

ARTICLES OF AGREEMENT

BETWEEN

DACRO INDUSTRIES INC.

(Hereinafter referred to as the Employer)

And The

**INTERNATIONAL BROTHERHOOD OF
BOILERMAKERS, IRON SHIP BUILDERS,
BLACKSMITH, FORGERS AND HELPERS
LOCAL LODGE 146**

(Hereinafter referred to as the Union)

Effective: April 1, 2017 - March 31, 2020

This agreement, governing wages and working conditions in the Employer's Fabrication Shop shall govern the relations between the Union and the Employer.

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ARTICLE 1 RECOGNITION, SCOPE AND PURPOSE OF AGREEMENT

- Section 1 The employer recognizes the union as a sole bargaining agent for all of his production and maintenance employees in the performance of all fabrication and repair work in the employer's shop. Provided, however, that the employer is free to conduct research or development of new products or to install and test new equipment. Provided, however, that bargaining unit employees are trained and operate this new equipment.
- Section 2 The union agrees to cooperate with and assist in every legitimate way the employer to conduct a successful business, bearing in mind that both parties must give service to the public.
- Section 3 This agreement shall cover all hourly paid employees as listed under Article 9 - "WAGES".
- Section 4 All references to days or hours as time periods are to be considered as working days or working hours unless a contrary intention is expressed.

ARTICLE 2 MANAGEMENT

- Section 1 It is the employer's right to operate and manage its business in all respects in accordance with its responsibilities and commitments. The location of jobs, the choice of equipment, the schedules or manufacture, the methods and means of manufacture, are solely and exclusively the responsibility of the employer.
- Section 2 The employer has the right to make and alter from time to time rules and regulations to be observed by the Employees, provided that they are not inconsistent with this agreement.
- Section 3 It is an exclusive function of the employer to hire, promote, demote, transfer, suspend, discipline or discharge for cause, employees in the bargaining unit subject to provisions of this agreement.
- Section 4 A bulletin board for the benefit of the shop employees shall be provided in the lunch room. A listing of shop floor supervisory personnel shall be periodically posted on this bulletin board.
- Section 5 Nothing in this Article shall be interpreted to prejudice other unspecified traditional rights of Management.

ARTICLE 3 RESPONSIBILITIES OF EMPLOYEES

- Section 1 The employee must accept reasonable responsibility for the tools furnished by the employer and must report the loss of any of these tools immediately to his supervisor.
- Section 2 An employee found deliberately misusing company equipment or property, may be subject to discipline which may include dismissal. Responsibility for normal wear and tear of tools supplied by the Employer is accepted by the employer on return of broken or worn tools. Adequate protection is to be provided by the employer for all tools and equipment.
- Section 3 Employees shall adhere to all duties, conditions, responsibilities, and terms of employment posted or published from time to time as may be the case by the employer, providing they are not inconsistent with this collective agreement.

ARTICLE 4 UNION SECURITY

- Section 1 The employer agrees to employ only members in good standing with the Union, who will at all times assist the employer to secure competent shop boilermakers and helpers. To this end, the Employer retains the right to employ members in good standing with the Employer and to recall previous Employees with unique skills as required by the Employer. The Union shall contact the employer with the names of those employees who have been dispatched within twenty-four (24) hours of the manpower being requested. Should the Union find it impossible to secure the necessary boilermakers and helpers, within forty-eight (48) hours, the employer may hire such boilermakers and helpers as are available, with the understanding that the new employee will become a member of the Union within ninety (90) days. The employer will assist in assuring that the new employee will become a member of the Union. The employer shall deduct, in accordance with the Labour Relations Code, the amount of dues or levies as may be authorized by the employee. Such dues shall be deducted from the first pay period of each month and forwarded to the Secretary-Treasurer of Local 146 before the fifteenth (15th) day of the month.
- Section 2 All new employees must report to the union office and sign Application for Membership and Checkoff Dues before going to work.

