



# **ARTICLES OF AGREEMENT**

**BETWEEN**

**MELLOY INDUSTRIAL SERVICES INC.**

(HEREINAFTER REFERRED TO AS THE EMPLOYER)

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

(HEREINAFTER REFERRED TO AS THE UNION)

**Effective: January 1, 2026 - December 31, 2028**

This Collective 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 the sole Bargaining Agent for all of its production and maintenance Employees in the performance of all fabrication, construction, and repair work at the Employer's shop location. Provided 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 to operate this new equipment.
- Section 2      The Union agrees to cooperate with the Employer and assist in every legitimate way to conduct a successful business, bearing in mind that both parties must provide service to the public.
- Section 3      This Collective Agreement shall cover all hourly paid Employees as listed under Article 9, WAGES.
- Section 4      All reference to days or hours as time periods shall be considered as working days or working hours unless otherwise indicated.

## **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 of manufacture, the methods and means of manufacture, are solely and exclusively the responsibility of the Employer.
- The Employer agrees to be fair and reasonable in the interpretation and application of this Collective Agreement.
- Section 2      The Employer has the right to make and alter, from time to time, rules and regulations to be observed by the Employees, as contained in the Melloy Industrial Services Inc. safety workplace policy, provided that they are not inconsistent with this Collective Agreement. The Employer shall furnish the Employees and the Union Representative with updated copies of all policies, rules, and regulations.
- 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 the provisions of this Collective Agreement. It is agreed, by the parties to this Collective Agreement, that discipline should be corrective rather than punitive and shall be consistent with the concept of progressive discipline.
- Section 4      A bulletin board, for the benefit of the shop Employees, shall be provided in the lunchroom. A listing of shop floor supervisory personnel shall be periodically posted on this bulletin board.
- Section 5      Nothing within 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 their supervisor.

Section 2      An Employee found to have deliberately misused Employer equipment or property may be subject to discipline that may include dismissal.

Responsibility for normal wear and tear of tools supplied by the Employer is accepted by the Employer upon return of broken and/or worn tools. Adequate protection shall 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.

Section 4      Employees shall report all work related injuries immediately to their Foreperson. If medical attention is required, it is the Employees' responsibility to obtain sufficient medical documentation to assist with the process of filing any resulting Workers' Compensation Board (WCB) claims.

### **ARTICLE 4      UNION SECURITY**

Section 1      The Employer agrees to employ only members in good standing with the Union, who shall at all times assist the Employer to secure competent Shop Boilermakers and Helpers.

Should the Union find it impossible to secure the necessary Boilermakers and Helpers within forty eight (48) hours, the Employer may hire Boilermakers and Helpers that may be available with the understanding that the new Employees shall become members of the Union after ninety (90) calendar days of employment. The Employer shall assist in ensuring that all new Employees become members of the Union. The Employer shall deduct in accordance with the Labour Relations Code, the amount of dues or levies that 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 Lodge 146 before the fifteenth (15th) day of the following month.

Section 2      All new Employees must report to the Union office and complete the Membership Application forms prior to reporting for work.

Section 3      When any Shop Employees are required to work in the field on any Boilermaker New Construction or Maintenance work site, they shall be paid their wages and conditions according to the Boilermakers' Construction or Maintenance Agreements in effect at that time.

Section 4      The Employer shall have the right to name hire one (1) Employee out of every four (4) Employees hired by the Employer.

Section 5 All Boilermakers shall require certain safety qualifications such as Respiratory Fit testing, Fall Arrest and Confined Space training prior to being dispatched.

## **ARTICLE 5 HOURS OF WORK**

Section 1 Eight (8) hours per day shall constitute a regular working day. Forty (40) hours per week (Monday through Friday inclusive) shall constitute a regular working week. 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 Employees within this bargaining unit or with the Bargaining Agent and the Employer may establish a compressed work week where ten (10) hours per day shall constitute a regular working day. Forty (40) hours per week shall constitute a regular working week (Monday through Thursday 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 Employees within this bargaining unit or with the Bargaining Agent and the Employer may change the foregoing start time by two (2) hours either way. The Union and the Shop Steward shall be notified in writing of any change to the starting time at least twenty-four (24) hours before implementing the change. Article 7, Section 1, shall be interpreted to reflect the new start time.

Section 4 Employees shall be entitled to two (2) paid ten (10) minute coffee breaks per eight (8) hour scheduled shift.

-OR-

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

## **ARTICLE 6 SHIFT WORK**

Section 1 Where two (2) 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 of work for a total shift time of eight and one-half (8<sup>1/2</sup>) hours. If a third shift is required, a discussion with the Business Manager/Secretary Treasurer or Business Representative shall take place.

