



**2011- 2013
AGREEMENT**

JANUARY 1, 2011 to DECEMBER 31, 2013

AGREEMENT

INTER-KRAFT CONTRACTING LTD.

and

**INTERNATIONAL BROTHERHOOD OF BOILERMAKERS,
IRON SHIP BUILDERS, BLACKSMITHS, FORGERS
& HELPERS LODGE 359**

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2011-2013 AGREEMENT

BETWEEN:

**INTER-KRAFT CONTRACTING LTD.
R.R. #1 2365 GODFREY ROAD
NANAIMO, BC**

AND

**INTERNATIONAL BROTHERHOOD OF BOILERMAKERS,
IRON SHIP BUILDERS, BLACKSMITHS,
FORGERS & HELPERS, LODGE 359**

This Agreement, governing wages and working conditions in the Company's fabricating shop, shall govern relations between the Company and the Union.

ARTICLE 1:00 RECOGNITION, SCOPE AND PURPOSE OF AGREEMENT

- 1:01 The Company recognizes the Union as the sole bargaining agent for all its employees, as duly certified under the Industrial Relations Act.
- 1:02 The Union agrees to cooperate with and assist in every legitimate way, the Company to conduct a successful business, bearing in mind that both parties must give service to the public.
- 1:03 The purpose of this Agreement is to stabilize the industry, and to promote peace and harmony between the Company and the Union, and to facilitate the peaceful adjustment of all disputes and grievances, to prevent strikes and lockouts, waste expense, and avoidable and unnecessary delays.

ARTICLE 2:00 MANAGEMENT

The union recognizes and agrees that:

- 2:01 The management and operation of the plant and the direction of the working forces are vested exclusively in the Company.
- 2:02 It is the exclusive function of the Company to hire, promote, demote, transfer, discipline, or discharge for cause, employees in the bargaining unit, subject to the provisions of this agreement.
- 2:03 The Company has the right to make and alter rules and regulations to be observed by the employees, provided they are not inconsistent with this Agreement.

2:04 Nothing in this Article shall be interpreted to prejudice other unspecified traditional rights of the Company.

ARTICLE 3:00 ACCESS BY UNION

3:01 Authorized Agents of this Union shall have access to the employer's establishment during working hours for the purpose of adjusting disputes, investigating work conditions, and ascertaining that the Agreement is being adhered to in the operation. Management to be notified before entering shop or plant.

ARTICLE 4:00 UNION SECURITY

4:01 The Company agrees as a condition of employment that all employees covered by this Agreement shall be or become members of the Union within thirty days after employment. All employees who become members of the Union shall remain members of the Union during the term of the Agreement. See Letter of Understanding.

4:02 The Company will deduct from each employee, in accordance with Chapter 122, Section 10, of the Industrial Relations Act, 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 the local lodge of the Union as designated by it with its Constitutional Provisions.

4:03 In the event that new or substitute employees are required; the Union shall be given first opportunity to supply the required employees. If the Union is unable to supply the required employees within forty-eight (48) hours, the Company may obtain same elsewhere.

4:04 All new, substitute and/or casual employees, as a condition of employment shall sign a form authorizing the deduction of dues or levies, and initiation or reinstatement fees of the Union. Such signing shall be carried out at the Union office or by the Shop Steward prior to the commencement of employment.

4:05 All new employees who work five (5) days or more shall, as a condition of continued employment pay dues for that month. Such dues shall be deducted from the new employees' first pay period and forwarded with the next regular dues remittance to the Union.

4:06 Upon completion of thirty days' employment, the employer shall deduct from the new employee the remaining levies, and initiation or reinstatement fees of the Union.

4:07 All deductions are required under this Article shall be made in each calendar month the employee is employed by the Company.

The monies so deducted shall be forwarded by the Company to the Secretary-Treasurer of the Union once each month, accompanied by a statement listing the names of the employees and their Social Insurance Number, for who deductions were made and the amount of each deduction.

ARTICLE 5:00 HOURS OF WORK

5:01 Eight hours (8) shall constitute a day's work from 7:30 a.m. to 4:00 p.m. on the regular shift.

