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**1992 - 1994
OPERATING ENGINEERS
DISTRIBUTION
SYSTEMS AGREEMENT
FOR CANADA**

BETWEEN

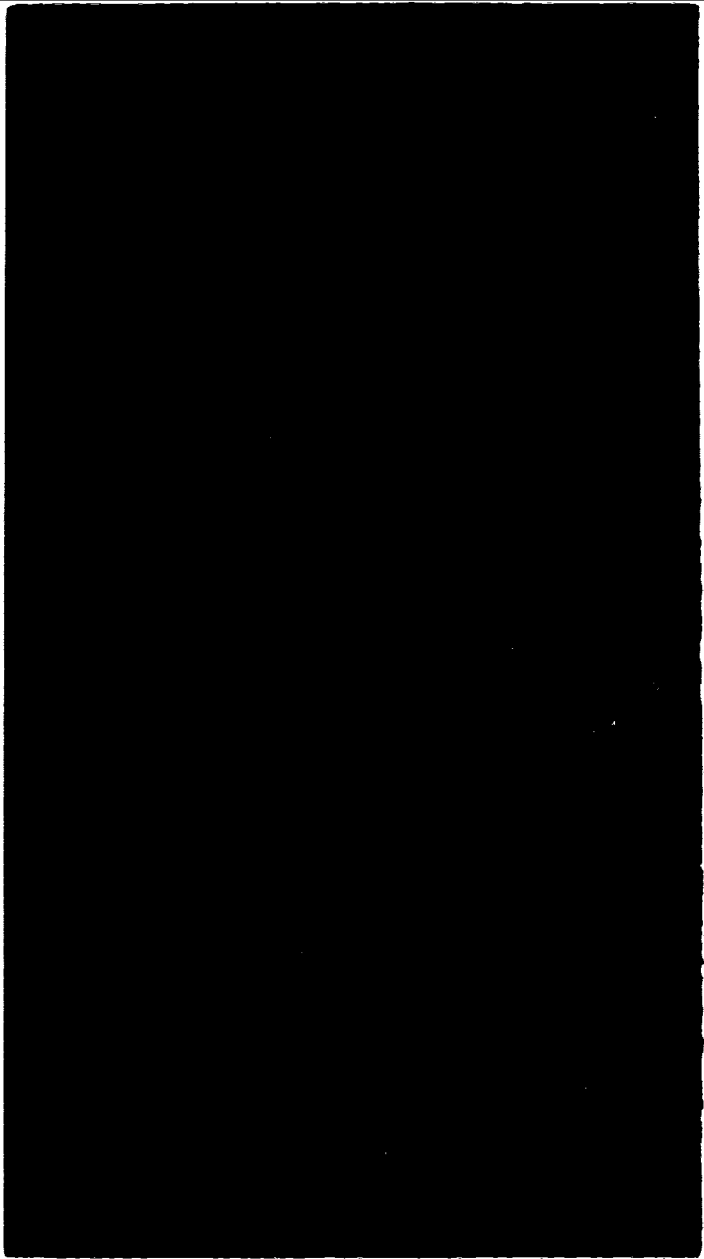
**PIPE LINE CONTRACTORS
ASSOCIATION OF CANADA**

AND

**INTERNATIONAL UNION OF
OPERATING ENGINEERS**

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OPERATING ENGINEERS DISTRICT 100
SYSTEMS AGREEMENT FOR CANADA

AGREEMENT made this first day of May, A.D., 1992.

BY AND BETWEEN:

PIPE LINE CONTRACTORS ASSOCIATION OF CANADA (hereinafter referred to as the "Association") on behalf of those employers of employees who have appointed or who may appoint the Association as agent for collective bargaining, those employers on whose behalf the Association is accredited, designated or registered as collective bargaining agent and such other employees of employees who may execute an acceptance of the terms and provisions of this Agreement as identified from time to time in Schedule A attached hereto (hereinafter referred to as the "Employer").

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS (hereinafter referred to as the "Union" and its Local Unions having pipeline jurisdiction in Canada as identified in Schedule B attached hereto (hereinafter referred to as the "Local Union").

WHEREAS the Parties hereto desire to stabilize employment in the pipeline sector of the construction industry and agree upon hourly wage rates, employee benefits and conditions of employment;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT the Employer and the Union, in consideration of the mutual promises and covenants herein contained, agree as follows:

ARTICLE II
COVERAGE AND DEFINITIONS

THIS AGREEMENT shall apply to and cover the construction, installation, treating, reconditioning, taking up, re-layelling, re-laying, relocating, stockpiling, double-jointing and/or testing of all distribution systems or any segments thereof, including marine pipelines, transporting gas, oil, vapours, liquids, sludges,

solids, **or** other transportable materials and underground and marine cables and all work incidental **thereto or an** integral part thereof coming within the jurisdiction **of** the Union, contracted for **or** performed by the Employer within **Canada as** such work is more fully described below. This Agreement may be extended to cover other territory.

A. DISTRIBUTION SYSTEMS shall include:

1. All pipelines for distribution of **gas**, oil, and/or products and **water** which are downstream from the first metering station **or** connection **or** the town border station and up to the industrial, commercial, **or** institutional **meter**.
2. All **service** lines including portions of **such** pipelines within private property boundaries up to and including the domestic meter, and the first joint or connection **through** the wall.
3. Distribution piping could be **manufactured** from **iron**, steel, aluminum, copper, brass, plastic **or** any other materials which might be substituted **for** the **aforementioned**.
4. Oil and **gas** gathering lines which connect **directly** from the well **to** the mainline **or to** or from products extraction or processing plants.
5. Pipelines constructed **as** underground cable conduits downstream from town border **stations or** industrial, **commercial**, institutional, and residential meters.
6. Pipelines **or** pressurized liquids **or slurries** within the limits of cities or towns, other than service lines or laterals, the construction of which employs the same **or** similar methods, equipment **or** organization **as** used in **performing** the work described above.
7. All pipelines **6"** diameter and under.

B. EXCLUSIONS from the coverage of this Agreement shall be:

1. *Mainline pipelines as defined in and covered by the Operating Engineers Mainline Pipeline Agreement for Canada.*
2. *Such pipeline installation, repair, maintenance, replacement or reconditioning more particularly and usually defined as Industrial, Commercial, Institutional or Building Construction as may not be combined with or comprising an integral part of pipeline construction.*
3. *The Employer recognizes that the work excluded above is covered by other agreements and agrees to be bound by the applicable Union agreement on any such work.*

C. **DEFINITIONS** of terms contained in and for purposes of this Agreement shall include:

1. **"First metering station or connection"** means that point which divides mainline transmission lines or higher pressure lateral and branch lines from lower pressure distribution systems. If a metering station or connection is located on a mainline transmission line, then the mainline pipeline construction includes the construction of all pipelines up to the point at which lower pressure distribution systems take off from higher pressure lateral and branch lines. This definition shall be interpreted as being subject to the definition of distribution work as contained herein.
2. **"Town border station"** means that point at which deliveries to the distribution systems begin and are transformed, metered, or measured.
3. **"Apprentice Operator"** means any person employed as a spotter, oiler, mechanic's helper, equipment repair welder's helper, serviceman's helper, boring machine apprentice or to operate equipment as follows:

Tow tractors without attachments; air compressors of under 300 C.F.M. capacity; boring machines of 2 inch diameter and under and pumps of under 4 inch diameter.