Section 2 Employees shall be given a minimum of two (2) working days' notice, exclusive of Saturday and Sunday, prior to any shift changes with the exception of any emergency or work force realignments that may be required due to 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 shall be paid a minimum of two (2) hours at the applicable rate if they report to work and are unable to work due to circumstances beyond their control.

Section 4 The shift premium shall be paid on all hours worked on the afternoon or evening shifts.

Section 5 The shift premium shall not be compounded on overtime hours worked.

#### **ARTICLE 7 OVERTIME AND GENERAL HOLIDAYS**

Section 1 All hours worked prior to and/or after any shift, in excess of those provided, shall be termed overtime. When such unscheduled overtime is expected to exceed two (2) hours, Employees shall be entitled to a ten (10) minute rest period.

Section 2 All hours worked beyond eight (8) hours on a five (5) day work week, or ten (10) hours on a four (4) day work week are overtime. On the five (5) day work week, the first two (2) hours of overtime (Monday to Friday work week) shall be paid at one and one half ( $1\frac{1}{2}$ ) times the regular rate of pay. The first ten (10) hours on Friday (Monday to Thursday work week) shall be paid at one and one half ( $1\frac{1}{2}$ ) times the regular rate of pay.

Overtime hours worked beyond what is listed above, including Saturday and Sunday, shall be paid at two (2) times the regular rate of pay.

An Employee who misses time during their regular work hours due to illness, or any other reason with the permission of management, will not be required to make up the missed time. In the event an Employee misses time without management permission, they will be required to make up the time as regular hours prior to collecting overtime hours.

#### **Overtime Provisions:**

##### **a) Five - Eight Hour Days (5-8's)**

Day of Week	Straight Time	Time and One Half ( $1\frac{1}{2}$ )	Double Time (2)
Monday	8 hours	Up to 2 hours	After 10 hours
Tuesday	8 hours	Up to 2 hours	After 10 hours
Wednesday	8 hours	Up to 2 hours	After 10 hours
Thursday	8 hours	Up to 2 hours	After 10 hours
Friday	8 hours	Up to 2 hours	After 10 hours
Saturday			All hours
Sunday			All hours
Stat Holiday			All hours

b) Four - Ten Hour Days (4-10's)

Monday to Thursday:

Day of Week	Straight Time	Time and One Half (1 <sup>1/2</sup> )	Double Time (2)
Monday	10 hours		After 10 hours
Tuesday	10 hours		After 10 hours
Wednesday	10 hours		After 10 hours
Thursday	10 hours		After 10 hours
Friday		Up to 10 hours	After 10 hours
Saturday			All hours
Sunday			All hours
Stat Holiday			All hours

Section 3 It is the Employer's right to schedule overtime. The Employer shall request Employees to work overtime in order of seniority sequence within a classification to ensure a fair distribution of 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 their 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 a twenty (20) minute time period paid at the applicable overtime rate of pay to consume the meal. In lieu of the hot meal and at the option of the majority of Employees working the overtime, a twenty five dollar (\$25.00) meal allowance per Employee shall be paid.

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 that the overtime follows.

Section 5 When Employees are called back to work after completion of their regular shift, they shall receive a minimum of two (2) hours of show-up time to be calculated at the applicable overtime rate.

Section 6 The period of time recognized as a General Holiday is the twenty four (24) hour period beginning at the start of the regular day shift (7:30 a.m.) on the day that is recognized as a General Holiday.

Section 7 When a General Holiday occurs during a 4-10's work week, the maximum of thirty (30) hours per week shall form the basis of the maximum straight time rate, or during a 5-8's work week, the maximum of thirty two (32) hours per week shall form the basis of the maximum straight time rate.

General Holidays are: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, National Day for Truth and Reconciliation, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any other General Holiday proclaimed by either the Federal or Provincial Government.

Section 8 General Holiday pay shall be calculated and paid each pay period at five percent (5%) of the Employee's total gross hourly earnings including shift premiums and vacation pay but excludes overtime pay as per Employment Standards Code.

Section 9 No work shall be performed on Labour Day, with the exception of the preservation of life and property.

Section 10 Christmas Eve and New Year's Eve shall be a day off without pay and may be worked by mutual consent at the applicable rate of pay.

Section 11 All General Holidays shall be observed on the day on which they fall unless otherwise agreed upon. When a General Holiday falls on a Saturday, Sunday or recognized day off, the General Holiday shall be observed on either the workday prior to the General Holiday or the first workday following the General Holiday.

If the General Holiday is worked and an alternative day off has not been agreed upon, the day shall be paid at two (2) times the regular rate of pay.

