalk Line	Claw Hammer	Curry Combs
Hand Saw	Plastic Hammer	Pointing Trowel
Pliers	Adjustable Wrench	
Plastic Trimmer	Pinch Bar	

shall be supplied by the Employer. Any other tools or equipment that the employee may be required to use he shall be compensated at the prevailing Tool Rental Rates. The Employer shall supply toolbox for tools and equipment with a lock and key.

E/ Employees to supply a list of his/her tools and allow employer to confirm such employee has brought tools, before commencing work.

ARTICLE 30 - REPORT ON THE JOB

If and when an Employee covered by the terms of this agreement reports to his regular job and is not permitted to work for other causes than inclemency of weather, by Act of God, etc. or the results thereof-by the Employer he shall be entitled to four hours pay plus traveling expenses and if applicable Room and Board for so reporting, providing they stay on the job.

MEMORANDUM OF UNDERSTANDING

APRIL 11, 1995

The parties to this Collective Agreement do hereby agree that if negotiations begin on a new maintenance agreement covering refractory work, then, upon request from either party a meeting will be convened within 14 days to discuss overtime so that the parties are not disadvantaged by the overtime provisions of the above mentioned maintenance agreement.

APPENDIX (A)

NEW BRUNSWICK

Mr. Gerald Reinders, President
Local 8 New Brunswick
1216 Sand Cove Rd, Unit 32
Saint John, N.B. E2M 5V8
Telephone: (506) 388-5493 Fax: (506) 383-9819
iubac@nb.aibn.com

NOVA SCOTIA-MAIN LAND

Mr. Wyman Jordan, Business Manager
Local 1 Nova Scotia
14 McQuade Lake Crescent, Suite 203
Halifax, N.S. B3S 1B6
Telephone: (902) 450-5614 Fax: (902) 450-5146
baclocal1@ns.aliantzinc.ca

NEWFOUNDLAND - LABRADOR

Mr. John Leonard, Business Manager
Local 1 Newfoundland-Labrador
472 C Logy Bay Road
St John's, NL A1A 5C6
Telephone: (709)-747-5679 Fax: (709) 747-5680
jleonard@baclocal1nl.com iubac1@nf.sympatico.ca

PRINCE EDWARD ISLAND

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Local 1 Prince Edward Island
12 Heritage Drive
Cornwall, P.E.I. COA 1H0
Telephone: (902)-566-3436 Fax: (902) 566-3436
cj_gallant@hotmail.com

NEW BRUNSWICK

Mr. Denny Vautour, Business Representative
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Saint John, N.B. E2M 5V8
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apttc@nb.aibn.com

NOVA SCOTIA-CAPE-BRETON

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Halifax, N.S. B3S 1B6
Telephone: (902) 450-5614 Fax: (902) 450-5146
baclocal1@ns.aliantzinc.ca

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Telephone: (709)-747-5679 Fax: (709) 747-5680
iubac1@nf.sympatico.ca

PRINCE EDWARD ISLAND

Mr. Gerald Melanson, Business Representative
Local 1 Prince Edward Island
Charlottetown, P.E.I.
Telephone: 902-368-7279 Cell: (902) 629-5559

May 01, 2010

APPENDIX (A) Continued

ATLANTIC PROVINCES TROWEL TRADES CONFERENCE

Mr. Denny Vautour
Secretary/Treasurer
1216 Sand Cove Rd, Unit 32
Saint John, N.B.E2M 5V8
Telephone: 506-633-1711
Fax: 506-635-0785
apttc@nb.aibn.com

LOCALS

Jurisdiction

Local 8 New Brunswick

New Brunswick

Local 1 Nova Scotia

Mainland Nova Scotia
Cape-Breton Nova Scotia

Local 1 Prince Edward Island

Prince Edward Island

Local 1 Newfoundland-Labrador

Newfoundland -Labrador

MAY 01, 2010

APPENDIX (B)

REFRACTORY HELPER BAC LOCAL #1, NEWFOUNDLAND AND LABRADOR

Newfoundland - BAC Local #1, Newfoundland – Labrador will provide all local helpers first, and extra people will be provided based on location of job site. If the Union cannot supply local helpers in Labrador, the company shall have the right to hire such, provided that they sign the referral slip in this agreement prior to starting work.

Local Helpers in Labrador shall be required to join the union upon completion of 7 days of employment. All benefits and dues for local helpers shall be payable from day one of employment.

The work of the Refractory Helper shall consist of, but not be limited to the following procedures.

1/ The tending of Journeyman, Improvers and Apprentices i.e. supplying material trade clean up, scaffolding, operation of the forklift, and other related working activity that comes within the Refractory Industry.

2/ The I.U.B.A.C. Refractory Helper shall be permitted to assist the Journeyman, Improver and Apprentice in the scope of their work.

The Refractory Helper shall not replace the Mechanic and will not be permitted to perform the duties of the Mechanic or Apprentice.