5:02 When two shifts are employed, the second shift shall immediately follow the first shift and shall be paid eight (8) hours' pay for seven and one half (7½) hours' work plus a bonus of 3% per hour earned.

5:03 When three shifts are employed the third shift shall immediately follow the second shift and shall be paid eight (8) hours pay for seven (7) hours work plus a bonus of 4% per hour earned.

5:04 For the purpose of defining the work week, it shall be from 8:00 a.m. Monday to 8:00 a.m. Saturday.

5:05 The starting time and lunch period may be changed by mutual consent.

5:06 (a) When an employee is required to change to the second or third shift it shall be for a maximum of four (4) weeks. Unless the job requires the specialized skills of an employee, then the change shall be for the duration of that job.

(b) When there is a requirement to hire additional employees for the afternoon shift it is understood that these employees shall remain on that shift with no change as set out in Section 5:06 (a) of this Agreement.

Additional Shifts. If an employee is moved more often than from one shift to another shift and back to his original shift in one calendar week, he will be paid double rate for the balance of that week.

ARTICLE 6:00 OVERTIME

6:01 Time worked in excess of standard hours of work as herein specified shall be paid at overtime rate and;

(a) All overtime shall be paid at one and one-half (1 ½ x) times their regular rate.

(b) All employees shall be paid at one and one-half times their regular rate for any hours worked on Saturday and two times their regular rate for any hours worked on Sunday.

6:02 An employee shall have seven and one-half (7 ½) hours rest between shifts. In the event that an employee is recalled to work before seven and one-half (7 ½) full hours elapse, he shall be paid the appropriate overtime rates for work performed after recall.

6:03 Employees called to work on Saturday, Sunday or a Recognized Holiday shall receive a minimum of four (4) hours pay at the prevailing overtime rate.

6:04 Overtime shall be distributed equally among the employees in that particular job classification who have signified voluntarily that they wish to work overtime. The Shop Steward to be notified at least two (2) hours in advance by the Foreman of manpower requirements where possible.

ARTICLE 7:00 RECOGNIZED HOLIDAYS

7:01 The employer agrees to provide all employees with the following recognized holidays.

- | | |
|---------------------|--|
| 1. New Year's Day | 7. Thanksgiving Day |
| 2. Good Friday | 8. Remembrance Day |
| 3. Easter Monday | 9. Christmas Day |
| 4. Commonwealth Day | 10. Boxing Day |
| 5. Labour Day | 11. The first Monday in August |
| 6. Dominion Day | 12. Heritage Day (Third Monday in Feb) |

And any day or days so declared by the Federal or Provincial Governments.

7:02 Employees required to work on these holidays shall receive double their regular rate of pay plus one day's pay for the holiday.

7:03 In the event that a recognized holiday falls on a Saturday and/or Sunday the said holiday shall be observed on the following Monday.

7:04 When the 25th or 26th of December falls on a Saturday and/or Sunday compensating normal week days will be observed immediately following the said holiday.

7:05 The period of time recognized as a holiday is the twenty-four (24) hour beginning at 8:00 a.m. on the day recognized as the holiday.

7:06 All employees will receive 6% of their Gross wages, paid on each pay period as compensation for these recognized holidays. All new employees must have worked thirty (30) calendar days with the Company prior to being eligible for this compensation.

ARTICLE 8:00 VACATIONS

8:01 2 weeks after 1 year of service at 4% of gross earnings or 2 weeks period.

3 weeks after 2 years of service at 6% of gross earnings or 3 weeks period.

4 weeks after 7 years of service at 8% of gross earnings or 4 weeks period.

5 weeks after 14 years of service at 10% gross earnings or 5 weeks period.

8:02 **Vacation Eligibility:** Vacation eligibility shall be calculated to the employee's anniversary date with the Company.

8:03 The entitlements of an employee under this Article shall at no time be less beneficial than those he would be entitled to under the provisions of any Government legislation or any orders or regulations made there under.

8:04 When a recognized holiday falls within an employee's scheduled vacation, he shall receive the pay of a normal shift for the holiday in addition to his vacation pay, or a day off with pay in conjunction with his vacation.