## **ARTICLE 8 VACATIONS**

Section 1 Vacation pay shall be calculated and paid each pay period according to the following rates:

0 - 12 months	4% of gross hourly earnings
13 - 48 months	6% of gross hourly earnings
49 - 120 months	8% of gross hourly earnings
Greater than 120 months	10% of gross hourly earnings

Section 2 Whenever reasonably possible, Employees shall be granted their choice of vacation periods according to their seniority. However, the right to allocate vacation periods is reserved by the Employer to ensure efficient and continuous operations of the Shop. Unless mutually agreed, an Employee shall not take more than fifteen (15) consecutive working days of vacation time.

Section 3 It shall be mandatory for all Employees to take vacation after one (1) full year of continuous employment.

## **ARTICLE 9 WAGES**

Section 1 Wages as set out in Addendum 1 shall remain in effect from the date of ratification.



Section 2 The wage classifications listed in Addendum 1 are the same as the seniority classifications referenced elsewhere in this Collective Agreement. If an Employee's paycheck is short by less than eight (8) hours, the difference shall be included in the following week's pay. If the shortage is eight (8) hours or more, a separate paycheck shall be issued by the next business day.

#### **ARTICLE 10 BEREAVEMENT LEAVE**

Section 1 Employees shall be entitled to three (3) days off with pay in the event of the death of a member of their immediate family . Immediate family is defined for the purpose of this Collective Agreement as wife, husband, daughter, son, mother, father, sister, brother and common-law spouse.

One (1) day off with pay shall be provided in the event of the death of a grandmother, grandfather, mother-in-law, father-in-law, common-law mother-in-law, common-law father-in-law and stepparents.

#### **ARTICLE 11 HEALTH AND WELFARE BENEFITS**

Section 1 The Employer shall provide benefits under the Boilermakers' National Health Plan (Canada) - ISO (Industrial Sector Operations) Division at no cost to the Employee, on the first (1<sup>st</sup>) day of the calendar month following thirty (30) calendar days of continuous employment.

For the duration of this Collective Agreement, the Employer shall contribute a maximum of four hundred and ninety dollars (\$490.00) per Employee, per month, effective July 1, 2026; a maximum of five hundred and ten dollars (\$510.00) per Employee per month effective July 1, 2027; and a maximum of five hundred and thirty dollars (\$530.00) per Employee per month effective July 1, 2028.

Section 2 Upon completion of the first full month and after successful completion of thirty (30) calendar days of employment, the Employer shall provide, at no cost to the Employees, medical insurance available from Alberta Health Care at the family rate or for a monthly single rate but shall not pay for duplication or be held responsible for arrears.

Section 3 Formed ear protection for each Employee shall be paid by the Employer after sixty (60) calendar days of employment, once every two (2) years.

Section 4 The Employer shall contribute to the Family Services Employee Assistance program (F.S.E.A.P.) on behalf of each Employee.

#### **ARTICLE 12 PENSION/RETIREMENT PLAN**

Section 1 The Employer shall contribute to the Boilermakers' National Pension Fund (Canada) at the rate stipulated in Addendum 1 for hours earned.

Employees shall qualify for contributions after the completion of thirty (30) calendar days of employment.

- Section 2      The current month's contributions shall be remitted by the fifteenth (15th) of the following month and must be accompanied by a report with each Employee's name, Social Insurance Number, hours earned and the amount of the contribution.
- Section 3      The Boilermakers' National Pension Fund (Canada) shall be administered by a Board of Trustees which include representation from the International Brotherhood of Boilermakers (IBB) and appointed professionals.
- Section 4      The Employer shall cease pension contributions to the Boilermakers' National Pension Plan (Canada), on behalf of those Employees who are seventy-one (71) years of age or older and the pension contributions that would otherwise be payable to the Boilermakers' National Pension Plan (Canada) will be redirected as a wage premium directly to the Employee, by the Employer. The computation of the amount payable will be in accordance with the provisions for pension contributions applicable to all other Employees covered under the terms of this Collective Agreement. In the event the Employer, in error, makes pension contributions beyond the November work month on behalf of an Employee who is seventy-one (71) years of age or older, the administrator of the Boilermakers' National Pension Plan (Canada) will allocate the applicable contributions back to the Employer. The Employer will redirect the contributions as a wage premium back to the Employee.

## **ARTICLE 13      WORK CLASSIFICATIONS**

### **Section 1      WELDERS, FITTERS AND BURNERS**

Welders, Fitters and Burners shall perform work within the trade claims of Article 11 (Established Jurisdiction of the Trade) of the Constitution of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers.

