

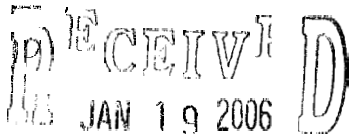
# ARTICLES OF AGREEMENT

BETWEEN

**UNIVERSAL INDUSTRIES CORP.**

LLOYDMINSTER, ALBERTA

(Hereinafter referred to as the Company)



And The

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

(Hereinafter referred to as the Union)

**Effective: June 1, 2005 – May 31, 2008**

11348(05)

# TABLE OF CONTENTS

## ARTICLES OF AGREEMENT

Preamble			3
Article	1	Recognition and Scope of Agreement	3
Article	2	Management Rights	3
Article	3	Union Security & Employee Rights	4
Article	4	Hours of Work	5
Article	5	Shift Work	6
Article	6	Overtime and Statutory Holidays	6
Article	7	Annual Vacations	2
Article	2	Seniority	8
Article	9	Safety and Working Conditions	9
Article	10	Wages, Health & Welfare, Pension and CEFAP	11
Article	11	Shop Committee	12
Article	12	Grievance Machinery and Arbitration	13
Article	13	No Strike or Lockout	14
Article	14	Duration of Agreement	14
Appendix	" A	Work Classifications and Wages	16
Appendix	"B"	Health and Welfare	18
Appendix	"C"	R.R.S.P.	19
Appendix	"D"	Letter of Intent -- Facilities	20
Appendix	"E"	Memorandum of Agreement -- Union Label	21

## PREAMBLE

Whereas it is the intent and purpose of the parties to this agreement to promote harmony between the Company and its employees and to increase the efficiency of the operations and facilities so that the employees and the Company may mutually benefit; and to provide procedures for the prompt, peaceful and equitable adjustment of differences which arise; and also to set forth herein the agreement between the Company, the Union and the employees of the Lloydminster shop concerning rates of pay, hours of employment and other conditions of work to be observed by the parties to this agreement.

Now, therefore, in consideration of the premises and the mutual agreements hereinafter stated, it is agreed as follows:

## ARTICLE I RECOGNITION AND SCOPE OF AGREEMENT

- 1:01 The Company recognizes the Union as the sole bargaining agent for all hourly rated production and maintenance employees in the performance of all fabrication and repair work except office staff, foremen with the right to hire and fire and those above that rank.
- 1:02 Believing that both parties **must** give service to the public, the Union agrees to co-operate with and assist the Company in every legitimate way to conduct a successful business.
- 1:03 This agreement shall cover all hourly paid employees **as** listed in "Appendix **"A"**- WORK CLASSIFICATION **AND** WAGES" - attached hereto and made a part hereof, who are within the jurisdiction of Local 146 and shall pertain to no other.

## ARTICLE 2 MANAGEMENT RIGHTS

- 2:01 The Union agrees that it is the function of the Company to exercise the usual functions of management, including, but not so as to restrict the generality of the foregoing the right to conduct its business in all respects in accordance with its commitments and responsibilities, including the right to manage jobs, locate, extend, curtail or cease operations, to determine the number of men required at any or all operations, to determine the kinds and location of machines, tools, and equipment to be used and the schedules of jobs and work, to classify and judge the suitability of employees for various types of work and to maintain order, discipline and efficiency. To select, hire,

discharge, transfer, promote, layoff or otherwise discipline employees.

2:02 It is agreed that these functions shall not be exercised in a manner inconsistent with the express provisions of this agreement.

### **ARTICLE 3 UNION SECURITY AND EMPLOYEE RIGHTS**

3:01 Any employee who is a member of the Union on the effective date of this agreement, or who becomes or who is reinstated as a member of the Union, shall, as a condition of employment, maintain his membership in the union during the term of this agreement.

3:02 Each new employee shall be furnished with a copy of this agreement and the deduction authorization form and an official application for membership form and will be informed of the name of the Union which represents him and the names of the shop steward and the shop committee and such new employees will, as a condition of employment, be required to execute the deduction authorization form to cover the amount equal to the monthly dues established by the union, which will be deducted by the Company after four **((4))** days of employment. All new employees must sign deduction authorization forms authorizing checkoff of dues, before going to work.