4. "Intermediate **Operator**" means any person employed as a greaser (on rack), bit grinder, tire serviceman, fourth class steam engineer, **or** to **operate** equipment as follows:
 Tow tractors with attachments; air compressors of 300 C.F.M. capacity **or** greater; sidebooms; dozers; swing cranes; front end **loaders**; **forklifts**; auger-type backfillers of less than D-4 capacity; backfillers of less than **80W** capacity; non-wheel type trenching equipment with **or** without attachments, regardless of mounting; hydra-hammers and mechanical pavement breakers; boring **machines** under 16 inch diameter and not **less** than 3 inch diameter; pumps of 4 inch diameter and larger, pipe padding **styrofoam** pump; **waterheaters**; **screening** and washing plants.

5. "Principal Operator" means any person employed as a mechanic, welder, drill doctor, third class **steam engineer** (and above), **or** to **operate** equipment as follows:
 Sidebooms; dozers; swing **cranes**; front end loaders; motor patrols; forklifts; auger-type backfillers of D-4 capacity **or** greater; **backfillers** of SOW capacity or greater; wheel type trenching machines; bending machines; line travel cleaning and doping machines; backhoes; draglines; clams; cranes and other **shovel-type** equipment including industrial tractors with backhoe attachments; and boring machines of 16 inch diameter and larger.

6. "Spotter" means any person employed to assist a Principal **Operator** in the spotting, placing, maintaining **or** cleaning of equipment.

7. "Mechanic's **Helper**" means any person employed to assist a mechanic in the maintenance and repair of the equipment referred to herein.

8. "Lubrication and Service Unit Operator" means **any** person employed to service the equipment referred to herein and to **operate** the unit provided for that purpose.

9. "Bead **or** Hot **Pass** Tractor" means either a crawler or rubber tired **tractor** including swamp type vehicles used for conveyance of bead **and/or** hot pass generators.

10. "A-Framc" means a dual purpose truck equipped with win poles and winch when used to hoist, lower or carry material or to transport suspended loads.
11. "Apprentice Mechanic" shall be employed in accordance with provincial governmental regulations or any joint labour-management apprenticeship plan acceptable to the Association.
12. "Drill Doctor" means a person employed to maintain and repair drills and sharpen bits.
13. "Bit Grinder" means a person employed exclusively to sharpen bits by grinding.
14. "Power Mounted Drill" means a drilling unit where the prime mover is an integral part of the drill.
15. "Serviceman's Helper" means any person employed to assist a Lubrication and Service Unit Operator in the servicing of the equipment referred to herein and the operation of the unit provided for that purpose.
16. "Underwater Work" - When divers, tendermen, and deckhands are used in connection with the installation of underwater piping systems within the jurisdiction of the Union such work shall be performed by members of the International Union of Operating Engineers.
- D. All reference in this Agreement to the masculine gender shall apply also to the feminine gender.

ARTICLE II
SCOPE OF WORK

- A. If and when the Employer, or any shareholder(s) holding a major equity or control therein, shall perform or shall cause to be performed any work covered by this Agreement under its own name or under the name of another as a person, corporation, company, partnership, enterprise, associate, combination or joint venture this Agreement shall be applicable to all such work performed under the name of the Employer or the name of any other person, corporation, company, partnership, enterprise, associate, combination or joint venture.

B. All of the work covered by this Agreement shall be done under and in accordance with the terms and conditions of this Agreement whether done by the Employer and/or any sub-contractors. The Employer will engage those sub-contractors who employ only members of the Union, or who shall hire members of the **Union** for the performance of the subcontract. The Employer shall be responsible for enforcing the wages and conditions of this Agreement on the sub-contractor(s).

C. Owner-operated and manned rented equipment shall in no way be used to circumvent the intentions and provisions of this Agreement. When an owner-operator performs work for which he has **been** engaged and he works beyond three (3) working days he shall thereafter become an employee and be entitled to all of the provisions of **this** Agreement. All rental equipment shall be rented without **operators, mechanics or servicemen,** (excluding warranty **service** or inspection) unless the equipment owner is signatory to an agreement with the Local Union. Owner operators shall not include any mechanic, welder, serviceman, apprentice or any **person** who actually owns and/or provides more than one **(1)** machine listed within the classifications in this Agreement.

D. The work coming under the jurisdiction of the **Union** and covered by the terms of this Agreement includes all work performed by employees of the Employer engaged in the loading, unloading, repair, assembly, disassembly, and operation of pipeline equipment referred to herein and other power operated equipment **coming** within the jurisdiction of the **Union** and utilized on pipeline construction. It is agreed that all dredging work and all work related thereto performed within the **scope** of this Agreement **is** recognized **as** the sole jurisdiction of the Union.

Notwithstanding the foregoing, the Employer shall, with respect to permanent repair shop, be entitled to operate under either:

1. A new shop agreement to be entered into with the Union or Local **Union,** or
2. Any shop agreement existing with the **Local** Union within the local vicinity of the **permanent** repair shop.

E. Where, during the terms of this Agreement, industry development or practice results in a requirement for classifications or special conditions within the jurisdiction of the Union not provided for herein or in the respective appendices, the Association and the Union shall, within fifteen (15) days notice of either upon the other, commence negotiations the sole and restricted purpose of which shall be to establish such classifications or special conditions and the rates applicable thereto. In the event that such negotiations do not result in agreement upon such classifications within seven (7) days of commencement of negotiations, or such longer period as may be mutually agreed between the parties, the matter shall be resolved in accordance with Article XIII G. Any hourly wage rate established shall become effective on the date upon which notice is given to commence negotiations.

F. In no event shall the Employer be required to pay higher rates of wages, or be subject to more unfavourable working rules than those established by the Union for any other Employer engaged in similar work.

G. This Agreement shall supersede all other Agreements between the parties or between any Employer and any Local of the Union for all work defined in Article I hereof.

H. If, for any reasons peculiar to a given geographical area, this Agreement requires amendment, the Union and the Local Union having jurisdiction in such area shall be entitled to enter into a memorandum with the Association giving effect to such amendment and any such memorandum shall not be construed as a breach of this Agreement.