Section 3 When any shop employees are required to work on any boilermaker, field, or maintenance work, they shall be paid their wages and conditions according to the Boilermakers' Construction or Maintenance Agreement in effect at that time. (Addendum 3)

ARTICLE 5 HOURS OF WORK

Section 1 Eight (8) hours per day shall constitute a regular day's work. Forty (40) hours per week, Monday through Friday inclusive, shall constitute a regular week's work. The foregoing shall not be interpreted as a guarantee to provide work to any employee for regularly assigned hours or any other hours.

- OR-

The majority of the bargaining unit employees of this bargaining unit or the bargaining agent and the employer may establish a compressed work week in which case ten (10) hours per day shall constitute a regular day's work. Forty (40) hours per week shall constitute a regular week's work, Monday to Thursday inclusive or Tuesday to Friday inclusive.

Section 2 The normal hours of work shall be between 7:30 a.m. and 4:00 p.m.

Section 3 The majority of the bargaining unit employees of this bargaining unit or the bargaining agent, and the employer may change the foregoing starting time by one (1) hour either way. The union and the shop steward shall be notified in writing of a change in the starting time at least twenty-four (24) hours before implementing the change. Article 7, Section 1, shall be interpreted to reflect the new starting time.

Section 4 Employees shall be entitled to two (2), ten (10) minute coffee breaks in an eight (8) hour shift.

- OR -

Employees shall be entitled to two (2) fifteen (15) minute coffee breaks in a ten (10) hour scheduled shift.

ARTICLE 6 SHIFT WORK

Section 1 Where two (2) or three (3) shifts are working, the first or day shift shall be paid at the applicable rate, as set out in Article 9. The afternoon shift shall immediately follow the day shift unless otherwise agreed.

The afternoon shift shall be paid for eight (8) hours work for a total shift time of 8.5 hours.

The evening or night shift shall work 7.5 hours for eight (8) hours pay. The evening shift may overlap with the afternoon shift up to one-half (1/2) hour.

Section 2 Employees will be given a minimum of two (2) working days' notice, exclusive of Saturday and Sunday, prior to any change in his shift except in cases of emergency or work force realignments necessary because of employee absenteeism. The employer reserves the right of placement of personnel on various shifts. Shifts shall rotate with two (2) weeks on each shift unless the employee was hired for a specific shift.

Section 3 Employees will be paid a minimum of four (4) hours at the applicable rate if they show up and are unable to work due to circumstances beyond their control.

Section 4 The shift premium shall be paid on all hours worked. The shift premium shall not be compounded on overtime hours worked.

ARTICLE 7 OVERTIME AND GENERAL HOLIDAYS

Section 1 All hours worked before and after any shift in excess of those provided shall be termed overtime. When such unscheduled overtime is expected to exceed one hour employees shall be entitled to a ten (10) minute rest period.

Section 2 All hours beyond forty (40) hours per week are overtime. All overtime shall be paid at one-and-one half (1 ½) times the employee's regular rate of pay.

- OR -

In the case of a compressed work week all hours beyond forty (40) hours per week are overtime. All overtime shall be paid at one-and-one half (1 ½) times the employee's regular rate of pay.

Notwithstanding the preceding paragraphs in Article 7, Section 2; all work on Sundays shall be paid at double time.

Section 3 It is the employer's right to schedule overtime. Such request to work overtime shall not be unreasonably refused.

Section 4 When an employee is required to work unscheduled overtime of more than two (2) hours beyond quitting time of his regular shift, a hot meal shall be provided immediately after the conclusion of the two (2) hour time period and every four (4) hours thereafter, with twenty (20) minutes at overtime to consume the meal. In lieu of the hot meal, a \$20.00 allowance may be paid at the option of the majority of employees working the overtime. Unscheduled overtime shall be defined for the purposes of this section as being overtime for which the employee receives no notice thereof until the last regularly scheduled shift which the overtime follows. The employer shall request the employees to work overtime in order of seniority sequence in a classification to ensure a fair distribution of overtime.

When the employee is working scheduled overtime of more than two (2) hours, he shall be given twenty (20) minutes at overtime to consume the meal at the end of the first two (2) hours of overtime.