ARTICLE 9:00 LEAVES OF ABSENCE

9:01 The Company agrees to grant leave-of-absence with pay to employees who are designated by the Business Manager of the Union to represent the employees in conference with management of the Company during working hours. This will apply to contract negotiations and grievances. It is understood that during contract negotiations only one employee, who shall be selected by the Union, will be granted leave-of-absence with pay.

9:02 An employee who is required to attend a Union Convention or perform any other function on behalf of the Union, necessitating a leave-of-absence shall, upon application, be granted

leave-of-absence by the Company without loss of seniority. It is also agreed that only one employee be absent at one time to attend such Union function.

- 9:03 If any employee is selected for Jury Duty, the Company shall grant the employee leave-of-absence with pay, which shall be the difference between his regular pay and monies received for Jury Duty for any employee who has six (6) months or more continuous service for a maximum term of five (5) days.
- 9:04 **Bereavement Pay:** On the death of a father, mother, wife, brother, sister, child, mother-in-law, father-in-law, grandparents and grandchildren of an employee, the employee so affected shall be granted three (3) days leave-of-absence with pay, provided they are working days. If an employee does not attend or arrange the funeral he shall be granted one (1) day leave-of-absence.
- 9:05 **Call Time:** All employees called to work after their normal shift hours during the week, shall be guaranteed two hours pay at one and one-one half (1 ½ x) time rates.

ARTICLE 10:00 WAGES

- 10:01 Classifications and wages shall be those agreed upon and set out in Appendices "A" attached hereto and forming part of the Agreement.
- 10:02 **Pay Day:** The Company shall, no later than the Friday following the pay period pay to each employee all wages (as accounted for and properly submitted to the pay office on timesheets (10:04)) earned by the employee in the pay period prior to the date of payment provided the employee in the pay period prior to the date of payment provided that if a recognized holiday falls on the regular pay day, payment will be made the preceding day. Payment of wages will be by electronic direct deposit if possible. In the event that an employee is laid off, the Company shall pay such employee, not later than on the next Pay Day after he is laid off, all wages earned by such employee, excluding authorized deductions.
- 10:03 **Pay Statement:** The Company will issue to each employee a separate or detachable itemized statement with each pay showing separately the number of overtime hours worked and the respective hourly rate applicable thereon. The statement shall also show the total wages for the pay period and the total deductions there from.

- 10:04 An employee shall be required to fill out time slips that clearly account for time spent by Job number daily, on Company time, if the company so requests.
- 10:05 **Wages by Classification:** If an employee is assigned to a job in a higher classification than his regularly assigned job, he shall receive the rate of pay for such higher classification for the period of time he is assigned to the higher classification. The clause shall not apply during an agreed training period.
- 10:06 The pay period shall be defined as starting at 12:01 AM Sunday consecutively until 12:00 PM the following Saturday.

ARTICLE 11:00 OUTSIDE WORK

- 11:01 It is agreed that when the Company engages in work within the Boilermakers' jurisdiction, such work shall be subject to the terms and conditions of the Boilermaker Standard Construction Agreement with the Company.
- 11:02 **WORK OFF COMPANY PREMISES**
Employees engaged in all other work off Company premises, except as defined and provided for in Article 11:01 shall be governed by this
- 11:02 (a) For the purpose of this Article, off Company premises will be defined as work that is performed at sites that are North or West of the Intersection of The Inland Island Highway and The Port Alberni Highway, or are South of the intersection of the Trans Canada Highway and Westholm Roads. Sites within these boundaries will be understood to be on Company premises and are considered exempted from the provisions of Article 11:00.
- 11:02 (b) In the instance of such work as defined in 11:02 can be completed within 10 working hours, all travel time to and from the site will be at rate as long as the total hours (work + travel) do not exceed 14 hours.
- 11:02 (c) In the instance that such work as defined in 11:02 cannot be completed within the 14 hours defined in 11:02(b), the company will pay a daily allowance of \$80.00 (GST included) for the first day and each subsequent day worked at that site.
- 11:02 (d) Normally daily work hours will be 10 hours at Work sites defined in 11:02 unless otherwise mutually agreed upon.

Premium rates will be paid for any hours over 40/ pay period, travel times excepted.

- 11:02 (e) Where a site is within the boundaries as defined in 11:02(a), travel to and from the site will be the responsibility of the employee.