### **Section 2      APPRENTICES**

- (a)      Apprentices shall perform work as stated in Article 11 of the Constitution of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers. An Apprentice shall be given ample opportunity to cover all sections of their trade. The ratio of Apprentices shall be one (1) Apprentice to three (3) Boilermakers. The same ratio shall apply when layoffs occur. It is recognized that there may be situations where the above ratio would be impractical. In order to obtain relief, the Employer must consult with the Union's Business Manager/Secretary Treasurer or Business Representative to reach a mutually acceptable solution.
- (b)      When attending technical school and after working six (6) months in the Shop, the Employer agrees to pay indentured Apprentices an amount that when added to Employment Insurance benefits from Service Canada, will amount to ninety percent (90%) of their base pay calculated at their regular hourly rate multiplied by forty (40) hours per week, while attending technical school.

Apprentices shall be paid, upon completion of a pass mark (and proof of Employment Insurance Benefit receipt), 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) The year of Apprenticeship shall be determined by the Contract of Apprenticeship held by each Apprentice.
- (d) After working six (6) months in the Shop, tuition for Apprenticeship training shall be reimbursed as per Addendum 2. Marks below seventy percent (70%) shall not receive any tuition reimbursements.

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 11 of the Constitution of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers and other work that is generally recognized to be Helpers, Production Workers and Material Handlers' work.

Section 4      **STUDENT LABOUR**

The 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 Labour.

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. Upon completion of six (6) months, the Employer will offer the individual an apprenticeship. The Employer has the right to hire such individuals as are available to them providing the Union has no unemployed First Year Apprentices.

**ARTICLE 14      SAFETY AND WORKING CONDITIONS**

Section 1      An adequate change room and lunchroom shall be provided. Location of these facilities is at the discretion of the Employer.

The Employer is responsible for the destruction by fire on the Employer's premises of personal effects owned by an Employee to a maximum of two hundred dollars (\$200.00).

- Section 2 The Foreperson shall sign a safe slip before any Employee proceeds to work on any vessel or tank that has or may have contained explosive or hazardous material.
- Section 3 If any Employee has an accident during working hours and a Physician deems that it is not safe to continue their shift, the Employee shall be paid the applicable rate of pay for their full shift.
- Section 4 The Employer shall provide one of the following at their discretion:
- (a) Shop Employees who have served thirty (30) calendar days shall be issued three (3) pairs of cotton coveralls. When coveralls are deemed by the Employer to be beyond repair, the Employer shall exchange them for a new pair. Further to this it shall be the Employer's responsibility to provide cleaning for one (1) pair of coveralls per week. Repairs to coveralls shall be made by professional cleaners at the Employer's cost.
  - (b) Gloves shall be supplied by the Employer as required on an exchange basis.
- Section 5 When practical, spray painting shall be conducted at the time and location that causes the least hazard to the Employees.
- Section 6 The Employer shall provide block-heater plug-ins for all regular Employees. If it is not practical, a boosting service will be provided.
- Section 7 Prior to the end of their shift, all Employees shall be allowed a five (5) minute paid personal cleanup time.
- Section 8 The Employer shall provide all Employees with the rules, regulations, and safety information for all equipment and tools.
- Section 9 The Employer shall reimburse Employees up to three hundred dollars (\$300.00) per calendar year for the purchase of work boots with a proof of purchase receipt.

## **ARTICLE 15 WELDING TESTS**

- Section 1 A Welder who has served their Apprenticeship with the Employer and takes their Initial B Pressure test shall receive six (6) hours of pay at the applicable rate for completing the test. If the Employee works for the Employer for fewer than thirty (30) days after receiving this payment, the six (6) hours of pay shall be deducted from their final paycheck.
- Section 2 After successfully completing the qualification test, any B Pressure Welder who is new to the Employer shall be paid for the test time to a maximum of four (4) hours.

## **ARTICLE 16 SENIORITY**

- Section 1 The principle of seniority within job classifications shall govern layoffs and recalls. Consideration shall also be given to ensure sufficient Employees within each job classification are retained to meet the requirements of any remaining work. No new Employees shall be entitled to seniority until they have been employed for the probationary period of sixty (60) calendar days. Seniority shall then date back to the time of hiring.
- Section 2 Providing a layoff does not exceed two (2) months, any Employees who are laid off shall retain their accumulated seniority. After the two (2) month time period has elapsed, Employees will lose all seniority rights. Laid off Employees must make arrangements with the Employer to report back to work within five (5) working days after receiving a Notice of Recall to preserve their seniority.
- Section 3 Separate seniority lists shall be kept for each job classification as per Addendum 1. In the case of layoffs, each list shall be considered a separate unit. The Employer shall supply seniority lists to the Union at the beginning of each month.
- Section 4 Layoffs must comply with Employment Standards Code.
- Section 5 An Employee's seniority shall be maintained for up to one (1) year for any absence resulting from illness supported by a medical certificate or from an accident recognized by the Workers' Compensation Board (WCB).
- Section 6 If an Employee leaves their employment for any other reason, seniority shall not be retained.
- Section 7 Should an Employee solicit work in the field on a Boilermaker New Construction or Maintenance work site, the Employee shall lose seniority rights after sixty (60) days of continuous Field work.
- If the Employer solicits the Employee to go work in the Field on a Boilermaker New Construction or Maintenance work site, seniority shall continue in the Shop.