I. If any provision of this Agreement is in conflict with the laws or regulations of Canada, or any province or territory in which work is to be performed, such provision shall be superseded by such law or regulation. Unless prohibited from doing so by such law or regulation, or by a ruling of any court or board of competent jurisdiction which has declared any provision of this Agreement invalid or inoperable, the Association and the Union, within fifteen (15) days notice of either upon the other, shall commence negotiations, the sole and restricted purpose of which shall be to provide adequate legal replacement of such provision. In the event that such

negotiations do not result in agreement upon a legal replacement for such provision within seven (7) days of commencement of negotiations, or such longer period as may be mutually agreed between the parties, the matter shall be resolved in accordance with Article XIII G.

ARTICLE III RECOGNITION AND SECURITY

A. **The** Employer recognizes the Union **as** the sole bargaining authority for all employees covered by this Agreement and coming within the jurisdiction of the Union.

B. The Employer shall have the right to discharge men for just cause. **The** Employer, if requested by the Local **Union**, shall provide a termination slip which shall state the **reasons** for discharge or layoff occurring prior to job completion and whether the employee is eligible for rehire.

C. All employees covered by this Agreement, as a condition of continued employment shall, commencing **on** the eighth (8) day following the beginning of such employment, or the effective date of this Agreement, whichever is later, acquire and maintain membership in the Union during the term of their employment. Acceptance into membership shall be entirely at the discretion of the Local Union.

D. **The** Employer shall require of his employees, as a condition of employment, that an automatic deduction be **made** from the employee's pay of a sum equal to the regular monthly Union dues. **The** said dues shall be deducted from all employees who work five (5) days and/or forty (40) hours in a calendar month.

E. As a condition of employment each employee shall sign the proper authorization form which authorizes the Employer **to** deduct working dues, initiation fee and assessments from the employee's pay.

F. All dues, fees and assessments **so** deducted shall be remitted to **the** Local Union not later than the **fifteenth (15)** of the month following, together with a list showing the amount deducted for each employee.

G. The Union shall select ~~one~~ of its **Members** who shall be recognized **as** Job Steward. If the Steward ~~selected~~ by the Union is objected to be **the** Employer for a valid **reason**, the Union shall select another Steward to whom **the** Employer has no reasonable objection. The Steward shall perform his duties **the** same **as** any **other** employee and shall not be discharged for Union activities. The Steward shall **be** allowed a reasonable amount **of time** during the working hours **to perform the work of the** Union and shall not **abuse** the privilege. There shall be no non-working Steward ~~or~~ Stewards.

H. The **Job** Steward shall be one of the first hired and shall be the last ~~employee~~ laid **off** in his classification provided he is competent **to perform** the work **to be** completed. The Local Union shall be notified prior to **the termination** of any Steward.

I. The Business Representative of the Local Union shall have access to any job ~~at~~ any time, providing notice is given **to** the available Employer's representative on the jobsite.

I. ~~nie~~ Employer, upon receipt of written notice and reasons from **the** Union, shall discharge forthwith any employee who, **as** determined by **the** Union in its **sole** discretion, **ceases to be a** member in good standing of the Union ~~upon~~ suitable replacement being **made** available at **the jobsite** by the Local Union. Any such replacement shall be entitled to **the** travel allowances in accordance with Article **X E**.

K. In the event of lay-offs, the following procedure shall prevail by crew:

First laid off - non members and/or applicants for membership;

Second laid off - members ~~of~~ other Locals, other than those hired under the provisions of Article **V.A.1** and **2**;

Last laid off - members of the Local Union having jurisdiction.

L. The Union recognizes the Association **as** exclusive collective bargaining agent for **those** Employers with whom the Union **or** any ~~of~~ its Local Unions have established **or** may

establish a bargaining relationship with respect to any and all **work defined in Article I hereof.**

M. The Union will file promptly with the Association a copy of any Collective Agreement, in the form adopted by the Canadian Pipeline Advisory Council, or any letter of **agreement/recognition** signed by an Employer and the Union **or** any of its Local Unions with respect to any and all work defined in Article I hereof.

N. The Association **as** exclusive bargaining agent for the Employer, shall co-operate with and **support** the Union in any initiative to institute multi-employer certification and the Union shall co-operate with and support the Association in any application for accreditation, designation **or** registration where such is provided for by law.

O. It is recognized that traditionally all work relating to pipeline construction **as** defined in Article I hereof, comes solely within the trade **jurisdiction** of four (4) International Unions, commonly referred to **as** the "pipeline **craft unions**" namely: the **Laborers** International Union of **North America**; the **International** Union of Operating Engineers; the **International** Brotherhood of **Teamsters**; and the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting **Industry** of the **United States** and **Canada**. The recognition of this historical precedent is hereby reaffirmed.

ARTICLE IV JOB NOTIFICATION AND ENFORCEMENT

A. The Employer shall forward a job notification **to** the appropriate International Union Representative designated by the Union for the area involved and a copy for the Local Union(s) having territorial jurisdiction, immediately upon his knowledge of all **work** to be done by the Employer **and/or** all subcontractors under the **terms** and conditions of this Agreement. The job notification form to be used **is** attached to this Agreement **as** Addendum A.

B. The Employer and the **Local** Union shall hold a Pre-job Conference before the **start** of the job, and the Local Union's representative **at** such conference shall be authorized **by** the

Local Union to represent the Local Union for the entire area covered by the job within the territorial jurisdiction of the Local Union. The purpose of the Re-job Conference shall be to define those matters outlined in the Re-job Conference Report which is attached to this Agreement as Addendum B, but not including the changing of any of the conditions of this Agreement nor any interpretation of any of its clauses; it being agreed that any interpretation of this Agreement shall be made between the prime parties hereto so that proper application thereof may be made on the job.

C. On work of insufficient volume to warrant a Re-job Conference, those matters outlined in the Re-job Conference Report may, by mutual agreement, be communicated between the Employer and the Local Union Representative prior to the commencement of work.

D. The Union will send a copy of this Agreement to each of its Local Unions having pipeline jurisdiction and the terms of this Agreement and none other shall be recognized by each Local Union and each Employer engaged in the same or similar work as defined in Article I hereof.

ARTICLE V HIRING PROCEDURE

A. At the Re-job Conference the Employer may request and the Local Union shall clear.

1. Up to ten percent (10%) of the Principal Operators excluding mechanics, required for the job from other Locals of the Union and each such Principal Operator shall be entitled to perform only the work for which he is cleared. Up to one-half (1/2) of those Principal Operators cleared under this provision may commence employment at the shut of the Right-of-way operations and the balance of those Principal Operators cleared under this provision may commence employment not prior to the start of the Pipe Gang operations.
2. Up to fifty percent (50%) of the mechanics, utility welders and lubrication and service unit operators required for the job who have been employed in the previous twelve (12)

months and who are members of another Local of the Union. **This ratio** shall be maintained on a "one-to-one" basis for the duration of the job.