Section 5 The period of time recognized as a holiday is the twenty-four (24) hour period beginning at the start of the regular day shift (7:30 a.m.) on the day which is recognized as the holiday.

Section 6 General holidays are: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other general holiday proclaimed by the Federal or Provincial Governments.

Section 7 General holiday pay is to be calculated and paid each pay period at 4.5% of gross earnings.

Section 8 No work shall be performed on Labour Day, except for the preservation of life and property.

Section 9 The day before Christmas Day and the day before New Year's Day, shall be a day off without pay and may be worked by mutual consent.

Section 10 When a holiday falls on a Saturday, Sunday or recognized day off, the holiday shall be observed on either the workday prior to the holiday or the first workday following the holiday.

If the holiday is worked the day will be paid at one-and-one half (1 ½) times the employee's regular rate of pay.

ARTICLE 8 VACATIONS

Section 1 Vacation pay is to be calculated and paid each pay period as per the following schedule:

Length of Continuous Employment	% of Regular Pay	Vacation Time
0 - 12 months	4%	10 regular work days
13 - 60 months	6%	15 regular work days
61 - 120 months	8%	15 regular work days
121 - 180 months	10%	20 regular work days
181 months - longer	10%	25 regular work days

Section 2 As far as possible employees shall be granted their choice of vacation periods according to their seniority, but the right to allocate vacation periods is reserved by the employer in order to insure efficient and continuous operations of the plant. Unless mutually agreed an employee will not take more than fifteen (15) working days of vacation time consecutively.

Section 3 It shall be mandatory for the employees to take vacations after one (1) full year of continuous employment.

ARTICLE 9 WAGES

Section 1 Wages as set out in the Addenda shall remain in effect from ratification.

The wage classifications as shown in Addenda are identical to the seniority classifications referenced in other sections of this agreement.

ARTICLE 10 BEREAVEMENT LEAVE

Section 1 Three (3) days off with pay for the death of a member of the immediate family, which includes: mother, father, sister, brother, daughter, son, wife, husband, grandmother, grandfather, mother-in-law, father-in-law, common-law spouse and step-parents.

ARTICLE 11 HEALTH AND WELFARE PLAN

- Section 1 The employer will provide a plan with benefits which are set out in the addenda.
- Section 2 The employer shall provide, at no cost to the employees, medical insurance available from Alberta Health Care at the at the monthly rate for family or for single, but shall not pay for duplication or be held responsible for arrears.
- Employees transferring from one shop to another within the group benefit program shall serve a thirty (30) calendar day probation period.
- Section 3 The Union will submit a letter to the plan administrator in order to discuss plan improvements. (i.e. LTD, STD and lenses) A committee shall be established to review the health and welfare plan from time to time.
- Section 4 The employer shall contribute on behalf of each employee to the C.E.F.A.P. (Addendum 4)

ARTICLE 12 PENSION/RETIREMENT PLAN

- Section 1 The employer shall contribute at the rate stipulated in the Addenda, for each hour worked to a registered retirement savings plan.
- Employees will qualify for contributions after completion of 60 calendar days employment.

ARTICLE 13 EDUCATIONAL TRAINING FUND

- Section 1 The employer shall contribute ten (10¢) cents per regular hour worked by all Employees covered by this agreement. This ten (10¢) cent rate will continue until the total cash and investments of the fund reach \$50,000.00 at which time the rate will be reduced to five (5¢) cents. The employer also agrees that should the total cash and investments of the fund drop below \$30,000.00 the contribution shall revert back to ten (10¢) cents.
- Section 2 The current month's contribution shall be remitted by the twentieth (20th) day of the following month to the Edmonton Boilermaker Shop Educational Training Trust Fund in care of Local Lodge 146 of the International Brotherhood of Boilermakers, Iron Ship Builders,

Blacksmiths, Forger and Helpers, 15220 – 114 Avenue, Edmonton, Alberta, T5M 2Z2.

The contributions must be accompanied by a report showing each Employee's name, social insurance number, hours worked, and the amount of contribution.