## **ARTICLE 17 SHOP AND SAFETY COMMITTEES**

- Section 1 The importance of the Union maintaining, at all times, Shop and Safety Committees consisting of qualified Employees who are familiar with Shop conditions, is recognized.
- Section 2 The selection of the members of the Shop and Safety Committees is recognized as a function of the Union. These Committees shall consist of no fewer than one (1) and no more than three (3) Employees per shift, as required. The Shop Steward shall serve as the Chairperson. Given the importance of these Committees' work, seniority shall not affect the layoff of Shop Stewards. Therefore, in the event of layoffs, the Shop Stewards shall be the second last Employees, per shift, to be laid off, provided that suitable work for which they are qualified is available. If this is not the case and the Shop Stewards must be laid off, the Union Business Manager/Secretary Treasurer or

Business Representative shall be notified in a timely manner to allow for the appointment of a successor.

The day shift Primary Shop Steward shall work only on the day shift and not be required to work any other shifts. The Shop Stewards shall be given a reasonable length of time to perform their Union and Shop and Safety Committee duties.

Section 3 Shop Stewards shall be included as members of all Shop and Safety Committees with additional Employee participation as necessary.

Section 4 Safety Committee meetings shall be held at least once per month or as required by the Safety Committee and Occupational Health and Safety requirements.

Section 5 Employer/Employee Safety meetings shall be held weekly for all Employees.

## **ARTICLE 18 GRIEVANCE MACHINERY**

### **Section 1 GRIEVANCE PROCEDURE**

It is the mutual desire of the parties hereto, that Employee concerns shall be addressed as quickly as possible. The term "Grievance" shall mean any difference of dispute concerning the interpretation, application, administration or alleged violation of this Collective Agreement. Any of the time limits contained herein are mandatory, however, they may be extended if it is mutually agreed to in writing.

#### **Step 1**

The Foreperson or Supervisor shall be given the opportunity to address any concerns. When a concern is rendered in written form it shall be termed a Grievance and shall be advanced to Step 2.

#### **Step 2**

The written Grievance shall be submitted to the Employer Representative within ten (10) working days from the incident giving rise to the concern.

#### **Step 3**

The Employer Representative shall hear the Grievance within twelve (12) working days from the incident giving rise to concern. The Grievance shall be presented by the Union Business Manager/Secretary Treasurer or Business Representative and the Head Shop Steward.

The written decision of the Employer Representative shall be submitted to the Union Business Manager/Secretary Treasurer and the Head Shop Steward within fifteen (15) working days from the incident giving rise to the concern.

**Step 4**

If the Employer's answer in Step 3 is unacceptable the Grievance shall then be discussed within twenty-five (25) working days from the incident giving rise to the concern at a meeting between the Shop Manager or designated Representative and the Union's International Vice-President or designated Representative. If the matter is not resolved in Step 4, the Union may advise in writing within thirty (30) working days from the incident giving rise to the concern that it wishes to submit the matter to arbitration.

## Section 2

**ARBITRATION**

The Union and the Employer shall establish a list of four (4) acceptable Arbitrators. Arbitrators shall be chosen shortly after ratification. The single Arbitrator shall be selected in rotation from the list. Any of the time limits contained herein are mandatory, however, they may be extended if it is mutually agreed to in writing.

**Step 1**

Once the Arbitrator has been named they shall convene a Hearing into the Grievance within forty-five (45) working days from the incident giving rise to the concern.

**Step 2**

The Arbitrator shall render a decision no later than sixty (60) working days from the incident giving rise to the concern. The decision of the Arbitrator shall be final and binding on both parties.

- (a) The Arbitrator shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement. If an Employee has been dismissed or otherwise disciplined by the Employer for cause and this Collective Agreement contains no specific penalty for the infraction that is the subject matter of the arbitration, the Arbitrator may substitute any penalty for the dismissal or discipline that seems just and reasonable in all the circumstances.
- (b) Each of the parties to this Collective Agreement shall bear their own expenses for arbitration. The fees and expenses of the Arbitrator shall be shared equally by both parties.

**ARTICLE 19****UNION LABEL**

## Section 1

The Employer agrees to accept the Union Label as per the attached Memorandum of Agreement (Addendum 3).