3. Previous employees who are members of the Local Union **and** who have been employed by the Employer within twelve **(12)** months prior to commencement on the job.

Thereafter the Employer shall notify the **Local** Union of all of his employee requirements and shall only hire those who have been cleared for work by the Local Union having jurisdiction.

B. The Local Union shall be given forty-eight (48) hours exclusive of Saturdays, Sundays, and holidays to supply the required employees but shall advise the Employer of expected delays in dispatching any employees within forty-eight **(48)** hours. Employees shall be entitled to Reporting Time upon arrival at the jobsite on the day designated by the Employer for arrival, if no work is provided.

C. All employees shall be in possession of a referral slip from the Local Union for identification purposes unless the Local Union otherwise clears an employee for hire by telegram, telex, facsimile transmission, or other means of written communication.

D. Subject to the terms and conditions of this Agreement, the Employer shall have the right to refuse any referral provided the cause of such refusal is stated and shall not be unreasonable.

E. if the Local Union is unable to supply the required employees in accordance with Clause B of this Article, the Employer may obtain employees elsewhere, subject to the provisions of Article III C.

F. In the event the Local Union is unable to provide employees, the Employer will provide every opportunity to any employee who has successfully completed a pipeline Operating Engineers training course, and is approved by a joint training committee, and the employee will be admitted to membership in the Local Union in accordance with Article III C.

G. The Employer shall have the right to **retain** the original crew once established throughout the territory covered by the job for **which** the Pre-job Conference **was** held.

H. **nie** Employer shall have the right to re-start any interrupted job with the same crew laid **off** for Christmas or Spring breakup, provided such shutdown extends **no** longer than a twenty-one **(21)** calendar day period or **has** been a subject of the Pre-job Conference, and provided the laid **off** employees **are** available for such re-Start. Any additional **and/or** replacement employees shall be engaged in accordance with Paragraph A **of** this Article.

ARTICLE VI WORKING RULES

A. Subject to the terms of this Agreement, the Employer shall determine the number of employees required.

B. There shall be **no** inequitable minimum **or** maximum amount of work which an employee may be required to **perform** during the **working** day, and there shall be **no** restrictions imposed against the **use** of any type of machinery, tools, or labour saving devices.

C. The operation, maintenance and repair of small machines which come under the **jurisdiction** of the Union such **as** pumps, air compressors, concrete mixers and well point systems and the maintenance and repair of welding machines and pneumatic tools shall be assigned to an employee who is a member **of** the Union. In accordance with Article VI A and B of this Agreement, there shall be **no** **limitation** upon the number of such **machines** placed under the operation, maintenance and repair of any employee, it being the intention of the parties that there shall be **no** abuse of this provision by either party.

D. At the discretion of the Employer, employees may be changed from one classification to another within the **jurisdiction** of the **Union**, subject to the employee being capable and qualified to perform the work, provided however, the classifications of employees referenced in Article V E may not be changed without the consent of the **Local** Union having **jurisdiction**. **No** employee's hourly rate shall be lowered under

these provisions, and if any employee is assigned to work calling for a higher rate of pay he shall receive such higher rate of pay for the full day.

E. The regular pay day shall be not later than Thursday of each week unless the Employer agrees to allow employees to draw on money earned; under such conditions, pay day may be once every two weeks. When employees are laid off or discharged, their cheques for all earnings due to them at the time of lay-off or discharge must be delivered on the same date. If the cheques due to the employee at the time of layoff or discharge are not delivered on the date of layoff or discharge, the employee shall be entitled to Reporting Time and subsistence allowance or camp privileges, where applicable, for each day up to and including the date upon which the cheques are delivered.

F. The Employer shall make arrangements in each locality where employees are employed to enable such employees to cash their pay cheques or, where it is impracticable to do so, will provide any employee within twenty-four (24) hours written request with a cheque in the equivalent of subsistence allowance payable. All cheques to be negotiable at par and be accompanied by a proper statement.

G. Upon commencement of employment, the employee shall make an inventory in duplicate on a form provided by the Employer of all tools including tool boxes which the employee is required to bring to the job. The employee and the Employer shall sign and retain one copy of such inventory which shall be amended to include any additional tools required to be brought to the job. The Employer shall ensure the replacement of the inventoried tools and/or tool boxes when lost by fire, flood or theft by forcible entry.

H. The Employer shall provide a copy of the "Approved Safety Manual for Pipeline Construction in Canada" issued by the Association to the Job Steward and, upon request, to any other employee.

I. The parties hereto shall comply with any governmental occupational health and safety regulations applicable to the work. Any refusal by the employee to work in contravention of such

regulations shall **not** be deemed to be a breach of this Agreement and shall not be a reason for discharge.

J. After due warning any refusal by an employee to abide by any applicable accident prevention regulation of any governmental or appropriate regulatory body having jurisdiction, shall be cause for discharge.

K. The Employer shall not require any employee to operate unsafe or improperly loaded equipment and an employee may refuse, for valid reasons, to operate such equipment until defects have been remedied. Roll-over protection devices and canopies for cabs will meet CSA standards as a minimum when these standards are available.

L. The Job Steward shall represent the Union as a member of any Job Safety Committee and he, or another committee member representing the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada; the International Brotherhood of Teamsters; or the Laborers International Union of North America, depending upon the nature of the inspection, shall be made freely available by the employer to accompany any authorized governmental representative on project inspection.

M. A Job Safety Committee meeting shall be held within two weeks after the commencement of the job and thereafter at least once each month. A copy of the Minutes shall be forwarded promptly to the Local Union.

N. The Employer shall provide safety hats at cost, such cost to be deducted from the employee's earnings and refunded at such time as the employee returns his hat in reasonable condition subject to normal wear and tear.

O. The Employer shall provide drinking water in approved sanitary containers and paper cups where no running tap water is available. During the summer months the Employer shall supply salt tablets or an available substitute.

P. Employees will be permitted time to drink coffee at their work stations during working hours provided that this will be

done in such a manner as will least interfere with the continuous performance of the work.

Q. Where the nature and location of the work, as determined at the Re-job Conference, are such as to require special clothing for protection from severe weather elements and such clothing is not normally in the possession of the employee, the Employer shall provide or, at his option, reimburse the cost of such clothing.

R. The Employer shall not require any employee to operate or repair equipment which does not provide reasonable protection from weather elements. Such protection may be provided by available factory accessories or reasonable substitutes but this clause shall not be interpreted so as to make the installation of cabs mandatory. An employee may refuse to operate such equipment until defects have been remedied.