- Section 3 The Edmonton Shop Educational Trust Fund and Program are to be administered by the Trustees of the Edmonton Shop Educational Trust Fund and Program in accordance with the signed Trust Document, and if there is any conflict between the terms of the Trust Document and this article, then the terms of the Trust Document shall prevail.

ARTICLE 14 WORK CLASSIFICATIONS

Section 1 WELDERS, FITTERS AND BURNERS

Welders, fitters and burners shall perform work within the trade claims of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forger and Helpers of the International Constitution, Article XI.

Section 2 APPRENTICES

- (a) Apprentices shall perform work as in Article XI of the International Constitution. An apprentice will be given ample opportunity to cover all sections of his trade. The ratio of apprentices shall be one (1) to three (3) boilermakers. The same ratio to apply when lay-offs occur. It is recognized that there may be situations in which the above ratio would be impractical. In order to obtain relief, the employer must consult with the Business Manager or Business Representative to reach a mutually acceptable solution.
- (b) The employer agrees to pay indentured apprentices 90% of his base pay calculated at his straight time hourly rate multiplied by forty (40) hours, while attending technical school.

Apprentices to be paid one-third (1/3 of the amount owing on the first pay period upon returning to work after attending school. The second one-third (1/3) shall be paid on the second pay period and the final one-third (1/3) on the third pay period upon returning to work after attending school.

- (c) Fifty percent (50%) of the tuition for apprenticeship training shall be reimbursed by the employer if the apprentice achieves a grade of seventy-five per cent (75%) or more on his apprenticeship course.

Section 3 **HELPERS, PRODUCTION WORKERS AND MATERIAL HANDLERS**

Helpers, production workers and material handlers shall perform work such as power brush operation, power grinding, cleaning, assisting welders or fitters in the performance of work referred to in Article XI of the International Constitution and such other work as is generally recognized as production worker's, helper's and material handler's work.

Section 4 **STUDENT LABOUR**

Student labour classification shall apply between the period of May 1st and September 15th. No permanent employees shall be replaced by the employment of student labourers.

Section 5 **BEGINNERS**

Notwithstanding Article 4, Section 1, Beginner classification shall apply to those employees that have no work experience in the industry and whose intent it is to enter into the apprenticeship program. The individual will become either a Helper or an Apprentice within six (6) months. The employer has the right to hire such individuals as are available to him..

ARTICLE 15 WORKING CONDITIONS

Section 1 A change and lunch room shall be provided. Location of these facilities is at the discretion of management.

The employer is responsible for the destruction by fire on the employer's premises of personal effects owned by the employee to a maximum of \$200.00.

Section 2 The employer shall maintain a Safety Program which includes Safety Procedures and Practices. It is mandatory for all employees to adhere to this Safety Program at all times. Every employee shall have access to the company Safety Program Manual.

Section 3 If any employee meets with an accident during working hours and his physician deems it not safe for him to continue his shift, he shall be paid at his regular pay for the full shift.

Section 4 The employer shall supply coveralls on an exchange basis, or an exchange service for coveralls on a weekly basis at no cost to the employees within thirty (30) days of start of employment. Insulated coveralls shall be supplied per the exchange service as outdoor conditions require.

It is the onus of the employee to purchase appropriate wearing apparel and maintain the apparel equivalent to the maintenance that is supplied by the exchange service.

Gloves are to be supplied by the employer as required on an exchange basis. Winter gloves are to be supplied by the employer on an exchange basis as outdoor conditions require.

Section 5 When practical, spray painting shall be conducted at the best place, time and location that causes the least hazard to the employees.

Section 6 When employees are called back to work after completion of their regular shift, they shall receive a minimum of two (2) hours show-up time to be calculated at one-and-one half (1 ½) times the employee's regular rate of pay.

Section 7 The employer where practical shall provide plug-ins for all regular employees. Where not practical to provide plug-ins a boosting service will be supplied.

Section 8 Employees shall be allowed a five (5) minute personal clean-up time prior to the end of their shift.