## ARTICLE 20 DURATION OF AGREEMENT

Section 1 This Collective Agreement shall become effective January 1<sup>st</sup>, 2026, and shall remain in full force and effect until December 31<sup>st</sup>, 2028, and from year to year thereafter, unless either party has at least sixty (60) calendar days prior to the anniversary date thereof notified the other party to this Collective Agreement of a desire to modify or terminate this Collective Agreement. In the event that such notice is given the parties shall meet not later than fifteen (15) calendar days after receipt of such notice.

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

Employees agree to no strike or lockout during the term of this Collective Agreement under the Labour Relations Code.

IN WITNESS THEREOF the parties hereto have executed this Collective Agreement this 18 th day of December, 2025.

Melloy Industrial Services Inc.

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

\_\_\_\_\_  
Brent Elder  
Operations Manager

\_\_\_\_\_  
Mackenzie Walker  
Business Manager/Secretary Treasurer

\_\_\_\_\_  
Rod Preston  
Superintendent

\_\_\_\_\_  
Darcey Kooznetsoff  
Business Representative

\_\_\_\_\_  
Mitch Soetaert  
General Manager

\_\_\_\_\_  
Jeff Burns  
Business Representative

\_\_\_\_\_  
Landon Mitchel  
Operations Manager

\_\_\_\_\_  
Alex Bonn  
Bargaining Committee

\_\_\_\_\_  
Kurtis Stanley  
Shop Steward



**ADDENDUM 1**  
**Melloy Industrial Services Inc.**  
**Wage Page**

<b>Classification</b>	<b>January 1, 2026</b> 1½%	<b>January 1, 2027</b> 2%	<b>January 1, 2028</b> 3%
Foreperson	\$58.46	\$59.63	\$61.42
Lead Hand/Assistant Foreperson	\$55.52	\$56.63	\$58.33
B Welder 1	\$53.15	\$54.21	\$55.84
B Welder 2	\$50.57	\$51.58	\$53.13
Journeyperson Welder	\$47.87	\$48.83	\$50.29
Journeyperson Boilermaker/Steel Fabricator	\$47.87	\$48.83	\$50.29
Layout Fitter	\$53.15	\$54.21	\$55.84
Vessel Fitter	\$50.57	\$51.58	\$53.13
Crane Operator	\$47.87	\$48.83	\$50.29
C Ticket (3 <sup>rd</sup> Year) Welder	\$47.25	\$48.20	\$49.65
C Ticket (2 <sup>nd</sup> Year) Welder	\$43.08	\$43.94	\$45.26
Apprentice 3 <sup>rd</sup> Year (90%)	\$43.08	\$43.95	\$45.26
Apprentice 2 <sup>nd</sup> Year (75%)	\$35.90	\$36.62	\$37.72
Apprentice 1 <sup>st</sup> Year (60%)	\$28.72	\$29.30	\$30.17
Production Worker	\$32.00	\$32.64	\$33.62
Helper	\$29.27	\$29.86	\$30.76
Beginner	\$18.70	\$19.07	\$19.64
Student Labourers	\$23.86	\$24.34	\$25.07

Pension	\$3.75	\$4.00	\$4.25
Shift Premium	\$3.00	\$3.00	\$3.00

**ADDENDUM 2**  
Melloy Industrial Services Inc.  
**Apprenticeship Tuition Reimbursement**  
**Sliding Scale**

Course Pass Mark	Percentage of Tuition Fees Reimbursed
70%	70%
71%	72%
72%	74%
73%	76%
74%	78%
75%	80%
76%	82%
77%	84%
78%	86%
79%	88%
80%	90%
81%	92%
82%	94%
83%	96%
84%	98%
85-100%	100%

**ADDENDUM 3**  
**MEMORANDUM OF AGREEMENT**  
**BOILERMAKERS UNION LABEL**

The INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS, AFL-CIO recognizes the undersigned EMPLOYER as a BOILERMAKER UNION LABEL EMPLOYER who has signed and 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 Collective Agreement, in their 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 Stewards 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 December 18, 2025 at Edmonton, by and between the INTERNATIONAL BROTHERHOOD OF BOILERMAKERS IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS, AFL-CIO and Melloy Industrial Services Inc. (Employer)

For the **INTERNATIONAL BROTHERHOOD  
OF BOILERMAKERS**

For **MELLOY INDUSTRIAL SERVICES INC.**

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Arnie Stadnick  
Int'l. Vice-President, Western Canada Section  
International Brotherhood of Boilermakers

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Brent Elder  
Operations Manager  
Melloy Industrial Services Inc.