S. The Employer shall provide gloves and overalls to each employee who normally comes in contact with hot dope and gloves for all mechanics, welders and servicemen.

T. The Employer will provide parking at the warehouse and/or marshalling point. During cold weather operation the Employer will provide for vehicle starting.

U. The Employer shall provide portable sanitary facilities for all employees.

V. In the event that an employee is sued in conjunction with the Employer for any action taken or omitted at the express direction of the Employer, then the Employer shall have the right to select legal counsel and shall cover all reasonable expense incurred in the preparation and filing of a statement of defence on behalf of the employee.

ARTICLE VII WAGE RATES AND CLASSIFICATIONS

Classifications and the hourly wage rates applicable thereto are contained in the **Appendices** attached to and forming part of this Agreement,

ARTICLE VIII EMPLOYER CONTRIBUTIONS

Rates at which the Employer shall contribute for each hour of work paid for with respect to each employee employed under the **terms** of this Agreement **are** contained in the Appendices attached to and forming part of this Agreement. **These rates are to be increased as** subsequently established by the appropriate fund's regulators. Any such increase will not apply to work bid or in progress on **the** date the **Association** is notified of the increase.

A. In the event that a member in good standing of the Union is employed **as** a Foreman **or** in some other capacity not covered by **the terms** and conditions of this Agreement the Employer shall **make** the **prescribed** contributions to the Health and Welfare and Pension Plans **on** his behalf.

B. Contributions shall be recorded **on** a remittance form and remitted to the designated recipient **of** such contributions **or** before the **fifteenth (15)** day of the month following the month for which contributions **are to be made**. If **after seven (7)** days of receipt of written notification given by double registered mail, the Employer has failed to pay all contributions which are due and payable under this Agreement for two consecutive months, the Employer shall be required to post a performance bond equivalent to the amount of contributions for each employee for **the duration of** the project and/or term of this Agreement.

C. All such funds due and payable to the above funds, except industry promotion funds, shall be deemed and are considered to be Trust Funds. It is expressly understood that training funds and industry promotion funds are not wages **or** benefits due to an employee and industry promotion funds **are** dues for services rendered by the **Association**.

D. The **Boards of Trustees** of the respective Trust Funds shall have authority to promulgate such agreements, plans and/or **rules** **as** may be **necessary** or desirable for the efficient and successful **operation** and administration of the said Trust Funds, including provisions for audit **security**, surety and/or penalty to the extent that such may be **necessary** for the protection of the beneficiaries of such Trust Funds.

E. Any and all agreements, plans or rules established by the **Boards of Trustees of the respective Trust Funds** shall be appended hereto and shall be deemed to be **part** of and expressly incorporated herein and the Employer and the Union shall be bound by the **terms** and provisions thereof.

F. The amounts to be designated **as wages** and/or Employer contributions to the above **funds** may be varied from time to time by agreement between the Association and the Union.

ARTICLE IX OVERTIME AND HOLIDAY PAY

A. **The** work week shall begin Monday and shall end Sunday. The hours of work **are** contained in **the Appendices** attached to and **forming part** of this Agreement.

B. if **one** of the holidays specified in any of the appendices referred to in Paragraph A above falls **on** Sunday, it shall be observed on Monday. Work performed **on** Monday will be paid for at double the straight time hourly **rate**. if **no** work is performed on Monday **no** pay shall be required. **In** the event that **one** of the above holidays falls during **the** work week **the** Employer and the **Local** Union, by mutual consent, may designate an alternate day to be substituted for such holiday in order **to** provide, where possible, for a **long** weekend during **the** pay **period**.

C. Vacation and statutory holiday pay shall be **ten percent** (10%) of total earnings of an employee, which shall be deemed to include **the** Employer's obligation **to make** similar payments covering vacation and statutory holiday pay by applicable governmental orders or regulations. Where **applicable** governmental orders or regulations require payment in excess of the percentages provided for herein, **payment** shall be **made** in accordance with such orders or regulations. On the first paycheque in July, **the** first paycheque in November, and **on** each paycheque thereafter until the end of the calendar year, or at termination of employment, whichever **first occurs**, **the** employee will receive vacation pay in accordance with **the** applicable legislation and **the** balance of the employee's **accruals** will be regarded **as** statutory holiday pay.

ARTICLE X WAREHOUSE AND TRAVEL

A. The Employers shall select a warehouse or marshalling point in a city, town or community where living accommodations are available or at a location agreed at a Re-job Conference. The Employers shall make suitable and prompt transportation available from the warehouse or marshalling point. Such transportation shall be operated in compliance with the appropriate regulations of the governmental Board or appropriate regulatory body having jurisdiction and all vehicles shall be equipped with adequate seating for adults.

B. On jobs where camps are not provided, employees who are not local residents shall receive a subsistence allowance as set forth in the respective appendices.

C. A local resident is a person who has resided within forty (40) kilometers of the warehouse for a period of sixty (60) days prior to his commencement of employment on the job.

D. The time of men shall start when the men leave the warehouse for the jobsite and shall end at quitting time on the jobsite; however, the lunch period shall be excluded. Should the trip to the warehouse at the end of the shift exceed one (1) hour the Employer shall pay the equivalent of one-half (1/2) hour at the applicable rate for that day for each thirty (30) minutes or portion thereof travelled in excess of one-half (1/2) hours.

E. Any employee called for by the Employer or dispatched by the Union shall be entitled to travel expense as follows:

- 1.** After fifteen (15) scheduled working days on the job, or at job completion, whichever first occurs, thirty cents (\$0.30) per highway kilometer via the shortest route from the city where he was hired to the point of commencement of employment, less the cost of any transportation (not to exceed the cost of a commercial airline ticket) provided by the Employer. Reporting time days shall be included in computing the fifteen (15) days.
- 2.** After twenty-one (21) scheduled working days on the job if he is performing his work satisfactorily and is terminated

by the Employer or is terminated through circumstances beyond the control of the Employer or himself, or at job completion, whichever is later, return travel expense at thirty cents (\$0.30) per highway kilometer via the shortest route from point of termination of employment to city of hire, less any remaining unrecovered cost of transportation (not to exceed the cost of a commercial airline ticket) provided by the Employer.

ARTICLE XI REPORTING AND CALL BACK TIME

A. Reporting time for all Operating Engineers shall be paid as follows:

1. Five (5) hours pay at the applicable rate for that day to any employee who reports for work at the scheduled starting time and for whom no work is provided.
2. Five (5) hours pay at the applicable rate for that day to any employee who reports for work and performs work of not more than four (4) hours duration.
3. On jobs set up on not more than eight (8) hours per day, eight (8) hours pay at the applicable rate for that day to any employee who performs work of more than four (4) hours duration and is then prevented from completing a day's work for any reason.
4. Notwithstanding the provisions of 3 above, where inclement weather prevents the continuance of any work, the number of hours actually worked at the applicable rate for that day to any employee who performs work of more than four (4) hours duration.