ARTICLE 16 WELDING TESTS

Section 1 A welder who has served his apprenticeship with the employer, upon taking his initial "B" Pressure Test shall receive six (6) hours regular pay for taking his test. If the employee works for the employer less than thirty (30) days after receiving six (6) hours regular pay for his initial "B" test, he shall have deducted from his final pay an amount equal to six (6) hours pay at his regular rate.

Section 2 Any "B" Pressure Welder that is new to the Company shall, upon successful completion of a qualification test, be paid for the test time to a maximum of four (4) hours for one (1) test, six (6) hours for two (2)

tests. Payment is conditional upon the employee working for the employer a minimum of thirty (30) days unless his employment has been terminated prior to the thirty (30) days.

ARTICLE 17 SENIORITY

- Section 1 The principle of seniority in a classification shall govern layoffs and recalls. Consideration shall be given to retain sufficient employees in each job classification to suit the nature of the work remaining. A new employee shall not be entitled to seniority until he has been employed continuously for a period of 60 days, and then his seniority shall date back to the time of his hiring.
- Section 2 Employees laid off shall retain their seniority accumulated to time of layoffs, providing the layoff does not exceed one month for each year of employment (limited to one (1) year maximum) after which the employee will lose all seniority rights. A laid-off employee must make arrangements with the employer to return to work within five (5) days after receiving a notice of recall, in order to preserve his seniority.
- Section 3 Separate seniority lists shall be kept for each category as per the wage listing. In the case of layoffs, each list shall be considered a separate unit. The employer will supply current seniority lists.
- Section 4 Lay-offs must comply with the Employment Standards Code.
- Section 5 An employee's seniority shall be maintained for a maximum of one (1) year for his absence as a result of sickness covered by a medical certificate, or an accident recognized by the Workers' Compensation Board.
- Section 6 If the employer solicits the employee to go to the field on new construction or maintenance, his seniority shall continue in the shop.

ARTICLE 18 SHOP COMMITTEE

- Section 1 The importance of the Union maintaining at all times a shop committee, consisting of qualified employees of the employer familiar with plant conditions, is recognized.
- Section 2 The selection of the shop committee is recognized as a function of the Union. The committee shall consist of not less than one (1) nor more than three (3) employees. The chairman of this committee shall be the shop steward. Owing to the nature of his work on this committee, it is

deemed important that seniority does not affect his lay-off, provided there is work available for which he is qualified; otherwise, the Business Manager or Business Representative will be notified in time to appoint a successor. The shop steward shall be given a reasonable length of time to perform his duties. The Shop Stewards shall work days only.

Section 3 At least one (1) member of the shop committee shall act on the safety committee, preferably the shop steward.

ARTICLE 19 GRIEVANCE MACHINERY

Section 1 GRIEVANCE PROCEDURE

It is the mutual desire of the parties hereto, that complaints of employees shall be adjusted as quickly as possible. Grievance shall mean any difference or dispute concerning the interpretation, application, administration or alleged violation of the collective agreement. Any of the time limits contained herein are mandatory, however, they may be extended if mutually agreed to in writing.

Step 1:

The foreman or supervisor shall be notified and shall have opportunity to respond to the complaint. When a complaint is not settled, it shall be put in writing and shall be termed a grievance.

Step 2:

The written grievance shall be submitted to the employer representative within ten (10) working days from the incident giving rise to the complaint.

Step 3:

The employer representative shall hear the grievance within thirteen (13) working days from the incident giving rise to the complaint. The grievance shall be presented by the Business Manager or his representative and the shop steward. The written decision of the employer representative shall be submitted to the Business Manager and the shop steward within fifteen (15) working days from the incident giving rise to the complaint.

Step 4:

If the decision of the employer representative is satisfactory, the Business Manager will sign the written decision. If the grievance is not settled to the satisfaction of either party in steps one (1) through three (3) the grievance shall then be discussed within twenty (20) working days from the incident giving rise to the complaint at a meeting of the Plant Manager or his designated representative and the International Vice-President or his designated representative. If the grievance is not settled to the satisfaction of either party at this meeting, the grievance shall be referred to arbitration pursuant to the Alberta Labour Relations Code for a final and binding decision.