ARTICLE 12:00 HEALTH & WELFARE

- 12:01 The Company agrees to pay an amount equal to \$420.00 per month for each employee covered by this Agreement to cover the cost of the Boilermaker Shop Health and Welfare Plan. This payment to be paid in advance of the first working day of each month.

No payment will be made for the month in which an employee is hired and no additional payment will be required for overtime.

It is agreed that the Company shall pay to the Boilermakers' Health and Welfare Plan, premiums up to three (3) months while an employee is on weekly indemnity, and for the duration of the claim on Compensation claims, and one month immediately after the month of layoff.

- 12:02 It is recognized that at some future date during the term of this Agreement the Boilermaker Health & Welfare Administrator may recommend an increase or decrease in the present contribution rate to the Fund. Should this occur, the employer shall adjust the rate of contributions accordingly.

ARTICLE 13:00 SENIORITY

- 13:01 The principle of seniority shall govern layoffs and rehire. The employer shall give first consideration to those employees with the greater length of service subject to the following conditions:

- 13:02 An employee shall not be entitled to seniority rights until he has been continuously employed for a period of thirty (30) days and then his seniority shall date back to the time of hiring. It is recognized by both parties that the purpose of the probationary period is to allow the Company to assess an employee's suitability for employment.

- 13:03 In cases of increasing or decreasing force, the Company shall practice and apply the principal of seniority rights by departments, and/or classification of work.

- 13:04 An employee shall not suffer loss of seniority because of absence due to sickness, accident, or otherwise, if such absence is

approved or authorized by the Company. If an employee finds that he is unable to report for work, he should notify the Company as soon as possible, preferably before the end of his first missed shift.

- 13:05 During a prolonged absence from work due to an accident or injury, covered by Workers' Compensation, an employee will continue to accrue seniority for a period of time provided that he will not continue to accrue seniority after the date at which he would normally have been laid off if he were at work.
- 13:06 An employee shall continue to accrue seniority if off on non-compensable sickness for a period of six (6) months unless he would have normally been laid off before the six month period.
- 13:07 An employee who has seniority shall maintain his seniority on layoff up to a period of six (6) months provided the employee accepts employment on recall.
- 13:08 Employees on the seniority list with twelve (12) months or more of seniority will, if recalled to work, be guaranteed a minimum of five (5) days work, or pay equivalent thereto.
- 13:09 The Chairman of the Shop Committee (Shop Steward) shall be given a list of those members to be laid off prior to the time of layoff. "Prior" shall mean reasonable time for the Shop Committee to ensure the conditions of this Agreement are complied with.
- 13:10 Seniority will be cancelled if an employee:
- (a) voluntarily quits his job;
 - (b) fails to report for work within three (3) days after receipt of a registered letter recalling him to work;
 - (c) is discharged and not reinstated under the terms of this agreement;
 - (d) is on layoff for a period in excess of six (6) months.

ARTICLE 14:00 SHOP COMMITTEE

- 14:01 The importance of the union maintaining at all times a Shop Committee consisting of qualified employees of the Company familiar with plant conditions, is required.
- 14:02 The selection of the Shop Committee is recognized as a function of the Union. The Chairman of the Committee shall be the Shop

Steward. The Company agrees that the Shop Stewards shall not suffer any discrimination by reason of holding such offices. It is deemed important that, in the event of a lay-off, they shall be the last man in their classification to be laid off.

14:03 At least one (1) member of the Shop Committee shall act on a Safety Committee. This appointment to be rotated every six (6) months.

ARTICLE 15:00 SAFETY AND HEALTH

15:01 The Company will supply suitable accommodations where employees may have their lunch and change rooms.

15:02 Adequate washroom facilities shall be provided by the Company and kept in sanitary conditions. Employees will co-operate by observing the simple rules of cleanliness.

15:03 The Company agrees to supply working gloves or mitts to all employees as required. The Company will also furnish dark or clear flash glasses to employees. All employees will be responsible for the safety glasses issued to him under his signature and such glasses must be returned to the employer on or before the completion of his employment. In any case where the employee fails to return the glasses issued to him, the employer may deduct the cost of this item from the employees pay.