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Mackenzie Walker  
Business Manager/Secretary Treasurer  
Boilermakers Local Lodge 146

<div>  <div> <div>BOILERMAKERS' NATIONAL HEALTH PLAN (CANADA)</div> <div>SUMMARY OF BENEFITS</div> <div>FOR ACTIVE MEMBERS</div> </div> </div> <div> <p>All benefits are subject to the terms of the insurance policies and the official Plan documents.</p> <p>This is only a summary for your convenience</p> </div> <div>AS AT: SEPTEMBER 1, 2024</div>		
BENEFITS	ACTIVE MEMBER'S BENEFITS	
Life Insurance:	Benefit Amount:	\$75,000 (member only)
AD & D:	Principal Amount:	\$100,000 (member only)
Optional Benefits:	Benefit:	Optional Life Insurance up to \$500,000; Optional Critical Illness
Long Term Disability Income:	Maximum Benefit Amount:	\$2,400 per month
	Taxes:	Benefit payments are taxable
	Qualifying Period:	26 continuous weeks of total disability. Where applicable LTD benefits will commence after the expiry of the WI benefit.
	Coverage & Benefit Payment Duration:	Maximum to age 65
Weekly Disability Income:	Maximum Benefit Amount:	\$668 per week effective January 1, 2024. WI disability benefit amounts mirror the current EI maximum benefit. WI benefit payments are integrated with EI Sickness benefit payments.
	Taxes:	Benefit payments are taxable
	Qualifying Period:	1st day of accident, 1st day of hospitalization (after 24 hour stay / outpatient surgery), 8th day of illness
	Benefit Duration:	Maximum to the earlier of 26 weeks or age 65.
Special Disability Benefit:	Maximum Benefit Amount:	\$1,000 per month
	Eligibility Criteria:	Under age 65, ready to retire from the Boilermakers' trade due to a permanent disability. Member must be in good standing with the IBB throughout duration of the special disability benefit. Recipients must enroll in the Early Retiree Health Benefit Plan. Member must retire under the National Pension Plan on the same date and at the same time.
	Deductible:	Nil
	Reimbursement:	100% for basic and major expenses, 60% for orthodontics.
Dental:	Fee Guide:	Current
	Maximums:	\$2,500 per person each calendar year for basic and major expenses. \$2,000 lifetime maximum for orthodontics.
	Services Include:	Scaling 8 units, recall 6 months, Bitwings 6 months, specialist fee covered 20%, white fillings covered
	Coverage Notes:	Dental implant coverage may be reimbursed at the equivalent cost of a bridge or partial denture. Orthodontic coverage is for dependant children 19 years of age or younger. Members should submit a pre-determination of benefits form to the Plan for services over \$500 and orthodontics.



# BOILERMAKERS' NATIONAL HEALTH PLAN (CANADA)

## SUMMARY OF BENEFITS FOR ACTIVE MEMBERS

All benefits are subject to the terms of the insurance policies and the official Plan documents.  
This is only a summary for your convenience

AS AT: SEPTEMBER 1, 2024

BENEFITS		ACTIVE MEMBER'S BENEFITS
Vision Care:	Member Benefit Amount:	Lenses: \$800 per 24 months; Frames: \$150 per 24 months
	Dependant Benefit Amount:	Lenses: \$550 per 24 months; Frames: \$150 per 24 months
	Laser Eye Surgery:	\$1,750 Lifetime Maximum (member only)
	Contact Lenses:	\$250 per 24 months per person
	Industrial Safety Glasses:	\$400 per 12 months with a prescription (member only)
	Basic Eye Exam and Retina Exam:	1 basic eye exam or retina exam per calendar year (when not covered by the provincial government plan)
	Lifetime Maximum:	Unlimited
	Reimbursement:	100% of most eligible expenses subject to maximums and limits; prescription drugs are reimbursed at the lower of the brand name or generic drug ingredient cost. If no generic drug is available, the Plan will pay 100% of the brand name drug ingredient cost. Automatic biologic/biosimilar switching program.
	Deductible:	Nil. Maximum dispensing fee payable of \$9.50 per prescription.
	Out-of-Pocket Maximum:	N/A
		Chiropractor, Speech Therapist, Osteopath, Naturopath, Homeopath, and Podiatrist: Expenses are reimbursed at 100%, up to a maximum of \$400 annually, per practitioner.
		Acupuncture and Massage Therapy: Expenses are reimbursed at 50%, up to a maximum of \$500 annually.
**Medical Benefit: IBB: Enrollment in Provincial Health Care Plan is mandatory. Provincial Plan is the first payer.	Practitioners:	Certified Athletic Therapist, Physiotherapist and Occupational Therapist: Expenses are reimbursed at 100%, up to a maximum of \$100 per treatment and \$5,000 annually
		Psychologist, Psychotherapist, Master Social Worker: Expenses are reimbursed up to a maximum of \$10,000 annually per person and up to a maximum of \$200 per hour. Please consider using the Plan's employee assistance program for free private counselling.
	Prescription Drugs:	Reimbursement (as described above) for drugs which by law require the written prescription of a physician. Includes oral contraceptives, fertility drugs (\$2,500 per family / lifetime), diabetic supplies, smoking cessation (100% for 1st course of treatment up to \$400, 50% for 2nd course of treatment up to \$200), erectile dysfunction (\$400 per calendar year), anaesthesia, vaccinations and immunizations (subject to individual maximums). Over the counter drugs, vitamins or minerals are not covered. Medical cannabis including derivatives are not covered. Automatic biologic/biosimilar prescription drug switching program.
	Ambulance	Reimbursement for land ambulance services when used to transport to the nearest hospital. If ambulance services provided by air or rail, there is a \$500 maximum per individual, per calendar year.
	Accidental Dental	\$5,000 per dental accident - work must commence within 12 months.
	Annual Medical Exam	\$50 reimbursement to physicians for providing the Plan's "Physician's Confirmation of Annual Medical Exam" note.
	Audiometric Testing	Annual hearing testing or re-testing & custom fitted earplugs.
	Semi Private Hospital Room:	The difference between ward room and semi-private room. Rehabilitation hospital room allowance is \$10 per day up to a maximum of 100 days of confinement per disability prior to age 65.