B. Call back time of four (4) hours or the number of hours actually worked, whichever is the greater, at the applicable rate for that day to any employee who, having completed his work that day or having qualified for reporting time as above, has been released for the day and is then called back to work by the Employer.

C. Hours paid under the provisions of A and B above shall be included in computing the straight time weekly maximum hours after which overtime is payable.

D. Notwithstanding the provisions of A and B above, any employee who leaves the jobsite without specific direction from his foreman to do so shall not be entitled to pay for any hours not worked.

E. Notwithstanding the provisions of A and B above, when any employee refuses to work or to continue to work, or there is a work stoppage attributable to a labour dispute, no pay for hours not worked shall be required.

ARTICLE XII WORK STOPPAGES, SECONDARY BOYCOTTS, AND JURISDICTIONAL DISPUTES

A. There will be during the term of this Agreement and as to any work covered hereby, no slowdown, stoppage of work, no strike and no lockout over the terms and conditions of this Agreement, it being the good faith and intention of the parties hereto that by the execution of this Agreement, industrial peace shall be brought about and maintained, that the parties shall cooperate to the end that work may be done efficiently and without interruption. In the case of any violation of this Agreement, the Employer and the Union shall be notified.

ARTICLE XIII GRIEVANCE PROCEDURE

A. Where an allegation is made that discharge of an employee is unjust or that this Agreement has been otherwise violated, the Job Steward or Business Manager or his representative of the Local Union shall attempt to resolve the difference on the job with the Foreman or Superintendent of the Employer during which time there shall be no stoppage of work.

B. If the difference is not resolved or where a difference arises between the Employer and the Union or a Local Union relating to the interpretation, application or administration of this Agreement, the difference of opinion or dispute, including any

question as to whether a matter is arbitrable, shall be resolved without stoppage of work in the following manner.

C. if the difference is not resolved within forty-eight (48) hours of the occurrence, the aggrieved party shall submit the difference and the remedy sought in writing to the Executive Director of the Association and the International Representative of the Union within sixty (60) days of occurrence, or in the case of alleged unjust discharge, within ten (10) days of occurrence. Failure to submit the difference in writing within the specified time periods shall result in the matter being deemed to be waived. The foregoing time limitations shall not apply where there has been failure or refusal to remit employer contributions or deductions from employees as provided for in this Agreement.

D. Upon receipt of the matter complained of in writing, the Executive Director and the International Representative shall take such steps within forty-eight (48) hours as they deem necessary to attempt to adjust such difference of opinion or dispute. If the difference is not resolved within five (5) days of receipt of written submission, the Executive Director and the International Representative may, upon mutual agreement of the parties, refer the matter to a Pipeline Industry Grievance Panel.

E. Where the parties agree to refer the matter to a Pipeline Industry Grievance Panel, such Panel shall be drawn from among the regular and alternate members of the Canadian Pipeline Advisory Council or their designated substitutes. The Chairman of the Advisory Council shall appoint two (2) representatives of the participating Unions and the Chairman of the National Labour Relations Committee shall appoint two (2) representatives of the participating Association Members to serve on the Panel, such appointment to be made within forty-eight (48) hours.

In no case and at no time shall representatives of the Union or the Employer involved in the grievance be appointed to the Panel.

F. The Pipeline Industry Grievance Panel shall meet and render a decision within five (5) days of appointment. A unanimous decision of the Panel shall be final and binding.

G. In the event that the parties do not agree to the Panel procedure or the Panel arrives at a majority decision which either party to the dispute is unwilling to accept, or the Panel is unable to arrive at a decision within the prescribed time limits, the matter shall be referred, within forty-eight (48) hours, to an Arbitrator selected by the Employer and the Union. If no Arbitrator can be agreed upon within forty-eight (48) hours, then application shall be made to the appropriate governmental authority over labour matters for the appointment of an Arbitrator. The Arbitrator shall render his decision within fourteen (14) days, however, this time limit may be extended by mutual consent.

The decision of the Arbitrator shall be final and binding.

The Arbitrator shall have the right to determine whether any matter referred to him is arbitrable. He shall also have the authority to award compensation or any other relief he deems advisable to an aggrieved employee. He shall not alter, amend or change the terms of this Agreement. Each party shall equally share the expense of the Arbitrator.

H. Pending settlement of any grievance, it is agreed that the work shall be prosecuted without slowdown, work stoppage or lockout.

ARTICLE XIV CANADIAN PIPELINE ADVISORY COUNCIL

There shall be maintained throughout the term of this Agreement a Canadian Pipeline Advisory Council consisting of one International Representative of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada; one International Representative of the International Union of Operating Engineers; one International Representative of the Laborers International Union of North America; and one International Representative of the International Brotherhood of Teamsters; together with an equal number of representatives of the Association. The Council shall act, whenever possible, to settle matters of dispute which arise from time to time and any other matters concerning the harmonious relationships between the parties hereto under the terms and provisions of this Agreement.

E Nothing contained herein shall prevent the Parties agreeing to retroactivity.

IN WITNESS WHEREOF, we, the undersigned hereby **attach our hands and seals** to this Agreement concluded at the City of **Toronto**, in the Province of Ontario, the 15th day of September, A.D., 1992.

PIPE LINE CONTRACTORS ASSOCIATION OF CANADA:

L. G. Ziehr
President

B. L. Brown
Executive Director

J. L. Abraham
Chairman, Distribution
Negotiating Committee

INTERNATIONAL UNION OF OPERATING ENGINEERS:

J. V. Biddle
Canadian Regional Director

A. Pshednovok
International Representative

SCHEDULE A

**EMPLOYERS BOUND BY THE
OPERATING ENGINEERS PIPELINE
AGREEMENTS FOR CANADA**

the Pipe Line Contractors Association of Canada represents as agent for collective bargaining with the International Union of Operating Engineers the following Employers of employees in the pipeline construction industry within Canada in accordance with applicable legislation:

ALBERTA

By Registration:

426809 Alberta Ltd.
Accu-Ram Services Limited
Alberta Mobile Air Compression Services
Alberta Oilfield **Services Ltd.**
Antagon Pipelines Company Ltd.
Badry Enterprises Ltd.
Baldy's Heavy Equipment **Repairs Ltd.**
Banister Pipelines
Bechtel Canada Limited
Bolder Concrete Ltd.
Calgary Tunnelling & Horizontal Auguring Ltd.
Canadian Subaqueous Pipelines Ltd.
Canapipe Construction Ltd.
Carbrook Contracting Ltd.
Carmax Truck Lines Ltd.
Cedar Mechanical **Co. Ltd.**
Chinook Construction & Engineering Ltd.
Cliffside Pipelayers Ltd.
Consamar Inc.
Consbec Inc.
Continental Electric Ltd.
R.L. Coolsaet of Canada Ltd.
J.L. Cox & **Son, Inc.**
Dillingham Construction Ltd.
Dresser Industries Inc. - **Dresser Titan**
Eveready Industrial Services Limited
Formac Pumping Services Limited
Geleman Enterprises Ltd.