15:04 The Company will provide and maintain adequately heated lunch/coffee room.

15:05 Any employee suffering injury on the job must report

(a) immediately to the First Aid Department (Attendant) or as soon thereafter as possible and also report to his Foreman on returning to work.

15:06 **Injured Employee- Daily Earnings:** Employees involved in time loss accidents while on the job shall receive seven and one-half (7 ½) hours pay at his classified rate for the day of the accident. If an employee is required to take time off while on the job to consult a doctor with regard to any compensable injury he has received on the job, he shall be paid for time off provided a doctor's letter or note is supplied and he returns to complete the day's work, if practical.

15:07 All employees, as well as the Company, shall observe the simple rules of good housekeeping and sanitation.

- 15:08 It is recognized and agreed that safety of employees is the mutual responsibility of the employees and the employer and that the Safety Committee should devise plans for the furtherance of safety measures including recommendations and, if necessary, recommendations of a disciplinary nature for the enforcement of such safety measures.
- 15:09 Foreman shall sign a safety slip before any employee proceeds to work on any vessel or tank which has contained explosive or inflammable materials.
- 15:10 The Company shall furnish all rubber gloves, rubber aprons, rubber boots, and respirators; also eyewash and acid neutralizer to be made available when the nature of the job requires their use.
- 15:11 The Company shall supply coveralls to shop members in good repair and of suitable fitting, which shall be cleaned once a week at no expense to the employee. All employees shall sign for and be responsible for his coveralls.
- 15:12 Employees working alone. No employee covered by this Agreement shall be required to work alone on any shift or any overtime work.
- 15:13 Cleanup time. Employees will be allowed five (5) minutes personal cleanup time at the end of each shift.
- 15:14 Boot Allowance. The Company shall pay a maximum of one hundred and twenty (\$120.00) once per year after six (6) months of service for safety toe work boots for all employees.
- 15:15 The Company will pay each employee fifty (\$50.00) dollars in the first pay period of January each year to help offset cost of rain gear. Employees will be responsible to maintain said gear.

ARTICLE 16:00 GENERAL PROVISIONS

- 16:01 Any rights and privileges of employees now in effect, but not specifically mentioned in this Agreement, shall be continued and no changes shall be put into effect until mutually agreed upon by the Company and the Union.
- 16:02 **Tools and Tool Storage:** Tools and tool boxes (lockable) shall be supplied by the Company at no cost to the employees, with the understanding that all tools will be used and maintained in a proper manner. Worn out or broken tools shall be returned to the tool room in order to receive replacements. Tools that can't be accounted for at the end of the year or on termination shall be the

responsibility of the employee, and 60% of the original cost shall be deducted from his pay cheque.

16:03 When the Company finds it necessary to layoff or discharge a Shop Steward, the Business Manager of the Union shall be notified prior to such layoff or discharge.

16:04 **Overtime Meal:** Where an employee works overtime for less than two (2) hours immediately following the:

(a) regular shift finishing time, he shall receive a ten (10) minute coffee break which shall count as overtime worked. Where an employee works more than two (2) hours he shall receive thirty (30) minutes for a meal break which shall count as overtime worked. The Company is to supply a hot meal at no expense to the employee. Where an employee continues to work overtime he shall be entitled to an additional meal and meal breaks every four (4) hours after the first-hour break, and all such meal breaks shall count as overtime worked.

(b) Also, it is agreed that, when possible, the Company will notify employees who have agreed to work over their regular shift at least two (2) hours before the end of their shift.

16:05 Employees shall take orders from the Plant Manager or Superintendent only when their immediate Foreman or Charge Hand are absent from the shop. However, should management require an engineer, or specialist, the shop members when directed by their immediate supervisor will take instructions or directions from said people.