Appendix (C)
ATLANTIC REGION

2010

HOLIDAY	DAY FALLS ON	DAY OBSERVED
Victoria Day	Monday, May 24	Monday, May 24
Canada Day	Thursday, July 1	Thursday, July 1
Civic Holiday	Monday, Aug 2	Monday, Aug 2
Labour Day	Monday, Sept 6	Monday, Sept 6
Thanksgiving Day	Monday, October 11	Monday, October 11
Armistice Day	Thursday, Nov 11	Thursday, Nov 11
Christmas Day	Saturday, Dec 25	Monday, Dec 27
Boxing Day	Sunday, Dec. 26	Tuesday, Dec 28

2011

New Years Day	Saturday, Jan 1	Monday, Jan 3
Good Friday	Friday, Apr 22	Friday Apr 22
Victoria Day	Monday, May 23	Monday, May 23
Canada Day	Friday, July 1	Friday, July 1
Civic Holiday	Monday, Aug 1	Monday, Aug 1
Labour Day	Monday, Sept 5	Monday, Sept 5
Thanksgiving Day	Monday, Oct 10	Monday, Oct 10
Armistice Day	Friday, Nov 11	Friday, Nov 11
Christmas Day	Sunday, Dec 25	Monday, Dec 26
Boxing Day	Monday, Dec 26	Tuesday, Dec 27

2012

New Years Day	Sunday, Jan 1	Monday, Jan 2
Good Friday	Friday, Apr 6	Friday, Apr 6
Victoria Day	Monday, May 21	Monday, May 21
Canada Day	Sunday, July 1	Monday, July 2
Civic Holiday	Monday, Aug 6	Monday, Aug 6
Labour Day	Monday, Sept 3	Monday, Sept 3
Thanksgiving Day	Monday, Oct 8	Monday, Oct 8
Armistice Day	Sunday, Nov 11	Monday, Nov 12
Christmas Day	Tuesday, Dec 25	Tuesday, Dec 25
Boxing Day	Wednesday, Dec. 26	Wednesday, Dec 26
New Years Day	Tuesday, Jan 1, 2013	Tuesday, Jan 1, 2013
Good Friday	Friday, Mar 29, 2013	Friday, Mar 29, 2013

APPENDIX (D)

All Refractory work on Cape Breton would fall under the APTTC Refractory agreement which would include the 30% mobility clause. On jobs that would be classified as Industrial Work under the Cape Breton Industrial Agreement then the Cape Breton Industrial monetary package would apply provided that the wage scale would be adjusted to pay the \$.30 per hour Refractory Administration Fund and the \$1.00 per hour Industry Funds. The language in this agreement shall supersede the language in the Cape Breton Industrial agreement. The dues deductions would be as per the Refractory Agreement.

All projects that come under the Cape Breton Industrial Agreement shall fall under the following rates:

Cape Breton Island Industrial Rates

Hour Rate	V&H	Health & Welfare Pension	July 1 st , 2009 to June 30 th , 2010				Refractory Administration	Total
			BAC 1 GRSP	Promo Fund	Bereavement Fund	IIF&Stab		
\$33.45	\$3.01	\$3.40	\$5.00	\$1.00	\$0.10	\$0.72	\$0.30	\$46.98
Night Shift								
\$38.46	\$3.46	\$3.40	\$5.00	\$1.00	\$0.10	\$0.72	\$0.30	\$52.44
July 1 st , 2010 to June 30 th , 2011								
\$33.68	\$3.03	\$4.40	\$5.00	\$1.00	\$0.10	\$0.72	\$0.30	\$48.23
Night Shift								
\$38.73	\$3.48	\$4.40	\$5.00	\$1.00	\$0.10	\$0.72	\$0.30	\$53.73

The rates from July 1st 2011 to May 31st 2013 are subject to negotiations between the Cape Breton Building Trades Council and the Nova Scotia Construction Labour Relations Association Limited.

MAY 01, 2010

ON BEHALF OF THE REFRACTORIES CONTRACTORS OF
CANADA

ATLANTIC UNDERGROUND SERVICES LTD.

BEOTHIC INTERIORS LTD.

C & E REFRACTORIES

CANADIAN RECOR LTD

CANADIAN STEBBINS

CLAYBURN REFRACTORIES

COASTAL REFRACTORIES SERVICES

CONSTRUCTION LILJA CORP.

FARR ACIDPROOFING & REFRACTORIES LTD

G.T.S. ENERGY INC.

GUILDFORDS LIMITED

HAMON CUSTODIS COTTRELL CANADA INC.

KOCH ENGINEERING CO. LTD.

MBB POWER SERVICES LTD.

M.B.I. COREXCEL INC.

M & M ENGINEERING LTD.

MONQUART ENTERPRISES LTD

NORMAN MOWBRAY LTD.

RHI CANADA INC.

SERVICES R.M.E. INC.

STONEHARD

TAC INC

VESUVIUS CANADA REFRACTORIES INC.

ON BEHALF OF THE A.P.T.T.C.

DENNY VAUTOUR A.P.T.T.C.

GERALD REINDERS 8NB

WYMAN JORDAN 1NS

CLARENCE GALLANT 1PE

JOHN LEONARD 1NL

Signed this the ____ day of _____ 2010