3:03 The Company shall deduct, in accordance with the Alberta Labour Relations Code, the amount of initiation fees, dues and assessments as may be authorized by the Employees. Such dues, initiation fees and assessments shall be deducted from the first pay period of each month and forwarded to the Secretary-Treasurer of Local 146, before the fifteenth (15) day of the month. The shop steward shall be furnished with a list of all new employees every two (2) weeks.

3:04 Disciplinary action may take place for just cause, normally commencing with a written warning except for serious incidents. When an employee is to receive written notice of discipline in the form of a written warning, suspension, or dismissal, the employee and shop steward shall be advised in advance. The employee shall have the right to have a shop steward present at the meeting (except in situations a shop steward is not available on the shift). The shop steward will be provided with a copy of all written notices of discipline, Any written disciplinary documents will be removed from the file two **(2)** years from the date of issue provided the employee has not had any further disciplinary incidents during this period.

3:05 (a) When Employees are to be used on outside construction where the Boilermakers Union employees are on a site that has a Union Site Agreement, the applicable rate for similar

classifications will be paid for work on the site. The seniority of such employees shall continue as though they were still employed in the shop.

- (b) Notwithstanding 3:05 (a), in the case of a non-union or open site, when another contractor that is signatory to the Boilermaker Contractor Association arrives on the site during the Company's work, the employees will continue to receive the rates according to "Appendix A .

## **ARTICLE 4 HOURS OF WORK**

- 4:01 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.
- 4:02
  - (a) The normal work day shall start at 8:00 a.m. The work schedules will be posted by the Company on a bulletin board provided by the Company, setting forth any changes in starting or quitting time or shifts. (The bulletin board may also be used by the Union for posting routine notices of meetings or announcements.)
  - (b) ~~In~~ periods when overtime is not required to meet customer schedules (excluding customer service centers), the Company will make its best effort to schedule hours of work on payday or long weekend Fridays as follows; 7:00 a.m. to 3:30 p.m.
- 4:03 Notwithstanding the above, a compressed work week of four (4), ten (10) hour days may be worked at straight-time rates. The normal work day shall start at 7:00 a.m.
- 4:04 An hourly rated employee who reports for work and is sent home for that day by reason of some breakdown, inclement weather, or cause for which he is not responsible shall be paid for the actual time worked, or for four (4) hours, whichever is greater.
- 4:05 Whenever there is a need to have employees work weekend overtime within a classification, the overtime will be offered to:
  - 1) The employee within the classification who normally performs the work.
  - 2) If the employee within the classification is unable to perform the requested overtime, then the Company may, at its option:

- (a) Offer the overtime to other employees who have the ability to perform the work, or
- (b) Assign the overtime to the least senior employee(s) within the classification capable of performing the work required.

Each employee is expected to co-operate in the performance of such work.

## **ARTICLE 5 SHIFTWORK**

- 5:01 When two or three shifts are working, the first or day shift shall be paid at the applicable rates set out in Appendix "A."
- 5:02 When an employee is scheduled to work the second or evening shift (normally from 4:00 p.m. to midnight) he shall be paid a shift premium of two (\$2.00) dollars for each such hour worked. When a third or graveyard shift is scheduled (normally from midnight to 8:00 a.m.) employees shall be paid a shift premium of two (\$2.00) dollars for each hour worked.
- 5:03 Employees will be given a minimum of two (2) days notice prior to any change in shift, except in cases of emergency or work force realignments necessary because of employee absenteeism. The Company reserves the right of placement of personnel on the various shifts, and shifts shall be alternated each two (2) weeks. No employee will be required to work more than two (2) weeks on a second or third shift without change or relief, unless he so desires.
- 5:04 Employees with ten (10) years or more seniority may refuse to work other than day shift. This condition will not apply to employees hired after September 1, 2000.

## **ARTICLE 6 OVERTIME AND STATUTORY HOLIDAYS**

- 6:01 (a) All hours worked on Saturday shall be paid at one and one half (1 1/2) times the regular pay provided the Employee has worked forty (40) hours from Monday to Friday inclusive.

The requirement for forty (40) hours shall be reduced by the number of hours absent for medical reasons verified with a doctor's note or permission to be off has been granted by immediate supervisor or employee is sent home for lack of work.