16:06 When employees are notified eight (8) hours prior to the commencement of their regular shift not to report for work, there shall be no wages paid. When employees are not notified eight (8) hours prior to the commencement of their regular shift and do report for work and are sent home, they shall be paid two (2) hours wages at straight time pay with the exception of Saturdays, Sundays, and/or Recognized Holidays which shall be paid at prevailing overtime rates. When employees have commenced working and are sent home prior to a lunch period, they shall receive four (4) hours wages at straight time rates with the exception of Saturdays, Sundays and/or Recognized Holidays which shall be paid at the prevailing over-time rates. Employees who start work after the lunch period and are sent home shall be paid for three and one-half (3 ½) hours at straight time rates except on Saturdays, Sundays and/or Recognized Holidays which shall be paid at prevailing overtime rates

16:07 The Company shall inform the Shop Stewards of all new job openings so that the shop members may have the first opportunity to apply, providing in the opinion of the Company, the member has the necessary qualifications.

ARTICLE 17:00 GRIEVANCE PROCEDURE

17:01 Any dispute under this Agreement shall be settled under the Grievance Procedure as set out and provided for in the Labour Code of B.C. Act. "Grievance" means any differences between the parties bound by this Agreement concerning the interpretation, application, operation, or alleged violation thereof, and "Party" means one of the parties to this Agreement.

17:02 All grievances shall be finally and conclusively settled without stoppage of work in the manner following:

- (a) To solve a grievance, an employee shall first, with his Shop Steward discuss it with his Foreman or Supervisor.
- (b) Failing settlement within three (3) days of a grievance under Clause (a) the particulars shall be set forth in writing by the party and processed with an official of the Company.
- (c) Failing settlement within three (3) days under Clause (b) it shall then be processed by an officer of the Union with an official of the Company.
- (d) If the grievance is not resolved pursuant to Clause (c), within seven (7) days, or such longer term as the parties agree to, then it shall be referred to an Arbitration Board of three (3) persons as follows:
 - 1. The party desiring the arbitration shall appoint a member for the Board and shall notify the other party of its appointment and particulars of the matter in dispute.
 - 2. The party receiving the notice shall within five (5) days thereafter appoint a member for the Board and notify the other party of its appointment.
 - 3. The two arbitrators so appointed shall confer to select a third person to be Chairman and, failing to agree within three (3) days of a person willing to act, either of them may apply to the Industrial Relations Board to appoint such a third member.

The Arbitration Board shall sit, hear the parties, and make its award within ten (10) days from the date of appointment of the Chairman, provided the time may be extended by agreement of the parties. The Board shall deliver its award to each of the parties and the award of a majority of the Board shall be the award of the Board and shall be final and binding upon the parties and they shall carry it out forthwith.

17:03 Each party shall pay its own cost and expenses of arbitration; the remuneration and disbursements of its appointee to the Board, and one-half (½) of the compensation and expenses of the Chairman and of the stenographer and other expenses of the Board.

ARTICLE 18:00 TECHNOLOGICAL OR PROCEDURE CHANGES

18:01 In the event the employer proposes the introduction of equipment in its operation requiring specialized training, the employer agrees to give first opportunity to employees then on the payroll through the job posting procedures of this Agreement, to operate this equipment and/or train to operate the equipment, the employer further agrees to notify the Union as soon its final decision is made as to the introduction of new equipment or any procedural change.

18:02 It is agreed that when an employee is displaced by reason of technological change the displaced employee shall receive two (2) weeks pay for each year or part thereof of service with the Company.

18:03 Any dispute arising out of technological changes shall be settled through the grievance procedures set forth in this Agreement.

ARTICLE 19:00 SAVING CLAUSE

19:01 No provisions of this Agreement shall be used to remove working conditions or reduce wages presently in force.

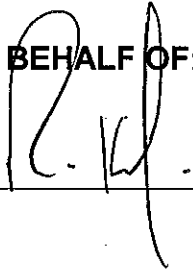
19:02 Should any part thereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by a decree of a court competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and such remaining portion shall continue in full force and effect.

- 19:03 **Non-Bargaining Unit Employees - Working.** No employee outside the Bargaining Unit will use hand tools or do work which is normally done by employees of the Bargaining Unit except when instructing or training employees or in the development of new pieces of equipment or in an emergency beyond the control of the Company. Such work shall not displace or replace any member of the Bargaining Unit.
- 19:04 **Work Retention and Sub-Contracting.** Where the Company's facilities, space, and trained personnel are available, the Company shall continue to have all work which is presently performed by employees of the Bargaining Unit, retained and performed by employees of the Bargaining Unit.
- 19:05 **Picket Line.** It shall not be considered a violation of this Agreement for an employee to refuse to cross a picket line which has been established as a result of a bona fide labour dispute between a recognized Trade Union and an employer with whom the picketing union has a dispute.
- 19:06 The Union reserves the right to render assistance to other Labour Organizations.

