



MEMORANDUM OF AGREEMENT OVERLAY – METALIZING

ARTICLE 1.00

It is expressly understood and agreed that the application of the provisions of this agreement shall be confined entirely to work performed by any contractor member of the Boilermaker Contractors' Association for all provinces except Quebec (BCA) in connection with the preparation of the site, plant equipment, or Employer equipment and the operation of the Employer's specially designed equipment in the application of the overlay or metalizing process to existing plant equipment (i.e. duct, boilers, tanks, vessels, shafts, fans, etc.). It is further understood and agreed that all work performed by the Employer within the jurisdictional claims of the International Brotherhood of Boilermakers (IBB) and shall be performed in accordance with the rules and provisions of the local or area agreement covering such work.

ARTICLE 2.00

The Employer may use members of the IBB regularly employed by the Employer that are specifically trained to operate the aforesaid specially designed equipment on all work as set forth in Article 1.00 above, in any and all locations or areas in Canada within the scope of the IBB's charter; provided, however, that the Employer and the Local Union establish training on their specific equipment at either the local union training facilities or the Employer's properties to achieve sufficient and qualified local personnel wherever possible and when available.

ARTICLE 3.00

This MOA will only be afforded to those companies prepared to establish a physical Canadian operation with a focus on training to provide jobs for Canadian Boilermaker welders. To that end any company requesting participation in this MOA prior to sign-on will be required to provide a transition plan clearly stating how the U.S. Technicians will eventually be replaced by Canadian Boilermaker welders within a stipulated time frame. Any and all other Articles, Terms and Conditions of the area labour construction agreement shall apply.

ARTICLE 4.00

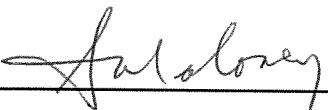
Any and all funds referenced in the area construction labour agreement shall be paid in accordance with the said labour agreement. This would include but is not limited to pension funds, health and welfare funds, apprentice training funds, BCA administration funds and any other union monetary funds including union dues and field dues. Any and all such funds will be paid by means of hours earned. These rates can be used by the Employer in the performance of maintenance, shutdown and/or turnaround applications. The area maintenance agreement, if applicable, will prevail for any monetary provisions.

ARTICLE 5.00

This agreement shall become effective May 10, 2017 and will remain in effect until June 30, 2020 and from year to year thereafter unless written notice to terminate or amend the agreement is filed by either Party at least ninety (90) days prior to the expiration date.

Dated this 15th day of May, 2017.

**INTERNATIONAL BROTHERHOOD
OF BOILERMAKERS (IBB)**



JOSEPH MALONEY

**BOILERMAKER CONTRACTORS
ASSOCIATION (B.C.A.)**



MARTY ALBRIGHT