- (b) All hours worked in excess of the regular scheduled hours, Monday to Friday inclusive, shall be paid at one and one half (1 1/2) times the regular pay.

6:02 Overtime, shall be paid at the rate of double (2) times the employee's basic hourly rate for all hours worked on Sunday.

6:03 There shall be no pyramiding or duplication of premium or additional pay. If an employee is called back to work by the immediate supervisor after normal work hours for any maintenance and repair services requested by a customer, and if such work function is less than two (2) hours, the employee shall be reimbursed for a minimum of two (2) hours.

6:04 When an employee is required to work on a Statutory Holiday, he shall be paid for such work at the rate of one and one-half (1 1/2) times his regular basic hourly rate, or a total of two and one-half (2 1/2) times his regular basic hourly rate for all hours worked on the Statutory Holiday.

6:05 The period of time recognized as a holiday is the twenty-four (24) hour period beginning at the starting time of the regular shift on the day which is recognized as a holiday.

6:06 When the Company requires an employee to work 1.5 hours over their scheduled shift the Company shall reasonably provide such employee with a hot meal and a twenty (20) minute paid meal break, Should the Company fail to provide a hot meal, a twenty-five (\$25.00) dollar meal allowance shall be provided.

The employee shall be given a ten (10) minute rest period before commencing said overtime.

6:07 An employee covered by this agreement will receive regular pay for the following Statutory Holidays when not worked, provided he works the day previous and the day following such holiday, unless permission to be off has been granted by management or by the immediate supervisor:

New Year's Day	Good Friday	Remembrance Day
Family Day	Victoria Day	Christmas Day
Canada Day	Labour Day	Boxing Day
Civic Holiday	Thanksgiving Day	

Such holidays shall be paid at the highest rate between B Welder and Journeyman Welder.

6:08 No work shall be performed on Labour Day, except for the preservation of life or property.

## **ARTICLE 7 ANNUAL VACATIONS**

7:01 The purpose of a vacation is to provide the employee with definite periods of rest each year. Vacation and pay will be granted to employees in accordance with the provisions of the Alberta Labour Employment Standards Code.

7:02 Annual vacations will be as follows:

- Regular employees with one (1) to five (5) years of continuous service -three (3) weeks.
- Regular employees with six (6) years or longer of continuous service - four **(4)** weeks.

Each employee may make an annual declaration to have vacation pay either: 1) on each cheque, or 2) accrued to be paid out at the time of vacation, Vacation pay will be calculated as follows:

- One (1) to five (5) years - 6% of regular wages of the employee in the employ of the Company.
- **Six (6)**to fifteen (15) years - 8% of regular **wages** of the employee in the employee of the Company.
- Sixteen (16) years and longer - 10% of regular wages of the employee in the employ of the Company.

7:03 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 Company in order to insure efficient and continuous operation of the business.

## **ARTICLE 8 SENIORITY**

8:01 Seniority, as referred to in this agreement, shall mean length of continuous service in the employ of the Company, and shall prevail on a Company wide basis, Employees of the Company shall retain their seniority uninterrupted from the date prior to and including receivership.

8:02 All employees are hired on probation; the probationary period to continue for sixty (60) calendar days during which time they are to be considered temporary workers only. If employed continuously for a



period of sixty (60) or less calendar days and then laid off his seniority shall date back to the initial date of hire. Upon completion of the probationary period they shall be regarded as regular permanent employees and shall then be entitled to seniority based on the day on which they were initially hired,

8:03 In all cases of promotion and layoff or recall from layoff, shift work, or apprenticeship, the factors of seniority and ability to perform the required work will be considered. When ability is relatively equal, seniority shall govern.

8:04 Five separate lists of seniority dates for Mechanics, Welders, Helpers, Apprentices and Production Workers shall be supplied quarterly to the Secretary of Local 146.

8:05 Employees laid off shall accumulate seniority, provided the layoff does not exceed one (1) year, after which the employee will lose all seniority rights.

Priority may be given to employees for recall as per specific work area requirements.

8:06 Probationary employees laid off due to lack of work shall receive one (1) days notice or pay in lieu thereof.

Permanent employees laid off due to lack of work shall receive payment or notice applicable to the Alberta Labour Employment Standards Code. The shop steward shall be advised of all layoffs in advance.