Section 2 **ARBITRATION**

The arbitrator shall not have the jurisdiction or authority to alter or modify any of the provisions of this agreement or substitute any new provisions in lieu thereof, or to give any decision inconsistent with the terms and provisions of this agreement. The decision of the arbitrator will be final and binding upon the parties and employees affected by it.

Each party shall bear an equal share of the fee and expenses of the arbitrator.

Probationary employees shall not be permitted to file a grievance nor shall the subject of dismissal of probationary employees be the subject of a grievance.

ARTICLE 20 UNION LABEL

Section 1 The company agreement to accept the Union Label as per the attached Memorandum of Agreement (Addendum 5).

ARTICLE 21 DURATION OF AGREEMENT

Section 1 This agreement shall become effective April 1, 2017, and shall remain in full force and effect until March 31, 2020, and from year to year thereafter, unless either party shall, at least sixty (60) days prior to the anniversary date thereof, notify the other party to this Agreement of a desire to modify or terminate this Agreement. In the event that such notice is given, the parties shall meet not later than fifteen (15) days after receipt of such notice.

If an agreement is not reached on or before the expiry date of the existing contract, then terms and conditions of this contract shall remain in effect until a new agreement is concluded or strike or lockout commences.

IN WITNESS THEREOF the parties hereto have executive this agreement the

_____ day of _____, 2017.

Dacro Industries Inc.

International Brotherhood of Boilermakers,
Iron Ship Builders, Blacksmiths, Forgers
and Helpers, Local Lodge 146

Marvin Kossowan, President

Dean Milton, Business Manager

Allan Woods

Blair Savoie

Bruce Hutton, BMJS

BWS/nv/cope #458

ADDENDUM 1

DACRO INDUSTRIES INC.

WAGE PAGE

Classification	Apr. 1 2017 -3%	Apr. 1 2018 0%	Apr. 1 2019 0%
Prep Department			
Prep Layout	35.78	35.78	35.78
Plate Roll Operator A	39.84	39.84	39.84
Plate Roll Operator B	35.92	35.92	35.92
Machine Operator A	34.61	34.61	34.61
Machine Operator B	28.07	28.07	28.07
Prep Foreman	43.91	43.91	43.91
Prep Assistant Foreman	41.64	41.64	41.64
Prep Lead Hand	40.75	40.75	40.75
Seam Department			
Seam Welder A	40.43	40.43	40.43
Seam Welder B	39.84	39.84	39.84
Seam Welder C	37.77	37.77	37.77
Seam JW/Sub Arc	35.78	35.78	35.78
Seam Foreman	43.91	43.91	43.91
Seam Assistant Foreman	41.64	41.64	41.64
Seam Lead Hand	40.75	40.75	40.75
Components Department			
Component Welder A	40.43	40.43	40.43
Component Welder B	39.84	39.84	39.84
Component Welder C	37.89	37.89	37.89
Component Fitter	37.81	37.81	37.81
Component Foreman	43.91	43.91	43.91
Component Assistant Foreman	41.64	41.64	41.64
Component Lead Hand	40.75	40.75	40.75
Assembly Department			
Assembly Welder A	40.43	40.43	40.43
Assembly Welder B	39.84	39.84	39.84
Assembly Welder C	37.89	37.89	37.89
Assembly Journeyman Welder	35.78	35.78	35.78
Assembly Vessel Fitter	37.81	37.81	37.81
Assembly Journeyman Fitter	35.78	35.78	35.78
Assembly Layout	39.84	39.84	39.84