BOILERMAKERS' NATIONAL HEALTH PLAN (CANADA)  
SUMMARY OF BENEFITS  
FOR ACTIVE MEMBERS

All benefits are subject to the terms of the insurance policies and the official Plan documents.  
This is only a summary for your convenience

AS AT: SEPTEMBER 1, 2024

BENEFITS		ACTIVE MEMBER'S BENEFITS
<b>**Medical Benefit:</b> <i>IBB: Enrollment in Provincial Health Care Plan is mandatory. Provincial Plan is the first payer.</i>	Medical Services and Supplies:	Medical equipment and supplies, custom foot orthotics (maximum \$400 per year) and orthopedic shoes (reimbursed at 50%, maximum \$400 per year), PSA tests, oxygen and oxygen supplies.
	Hearing Aids:	\$1,500 per 48 month period
	Private Duty Nursing	Up to \$10,000 per year
	Mobility Assistance Equipment Benefit:	Reimbursement of 75% of the expenses associated with specific mobility equipment and its installation, subject to a lifetime maximum benefit of \$5,000. (member only).
	Age 65 Provincial Plan Benefit	\$200 annual maximum benefit to reimburse the actual cost incurred to enroll in the individual's provincially sponsored health care/medical plan. Covers premium, deductibles and co-payments.
	Travel Costs related to Medical Treatment	Reasonable expenses associated with travelling at least 100km to receive medically necessary treatment otherwise unavailable. 80% of expenses are reimbursed for members or eligible dependants; subject to a lifetime family maximum benefit of \$1,000. Includes accommodation, meal and gas/travel expenses.
	Coverage:	Unlimited Trips. 90 Day Trip Duration Maximum per trip. \$5,000,000 Maximum per covered person, per trip. Must be in "Stable" Medical Condition prior to departure. Under age 70 "stable" definition: Medical emergency must be considered by insurer as "Sudden and Unforeseen". Age 70 and older "stable" definition: 180 Day "Pre-Existing Medical Condition Stability Period" exclusion applies. Please refer to ETA coverage page in Plan Member Booklet or contact Manulife Group Travel Insurance to confirm eligibility for all travelers prior to departure.
Emergency Travel Assistance (ETA):	Coverage:	Confidential 24/7 counselling services providing crisis support, advice and information by telephone, face-to-face, or online. Tel# 1.866.990.1113, TTY: 1.888.234.0414, Website: myfseap.com. Please contact the Plan Administration Office for group name and password.
Employee Assistance Program:	Benefit:	Available to all Plan members through belairdirect - offers discounted premiums for members coast-to-coast
Home and Auto Insurance:	Benefit:	Treatment provided through Renascent (Toronto) available to all Construction Sector Operations (CSO) members.
National Substance Abuse Program:	Coverage:	Live interactive health care services that allows members and their dependants to connect directly with a doctor or nurse practitioner 24/7/365, for consultation or other services such as; healthcare advise, prescription renewal, diagnostic and specialist referrals, lab requisitions, help to navigate the health care system, and more.
Virtual Health Care:	Amount:	\$450 per month dollar bank drawdown. Maximum dollar bank is \$6,750 (15 months of coverage). There are several options for pay direct and partial benefits. Drawdown and pay direct amounts are subject to change. Retail Sales Tax (RST) is added where applicable.
Current Benefit Contribution		

\*\* Medical expenses must be medically necessary, reasonable and customary in the circumstances.