8:07 Any employee in the bargaining unit who has been promoted to the position of foreman or supervisor in the shop shall maintain the seniority he had at the time of his promotion.

8:08 A permanent employee's seniority shall be accumulated for a maximum of two (2) years for an absence as a result of sickness covered by a medical certificate or an accident covered by the Workers' Compensation Board. A permanent employee's seniority shall be maintained for a maximum of two (2) years for an authorized leave of absence.

## **ARTICLE 9 SAFETY AND WORKING CONDITIONS**

9:01 The Company agrees to continue to make every reasonable effort to provide safe and healthful conditions of work for employees and to continue its practice of providing necessary safety equipment. The Union agrees to assist the Company in maintaining proper

observation of all Occupation Health and Safety Board rules, laws and regulations, and the Company safety manual.

Employees are responsible for working safely, fully observing safety standards and rules, and the directions of the Company in this respect.

- 9:02 If an employee meets with an accident during working hours, he shall report the accident to his foreman, supervisor or first-aid man and follow his instructions. Should an attending physician deem it not safe for him to continue his work, he shall be paid his regular pay for that full shift provided that the attending physician's report is given to the Company.
- 9:03 At all times, the Company must first be advised before the employee reports to a physician, of all work related injuries and/or suspected work related injuries by reporting to the foreman, supervisor or first aid man prior to completion of the shift. Failure to comply may result in disciplinary action.
- 9:04 The Company may request an employee to provide a doctor's report on his illness if the employee has missed three (3) or more consecutive working days, If a medical report is requested by the Company, the Company shall pay the charge imposed by the Doctor for said report.
- 9:05 The Company agrees to supply employees hand protection, but reserves the right to refuse free issue to any employee who may from time to time be deemed to be abusing the privilege. The Company will provide replacement coveralls to employees involved in specialty work outside his normal working duties, i.e. cleaning out crude tankers.
- 9:06 Employees shall be allowed a ten (10) minute rest period or coffee break during each four (4) or four and one-half (4 1/2) hour work period, i.e. morning, afternoon, evening or night.
- The Company agrees to maintain automobile electrical plug-in facilities for employees' vehicles. The allocation will be handled on a first come, first served basis, in keeping with current practice.
- 9:07 The employee must accept reasonable responsibility for the tools and equipment furnished by the Company and must report the loss of any of these tools and equipment immediately to his superior. Any employee found misusing company tools and equipment may be subject to dismissal. Responsibility for normal wear and tear of tools

and equipment supplied by the Company is accepted by the Company on return of broken or worn tools or equipment.

The Company shall provide adequate protection and storage for all tools and equipment taken out on any job or work.

- 9:08 The foreman shall sign a safe vessel entry permit before any employee proceeds to work on any vessel or tank which has contained explosive or inflammable material.
- 9:09 The Company shall provide tool insurance up to \$1,000.00 for employees providing their own tools with the exception of machinists and mechanics whose insurance will be \$10,000.00, for theft and fire. (To be eligible employees must have a tool list on file, signed by their supervisor.)
- 9:10 Change room, lunchroom, washroom and locker facilities shall be provided by the Company and kept in a sanitary condition. The shop committee and employees agree to co-operate in keeping these facilities sanitary otherwise, at the discretion of management, the facility may be forfeited. Personal effects of each employee shall be covered by fire insurance in the amount of three hundred and fifty (\$350.00) dollars, Locker facilities will be provided with reasonably secure doors.
- 9:11 In the event of the death of an employee's spouse, child, mother, father, brother, sister, grandmother, grandfather, mother-in-law or father-in-law such employee shall receive up to three (3) days off with regular pay when the employee attend the funeral, proof of attendance may be requested, to a maximum of six (6) days per year. Additional time off may be granted with no pay.
- 9:12 In the event an employee is unable to travel to the funeral, the Company will allow for one day of grieving with pay with the mutual agreement between the shop steward and facility manager.
- 9:13 After an employee has been with the Company for a period of thirty (30) days, employees working on June 15 and December 15 of each year shall be paid a coverall allowance of \$150.00 on the first payday following each of these dates.

## **ARTICLE 10 WAGES, HEALTH & WELFARE, PENSION AND CEFAP**

- 10:01 **WAGES** - Refer to Appendix " A
- 10:02 **NEW HIRES** - Refer to Appendix " A

This article does not restrict management from waiving the aforementioned.