Genstar Construction Limited
Global Air Drilling Services Ltd.
O.E. Hamlyn Drillers Limited
Henuset Bros. Ltd.
Henuset Construction Ltd.
Henuset Pipeline Constr. Ltd.
Hydro-Vac Ltd.
Interpro Contractors Ltd.
T.W. Johnstone Company Limited
Junior Service & Repair Ltd.
K-R-M Construction
Kaps Entrepouse Ltd.
Kaps Transport Ltd.
Kordyban Transport (1980) Ltd.
Lackie Pipestringing Ltd.
Leonard Pipeline Contractors Ltd.
Long Branch Contractors Ltd.
Loram International Ltd.
Lorenzo Environmental Contractors Ltd.
McCaws Drilling & Blasting Ltd.
Majestic Contractors Limited
Marine Pipeline Construction of Canada Limited
MHG International Ltd.
Michetti ~~Pip~~ Stringing
Mi-Pal Holdings Ltd.
Milbar Hydro-Test Ltd.
National Caterers Ltd.
Noceta Enterprises (1981) Ltd.
Nor-Can Construction Ltd.
Nor-Pipe Construction Limited
North American Construction Ltd.
Northern Construction Company Ltd.
O.J. Pipelines Inc.
Opron Construction Co. Ltd.
Pancana Associated Contractors Ltd.
Pashco Blasting Ltd.
Pat McNulty Ltd.
Pe Ben Industries Company Ltd.
Pe Ben Pipelines (1979) Ltd.
Pentzien Canada, Inc.
Permanent Concrete
PPC Prairie Pipeline Contractors Ltd.
Prairie Pipeline Contractors Ltd.

Premay Pipeline Hauling Ltd.
H.C. Price of Canada Ltd.
ROK Pipeline Inc.
Ron May Trucking and Excavating Ltd.
Rowad Pipeline Company Ltd.
RPA Contracting Ltd.
Sartori & Son Company Limited
Seggow Construction & Clearing Ltd.
Sie-Mac Heavy Haulers Ltd.
Sie-Mac Pipeline Contractors Ltd.
Robert B. Somerville Co. Limited
Spear Construction Inc.
Spie Construction Inc.
Spillmaster Ltd.
Square **M** Construction Limited
Sulcon Pipeline Weights Ltd.
Supernal Welding and Consulting Ltd.
Terroco Contracting Ltd.
Totran Transport Ltd.
True Test Pipeline Services
Universal Pipe Line Enterprises Ltd.
Waschuk Pipeline Construction Ltd.
Western Reclamation Services
Whip-Line Crane Services Ltd.
Wonderly and Kershaw Petrochemical Services Ltd.

BRITISH COLUMBIA

By Accreditation:

Alberta Mobile Air Compression **Services**
Banister Pipelines
Bartsch Pipe Welding Limited
Bolder Concrete Ltd.
Canadian Bechtel Limited
Canadian Subaqueous Pipelines **Ltd.**
Caird Mechanical Contractors Ltd.
Chinook Construction & Engineering Ltd.
Dillingham Pipeline Construction Ltd.
Dresser Titan Div. of Dresser Industries
English & Lepage Ltd.
Ideal Welders Ltd.
Interpro Contractors Ltd.

C. Victor Koran Ltd.
Leonard Pipeline Contractors Ltd.
Loram International Ltd.
Majestic Wiley Contractors Limited
Marine Pipeline Construction of Canada Limited
Pat McNulty Limited
Northern Construction Company
Pashco Blasting Ltd.
Pe Ben Industries Company Ltd.
Permanent Concrete
H.C. Price of Canada Ltd.
V.R. Price Welding & Mechanical Ltd.
Procan Industries Ltd.
RPA Contracting Ltd.
Totran Transport Ltd.

By Appointment:

Alberta Oilfield Services Ltd.
Banister Pipelines
Bolder Concrete Ltd.
Calgary Tunnelling & Horizontal Auguring Ltd.
Cliffside Utility Contradors Ltd.
Consamar Inc.
Continental Electric Ltd.
R.L. Coolsaet of Canada Ltd.
J.L. Cox & Son, Inc.
Dillingham Construction Ltd.
Formac Pumping Services Limited
Global AU Drilling Services Ltd.
O.E. Hamlyn Drillers Limited
T.W. Johnstone Company Limited
Kordyban Transport (1980) Ltd.
Lackie Pipestringing Ltd.
Majestic Contractors Limited
Marine Pipeline Construction of Canada Limited
Michetti Pipe Stringing
National Caterers Ltd.
Nor-Pipe Construction Limited
O.J. Pipelines Inc.
Pashco Blasting Ltd.
Pe Ben Industries Company Ltd.
Pe Ben Pipelines (1979) Ltd.
Pentzien Canada, Inc.

Permanent Concrete
Premay Pipeline Hauling Ltd.
ROK Pipeline Inc.
Rowad Pipeline Company Ltd.
RPA Contracting Ltd.
Sartori & Son Company Limited
Sie-Mac ~~Heavy~~ Haulers Ltd.
Robert B. Somerville Co. Limited
Spie Construction Inc.
Supernal Welding and Consulting Ltd.
True Test Pipeline Services
Universal Pipe Line Enterprises Ltd.

**MANITOBA, NEWFOUNDLAND, NEW BRU
NOVA SCOTIA NORTHWEST TERRITORIES PRINCE
EDWARD ISL NI SASI'AT HEWAN AND YUKON
TERRITO Y**

By Appointment:

Alberta Oilfield Services Ltd.
Banister Pipelines
Bolder Concrete
Cliffside Utility Contractors Ltd.
Consamar Inc.
Continental Electric Ltd.
R.L. Coolsaet of Canada Ltd.
J.L. Cox & Son, Inc.
Dillingham Construction Ltd.
Formac Pumping Services Limited
Global AU Drilling Services Ltd.
O.E. Hamlyn Drillers Limited
T.W. Johnstone Company Limited
Kordyban Transport (1980) Ltd.
Lackie Pipestringing Ltd.
Majestic Contractors Limited
Marine Pipeline Construction of Canada Limited
Michetti Pipe Stringing
National Caterers Ltd.
Nor-Pipe Construction Limited
O.J. Pipelines Inc.
Pashco Blasting Ltd.
Pe Ben Industries Company Ltd.