Assembly Foreman	43.91	43.91	43.91
Assembly Assistant Foreman	41.64	41.64	41.64
Assembly Lead Hand	40.75	40.75	40.75
Completion Department			
Completion Worker A	28.07	28.07	28.07
Completion Worker B	26.12	26.12	26.12
Completion Foreman	41.94	41.94	41.94
Completion Assistant Foreman	35.78	35.78	35.78
Other			
Burner	35.78	35.78	35.78
Production Worker	25.15	25.15	25.15
Helper	21.73	21.73	21.73
Labourer	18.30	18.30	18.30
Beginner	17.46	17.46	17.46
Student Labour	15.14	15.14	15.14
Maintenance – A	32.00	32.00	32.00
Maintenance – B	24.14	24.14	24.14
Apprentices			
First Year (60%)	21.47	21.47	21.47
Second Year (75%)	26.84	26.84	26.84
Third Year (90%)	32.20	32.20	32.20
Pension/Retirement Plan	2.75	2.75	2.75
Shift Premium (Afternoon & Night)	2.00	2.00	2.00

ADDENDUM 2

DACRO INDUSTRIES INC.

Letter referred to in Article 4 – Union Security, Section 3

When any shop employee(s) is required to work on boilermaker field or maintenance work, he shall be paid his wages and conditions according to the Boilermaker's Construction or Maintenance Agreement in effect at the time.

Boilermaker construction rate will be paid on new construction jobs.

National Maintenance rate will be paid on maintenance jobs.

In the cases of warranty work the National Maintenance rate will be paid.

Under unusual circumstances the Union is willing to meet and discuss an Enabling Agreement.

Signed this date: _____, 2017.

Dacro Industries Inc.

International Brotherhood of Boilermakers,
Iron Ship Builders, Blacksmiths, Forgers
and Helpers, Local Lodge 146

Marvin Kossowan, President

Dean Milton, Business Manager

Allan Woods

Blair Savoie

BWS/nv/cope #458

Bruce Hutton

ADDENDUM 4

DACRO INDUSTRIES INC.

LETTER OF UNDERSTANDING – B

Letter referred to in Article 11 – Health and Welfare Plan, Section 4

Dacro Industries Inc. agrees a service of the type C.E.F.A.P. provides is needed and further agrees to use this service to cover all employees who come under the jurisdiction of this collective agreement for a trial period of 12 months. After the 12 month period a review of the usage of the plan, Dacro will decide whether to continue to use this service or transfer to a plan that is comparable to, or comprises of better benefits. In no instance will the services provided be of a lesser benefit level that is provided by C.E.F.A.P.

Dacro Industries Inc.

International Brotherhood of Boilermakers,
Iron Ship Builders, Blacksmiths, Forgers
and Helpers, Local Lodge 146

Marvin Kossowan, President

Dean Milton, Business Manager

Allan Woods

Blair Savoie

Bruce Hutton

MEMORANDUM OF AGREEMENT

BOILERMAKERS UNION LABEL

The INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS, AFL-CIO, and CLC recognizes the undersigned EMPLOYER as a BOILERMAKER UNION LABEL EMPLOYER who has signed

an approved agreement with this BROTHERHOOD under which skilled workers and members of our craft enjoy a high standard of wages, hours, fringe benefits, and other conditions of employment.

In consideration thereof, the INTERNATIONAL BROTHERHOOD now authorizes this EMPLOYER to affix the BOILERMAKER UNION LABEL to products fabricated under the terms of this agreement in his shop or plant. The EMPLOYER agrees to be bound by the following procedures for affixing the label:

- 1) The BROTHERHOOD'S UNION LABEL is the property of the BROTHERHOOD and shall only be affixed to the EMPLOYER'S product by the UNION'S duly authorized UNION LABEL STEWARD. Such steward shall be designated to the Employer in writing by the Union.
- 2) This Memorandum of Agreement shall be valid only so long as the EMPLOYER'S LABOUR AGREEMENT with this BROTHERHOOD is approved and in full force and effect.

All the foregoing was agreed to this date _____ at _____ by and between the INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS, AFL-CIO, CLC, and Dacro Industries Inc. _____.
(Company)

For the INTERNATIONAL BROTHERHOOD:

For the EMPLOYER:

Joseph Maloney, Int'l. Vice-President
Western Canada Section

Marvin Kossowan
President

Dean Milton,
Business Manager/Secretary/Treasurer
Boilermakers Lodge 146
BWS/nv/cope #458