10:03 **HEALTH & WELFARE** - Refer to Appendix "B"

10:04 **PENSION** - The Company shall contribute at the rate stipulated in "Appendix A", for each hour worked to the Boilermakers' National Pension Fund (Canada). Employees will qualify for contributions after completion of sixty (60) calendar days of employment.

The current month's contributions shall be remitted by the 15<sup>th</sup> of the following month and must be accompanied by a report showing each employee's name, social insurance number, hours worked and the amount of the contribution.

The Boilermakers' National Pension Fund (Canada) is to be administered by a Board of Trustees having equal representation from a number of the Employer representatives and Union representatives.

10:05 **C.E.F.A.P.** - The Company will contribute on behalf of each employee to the C.E.F.A.P. (Employee Counseling Program).

## **ARTICLE 11 SHOP COMMITTEE**

11:01 The importance of the Union maintaining at all times a shop committee, consisting of qualified employees of the Company familiar with plant conditions, is recognized.

11:02 The selection of the shop committee is recognized as a function of the Union. The committee shall consist of not less than one ~~(1)~~ or more than three (3) employees. The chairman of this committee shall be the shop steward and owing to the nature of his work on the committee, it ~~is~~ deemed important that seniority does not affect his layoff, therefore, in the event of a layoff he shall be second last man off the job, provided that he is qualified to perform the required work. The shop steward shall be given a reasonable length of time to perform his duties. The shop steward shall work days only,

11:03 The shop committee shall act in the capacity of the grievance committee and the names of the committee shall be posted on the bulletin board in the shop by the Union from time to time as the occasion warrants.

11:04 The shop committee shall meet not less than quarterly with the management to review safety and other concerns.

## ARTICLE 12 GRIEVANCE MACHINERY AND ARBITRATION

“ 12:01 **GRIEVANCE PROCEDURE** - It is agreed that grievances will be reduced in writing, if requested, signed by the aggrieved employee or employees and will be presented for the first steps in the grievance procedure within seven (7) working days. The steps for handling grievances will be as follows:

- 1) Between the aggrieved employee(s), the shop committee chairman of the Union and the foreman in the department.

Failure of adjustment, then all grievances must be reduced to writing and handled as follows:

- 2) Between the aggrieved employee(s), the shop committee chairman and the superintendent.
- 3) Between the representative of the Union, with the shop committee chairman and a representative of Management.
- 4) If the above steps have not resulted in a settlement, then the entire matter of the grievance shall be submitted to a grievance committee, comprised of one member appointed by the Company within seven (7) working days and one member appointed by the union within seven (7) days and a third neutral party mutually appointed by the above members, to examine the difficulty complained of and find a solution. This committee shall meet as soon as possible in settlement of any grievance. Should the first two members of the grievance committee not agree on the third neutral member, then the appointment of such third member shall be referred to the Minister of Labour as provided in the Alberta Labour Relations Code. The finding of the committee shall be binding on both parties. There shall be no stoppage of work or lockout by the Company, as per the Alberta Labour Relations Code.

Should any difference of opinion as to the proper interpretation of this agreement or other causes which cannot be settled satisfactorily between a representative of the Brotherhood and the Company arise, then the case must go to arbitration as provided for in the Alberta Labour Relations Code, before any stoppage of work takes place on the part of the employee(s) or any lockout on the part of the Company.

## **ARTICLE 13 NO STRIKE OR LOCKOUT**

- .. 13:01 The Union agrees that there shall be no strike, slowdown or stoppage of work during the life of this agreement and the Company agrees that there shall be no lockout during the life of this agreement.