ARTICLE 20:00 DURATION OF AGREEMENT

- 20:01 This Agreement shall be effective from January 1, 2011 and continue in full force and effect until December 31, 2013 and continue in effect thereafter from year to year unless written notice of intent to terminate or amend the Agreement is received sixty (60) days prior to the Anniversary Date.
- 20:02 Within ten (10) days after receipt of any notice given pursuant to this Article by either party, the parties of this Agreement shall commence negotiations. During the period of negotiations, this Agreement shall continue in full force and effect.
- 20:03 It is mutually agreed by the parties hereto specifically to exclude from this Agreement the provisions of Section 66 (2) of the Industrial Relations Act, and it shall not be applicable to this Collective Agreement.

SIGNED ON BEHALF OF:



THE UNION

INTERNATIONAL BROTHERHOOD OF
BOILERMAKERS, IRON SHIP BUILDERS,
BLACKSMITHS, FORGERS AND HELPERS LODGE 359



THE COMPANY

INTER-KRAFT CONTRACTING LTD.

DATE: DEC 24th, 2010

APPENDIX "A"

WAGES

GROUP CLASSIFICATIONS	JANUARY 1, 2011	JANUARY 1, 2012	JANUARY 1, 2013
Lead Hand	\$28.92	\$29.49	\$30.07
Journeyman Fabricators, Ticketed Pressure Welders	\$27.80	\$28.35	\$28.91
Fabricator/Production Welder, Provincial Level "C"	\$24.76	\$25.25	\$25.75
Machine Operator General/Welder (CWB)	\$21.03	\$21.45	\$21.87
Helper	\$17.57	\$17.92	\$18.28

LETTER OF UNDERSTANDING

BETWEEN

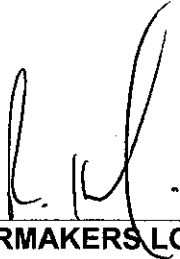
INTER-KRAFT CONTRACTING LTD.

AND

**INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP
BUILDERS, BLACKSMITHS, FORGERS AND HELPERS
LODGE 359**

REGARDING: Exclusion from Bargaining Unit

It is understood and agreed that Craig Abbott, Local 276 Sheet Metal Union will remain outside the bargaining unit. However, from time to time he will be required to assist the Boilermakers and/or vice versa, that is, the Boilermakers will be required to assist them in the performance of their duties.



BOILERMAKERS LODGE 359



INTER-KRAFT CONTRACTING LTD.

LETTER OF UNDERSTANDING

BETWEEN

INTER-KRAFT CONTRACTING LTD.

AND

**INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP
BUILDERS, BLACKSMITHS, FORGERS AND HELPERS
LODGE 359**

REGARDING: Labels

It is recognized by the Union that the Employer may at various times, secure contracts that would necessitate the "UA Label". As a result the Union hereby affirms to co-operate and assist the Employer to complete this work in a manner that will ensure that the affected parties are accommodated.



BOILERMAKERS LODGE 359



INTER-KRAFT CONTRACTING LTD.

LETTER OF UNDERSTANDING

BETWEEN

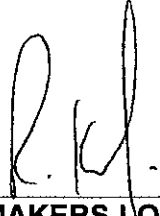
INTER-KRAFT CONTRACTING LTD.

AND

**INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP
BUILDERS, BLACKSMITHS, FORGERS AND HELPERS
LODGE 359**

REGARDING: Enabling Clause

Where a particular Article or Articles of this Collective Agreement is or are found to work a hardship for a particular project, the terms and conditions of this agreement for that project, may be modified by the mutual consent of the Union and the Company, when they deem it prudent. It is understood and agreed that where mutual agreement for such change cannot be achieved, the request shall not be subject to either grievance or arbitration.



BOILERMAKERS LODGE 359



INTER-KRAFT CONTRACTING LTD.