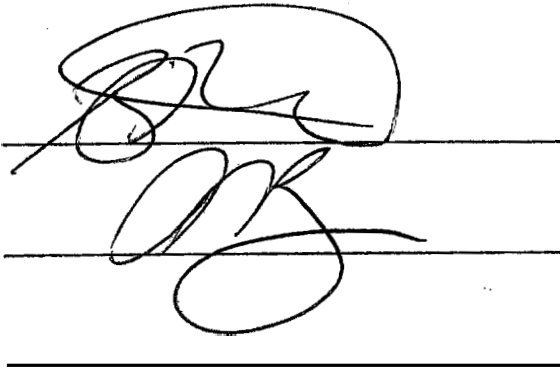
## **ARTICLE 14 DURATION OF AGREEMENT**

- 14:01 This agreement shall become effective June 1, 2005, and shall remain in full force and effect until May 31, 2008 and thereafter it shall be renewed from year to year unless notice for change or termination is given as set forth below.
- 14:02 Either party to this agreement may, not less than sixty (60) days, or not more than one hundred twenty (120) days immediately preceding the expiry date of this agreement, require by notice in writing to the other party by registered or certified mail, to commence collective bargaining for the revision, renewal or replacement of this collective agreement. If notice to negotiate has been given, this agreement shall remain in full force and effect until the commencement of lawful strike or lockout or until the date that a new collective agreement comes into effect.
- 14:03 Notwithstanding 14:02 above, either party to this collective agreement may, not less than sixty-five (65) days and not more than one hundred and twenty (120) days immediately preceding the expiry date of this agreement, serve notice to the other party by registered or certified mail of its intent to terminate this agreement on the expiry date listed in 14:01 above, all in accordance with the provisions of the Alberta Labour Relations Code.
- 14:04 Where a particular article or articles of this collective agreement is or are found to work a hardship for a particular project or specific geographical area, the terms and conditions of this agreement for that project or specific geographical area, may be modified by the mutual consent of the Business Manager 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 grievances or arbitration.

IN WITNESS WHEREOF the parties have executed this agreement this

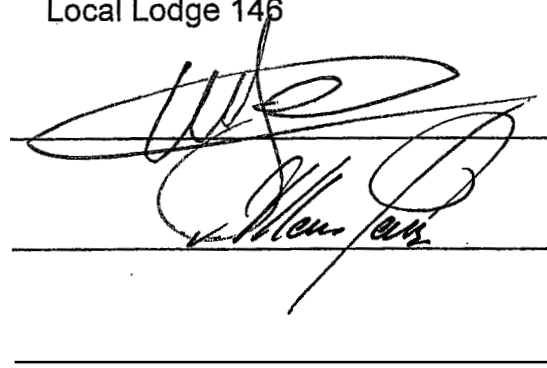
27th day of June, 2005.

Universal Industries Corp.  
Lloydminster, Alberta



Handwritten signature of Universal Industries Corp. on a three-line signature strip.

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



Handwritten signature of International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local Lodge 146 on a three-line signature strip.

## Appendix "A" – Work Classifications and Wages

CLASSIFICATION	June 1, 2005	June 1, 2006	June 1, 2007
Assistant Foreman	\$25.83	\$26.35	\$26.88
Pressure Welder	\$26.09	\$26.61	\$27.14
Journeyman Machinist	\$23.48	\$23.95	\$24.43
Journeyman Welder	\$23.36	\$23.83	\$24.31
Journeyman Electrician	\$22.13	\$22.57	\$23.02
Journeyman Mechanic	\$23.29	\$23.76	\$24.24
Journeyman Fitter	\$22.25	\$22.70	\$23.15
Journeyman Pipefitter	\$22.25	\$22.70	\$23.15
Journeyman Mobile Crane Operator	\$23.36	\$23.83	\$24.31
Mobile Equipment Operator**			
M.E.O.	\$19.67	\$20.06	\$20.46
3 <sup>rd</sup> year (90%)	\$17.70	\$18.05	\$18.41
2 <sup>nd</sup> year (75%)	\$14.75	\$15.05	\$15.35
After 3 months	\$12.88	\$13.14	\$13.40
First 3 months	\$12.71	\$12.96	\$13.22
Painter/Insulator	\$18.95	\$19.33	\$19.72
Production Worker Class 2**			
P W 2	\$20.56	\$20.97	\$21.39
3 <sup>rd</sup> year (90%)	\$18.50	\$18.87	\$19.25
2 <sup>nd</sup> year (75%)	\$15.42	\$15.73	\$16.04
After 3 months	\$12.88	\$13.14	\$13.40
First 3 months	\$12.71	\$12.96	\$13.22
Production Worker	\$18.50	\$18.87	\$19.25
Labourer	\$12.71	\$12.96	\$13.22
Janitor	\$11.06	\$11.28	\$11.51



## Apprentices

Welder			
3 <sup>rd</sup> year (90%)	\$21.02	\$21.45	\$21.88
2 <sup>nd</sup> year (75%)	\$17.52	\$17.87	\$18.23
1 <sup>st</sup> year (60%)	\$14.02	\$14.30	\$14.59
Machinist			
4 <sup>th</sup> year (85%)	\$19.96	\$20.36	\$20.77
3 <sup>rd</sup> year (75%)	\$17.61	\$17.96	\$18.32
2 <sup>nd</sup> year (65%)	\$15.26	\$15.57	\$15.88
1 <sup>st</sup> year (55%)	\$12.91	\$13.17	\$13.44
Mobile Crane Operator			
3 <sup>rd</sup> year (90%)	\$21.02	\$21.45	\$21.88
2 <sup>nd</sup> year (80%)	\$18.69	\$19.06	\$19.45
1 <sup>st</sup> year (70%)	\$16.35	\$16.68	\$17.02
Electrician			
4 <sup>th</sup> year (80%)	\$17.70	\$18.06	\$18.42
3 <sup>rd</sup> year (70%)	\$15.49	\$15.80	\$16.11
2 <sup>nd</sup> year (60%)	\$13.28	\$13.54	\$13.81
1 <sup>st</sup> year (50%)	\$11.07	\$11.29	\$11.51
Pipefitter			
4 <sup>th</sup> year (80%)	\$17.80	\$18.16	\$18.52
3 <sup>rd</sup> year (70%)	\$15.58	\$15.89	\$16.21
2 <sup>nd</sup> Year (60%)	\$13.35	\$13.62	\$13.89
1 <sup>st</sup> year (50%)	\$11.13	\$11.35	\$11.58
Heavy Duty Mechanic			
4 <sup>th</sup> year (90%)	\$20.96	\$21.38	\$21.82
3 <sup>rd</sup> year (80%)	\$18.63	\$19.01	\$19.39
2 <sup>nd</sup> year (70%)	\$16.30	\$16.63	\$16.97
1 <sup>st</sup> year (60%)	\$13.97	\$14.26	\$14.54
PENSION	\$ .50	\$ .75	\$ 1.00
CEFAP	\$ .01	\$ .01	\$ .01
SHIFT WORK PREMIUM			
Evening	\$ 2.00	\$ 2.00	\$ 2.00
Midnight	\$ 2.00	\$ 2.00	\$ 2.00
NEW HIRES			
First 3 months	\$ 1.00 less than applicable rate		

3 to 6 months

\$ .50 less than applicable rate

- \*\*Production Worker Class 2 and Mobile Equipment Operator – All increases are subject to successful performance reviews.
- Journeyman Mobile Crane Operator equal to Journeyman Welder.
- Employees employed by the Company upon ratification will not have their hourly wages decreased in any manner and these employees will receive the same increase in their individual pay rates as negotiated and published in the collective agreement for their classification over the term of the agreement.
- Pressure Welders with five (5) years seniority or better will not be required to take a rate reduction at anytime to the journeyman rate.
- All employees hired after August 30, 1996 will have had to work five (5) years as a "B" Pressure Welder before being exempt from a wage reduction for non "B" Pressure Work.

## **Appendix "B" – HEALTH AND WELFARE**

The Company agrees to provide group insurance, health and welfare, accidental death and dismemberment benefits, at no cost to the employees. Coverage would include group insurance benefits to each regular, hourly paid employee of \$20,000.00 - life insurance, and \$20,000.00 - accidental death insurance and weekly indemnity insurance equivalent with the U.I.C. weekly rate - \$1,200.00 per month (maximum) long term disability to age 65, and a health drug benefit supplement.

**SICKNESS** - When an employee is absent due to illness, coverage shall begin on the fifth (5<sup>th</sup>) day of illness. When an employee is absent due to accident, coverage shall begin on the first (1<sup>st</sup>) day of absence.

**COMPASSIONATE LEAVE** - The Company agrees to make reasonable effort to grant an employee time off without pay for compassionate reasons.

**VISION CARE** - The Company shall provide frames and lenses for every employee and each member of the family during a one (1) year period.

Maximum - Employee	\$350.00
Dependent	\$250.00

**DENTAL PLAN** - 100% coverage of basics, in accordance with the insurer's fee schedule.

Annual Deductible – Single	\$25.00
– Family	\$50.00

Effective January 1, 2001 50% of Major and 50% of Orthodontics.  
Annual maximum on Basic and Major combined of \$1,500.00 per  
insured individual. Lifetime maximum on orthodontics of \$2,000.00  
per insured child.

**HEALTH INSURANCE** – Drugs and medical services.

Annual Deductible	Single	\$25.00
	Family	\$50.00

**ALBERTA HEALTH CARE** – Premiums to be paid by the employee.

The conditions of this Appendix provide a summary of benefit coverage only.  
Conditions of the insurance policies and plan conditions shall govern eligibility in all  
respects.

Such policies and plan conditions shall not be considered incorporated by  
reference into this Agreement, although the obligation of the Company to arrange  
the plan(s) on the terms set out herein is grievable. A copy of insurance policies  
and plan conditions will be provided to the Union including any changes that may  
be implemented from time to time.

Subject to the obligation of the Company to arrange the benefit coverage above, in  
the event a claim for benefits made pursuant to any insurance plan is denied by  
the insurance carrier, the Company shall not be held liable for such claim; and  
shall not be obligated to pay such benefits as were sought. Any dispute as regards  
eligibility or individual benefits shall be resolved strictly between the carrier and the  
claimant. Any such dispute as to the validity or invalidity of a claim shall not be  
subject, in any manner, to the grievance and arbitration procedure herein.

### **Appendix “C” – R.R.S.P.**

Permanent employees shall be given the opportunity to contribute to an R.R.S.P.  
which shall be registered in the individual employee's name. The Company agrees  
to establish a payroll deduction system for the purpose of contributing solely to the  
employee R.R.S.P. Said moneys shall be remitted bi-weekly. The financial  
institution designated shall be determined by mutual agreement.



UNIVERSAL INDUSTRIES

5014 - 65 Street  
Lloydminster, Alberta  
Canada T9V 2K2

Tel: 780-875-6161  
Fax: 780-875-6169  
www.uic.ca

E-mail: uilloyd@uic.ca

To: Allan Pan  
Business **Representative**  
Boilermakers Lodge 146

Re: Letter of intent to **address** the air quality and lunch room facilities **at** Universal Industries.

Allan,

Universal is currently **reviewing** our lunch room facilities and air quality in our shops. It is our intent to upgrade these facilities where required.

Thank you,

Bruce Binsfeld  
Vice President  
Universal Industries

## MEMORANDUM OF AGREEMENT

### BOILERMAKERS UNION LABEL

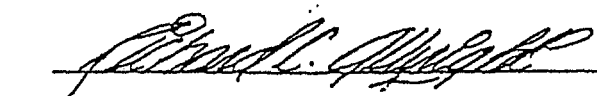
The INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS, AFL-CIO recognizes the undersigned EMPLOYER as a BOILERMAKER UNION LABEL EMPLOYER who has signed and approved agreement with this BROTHERHOOD under which skilled workers and members of our craft enjoy a high standard of wages, hours, fringe benefits and other conditions of employment.

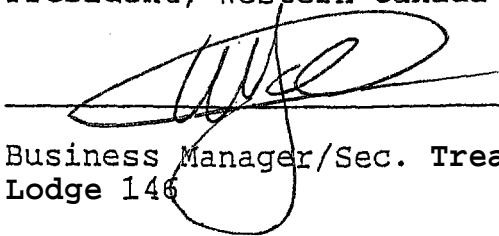
In consideration thereof the INTERNATIONAL BROTHERHOOD now authorizes this EMPLOYER to affix the BOILERMAKERS UNION LABEL to products fabricated under the terms of his agreement in his shop or plant. The EMPLOYER agrees to be bound by the following procedures for affixing the Label:

- 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 of the foregoing was agreed to this date June 27/2005 at LONDON, ONTARIO by and between the INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS, AFL-CIO and UNIVERSAL INDUSTRIES CORP.  
(Company)

For the INTERNATIONAL BROTHERHOOD

  
Richard C. Albright, Int'l Vice-President, Western Canada Section

  
Business Manager/Sec. Treasurer  
Lodge 146

FOR THE EMPLOYER