Pe Ben Pipelines (1979) Ltd.
Pentzien Canada, Inc.
Permanent Concrete
Premay Pipeline Hauling Ltd.
ROK Pipeline Inc.
RPA Contracting Ltd.
Sartori & Son Company Limited
Sie-Mac **Heavy** Haulers Ltd.
Robert B. Somerville Co. Limited
Rowad Pipeline Company Ltd.
Spie Construction Inc.
Supernal Welding and Consulting Ltd.
True Test Pipeline Services
Universal Pipe Line Enterprises Ltd.

ONTARIO

By Accreditation:

Alberta Mobile **AU** Compression Services
Alberta Oilfield Services Ltd.
Antagon Pipelines Company Ltd.
Banister Pipelines
Bechtel Canada Limited
Beaver Pipeline Construction Limited
Bolder Concrete Ltd.
J.W. Cain Limited
Canadian Subaqueous Pipelines Ltd.
Catre Pipeline
Robert Christoph
C.S.I. Hydrostatic Testers
Cliffside Pipelayers Ltd.
Consamar Inc.
Consbec Inc.
Continental Electric Ltd.
Conweigh Incorporated
R.L. Coolsaet of Canada Ltd.
J.L. Cox & Son, Inc.
Curran Construction Ltd.
Custom Concrete (Northern) Ltd.
Dillingham Pipeline Contractors Ltd.
Robert J. Fierheller
Formac Pumping Services Limited

General Pipeline Contractors Limited
G.M. Gest Inc.
 Global AU Drilling Services Ltd.
 H.B. Contrading Ltd.
 O.E. Hamlyn Drillers Limited
 Huron Pipelines Limited
 Inter-Provincial Construction Limited
 Insta-Con Company Ltd.
 T.W. Johnstone Company Limited
 Joyce-Leonard Canada Ltd.
 Junior Service & Repair Ltd.
 Kel-Gor Limited
 Kordyban Transport (1980) Ltd.
 Lackie Pipestringing Ltd.
 Leonard Pipeline Contractors Ltd.
 Lakeland Pipelines Ltd.
 Loram International Ltd.
 Majestic Contractors Limited
 Mannix Company Limited
 Marine Pipeline Construction of Canada Limited
 McDace Limited
 Michetti Pipe Stringing
 Milbar Hydro-Test Ltd.
 Morteale Cove Lumley Ltd.
 National Caterers Ltd.
 Nicholls-Radtke & Associates Limited
 Nor-Pipe Construction Limited
 Northern Construction Company Ltd.
 Northwestern Vegetation Control Ltd.
 O.J. Pipelines Inc.
 Pancana Associated Contractors Ltd.
 Pashco Blasting Ltd.
 Pat McNulty Ltd.
 Pe Ben Industries Company Ltd.
 Pe Ben Pipelines (1979) Ltd.
 Pemrow Pipelines Construction Ltd.
 Pentzien Canada, Inc.
 Permanent Concrete
 Premay Pipeline Hauling Ltd.
 Premier Murphy - A Joint Venture
 Premier Pipelines Limited
 H.C. Price of Canada Ltd.
 Rhucon (1988) Inc.

ROK Pipeline Inc.
Rowad Pipeline **Company** Ltd.
RPA Contracting Ltd.
Sartori & **Son** Company Limited
Sie-Mac **Heavy** Haulers Ltd.
Snow Bros. Construction Limited
Sombra Welding Limited
Robert B. Somerville **Co.** Limited
Spie Construction Inc.
Stringtest Pipelines Ltd.
Superior Pipeline Contractors Ltd.
Supernal Welding and Consulting Ltd.
True ~~Test~~ Pipeline **Services**
Universal Pipe Line Enterprises Ltd.
John Vail Pipeline Contradors
Waynco Ltd.
L.M. Welter Ltd.
Wiley Oilfield Hauling Ltd.
William Pressure **Service** Ltd.
Roger H. Woods Ltd.

SCHEDULE B

INTERNATIONAL UNION
OF OPERATING ENGINEERS

FRANK HANLEY, General Resident
1125 - 17th Street N.W., Washington, D.C. 20036
(202) 429-9100 Fax: (202) 429-0316

HOWARD L. (BUD) EVANS, Pipeline Representative
1125 - 17th Street N.W., Washington, D.C. 20036
(202) 429-9100 Fax: (202) 429-0316

JAMES V. BIDDLE, Regional Director
Canadian Regional Office
401 - 4211 Kingsway, Burnaby, B.C. V5H 1Z6
(604) 438-1616 Fax: (604) 439-2459

INTERNATIONAL REPRESENTATIVES (CANADA)

British Columbia and Yukon Territory:
J.V. BIDDLE
401 - 4211 Kingsway, Burnaby, B.C. V5H 1Z6
(604) 438-1616 Fax: (604) 439-2459

Alberta, Saskatchewan, Manitoba, and Northwest Territories:
A. PSHEKDOVEK
P.O. Box 1923, Strathmore, Alberta T0J 3H0
(403) 934-4414 Fax: (403) 934-4493

Ontario:
P. BERTRAND
1621 Bottrill Way, Orleans, Ontario K4A 1W5
(613) 837-1368 Fax: (613) 837-1780

Quebec:
LEO McBREARTY
202 - 4869 Jarry St. E., Montreal, Quebec H1R 1Y1
(514) 326-9412 Fax: (514) 326-9417

Atlantic Provinces:
EDGAR DOULL
P.O. Box 695, Kentville, Nova Scotia B4N 3X9
(902) 678-9950 Fax: (902) 678-1838

**LOCAL UNIONS WITH PIPELINE JURISDICTION IN
CANADA WHOSE SIGNATURES TO THIS AGREEMENT
ARE APPENDED:**

British Columbia - Local 115

F.G. RANDALL, Business Manager
4333 Ledger Ave., Burnaby, B.C. V5G 3T3
(604) 291-8831 Fax (604) 291-7148

Albert. - Local 955

N. SLITER, Business Manager
10374 - 172 Street, Edmonton, Alberta T5S 1G9
(403) 483-0955 Fax: (403) 483-1998

Saskatchewan - Local 870

E.W. COWLEY, Business Manager
P.O. Box 1112, Saskatoon, Sask. S7K 1G9
(306) 665-7718 Fax: (306) 665-0998

Manitoba - Local 901

JAMES HOPKIE, Business Manager
1008 Wall St., Winnipeg, Man. R3G 2V3
(204) 786-8658 Fax: (204) 786-6578

Ontario - Local 793

RON WALSH, Business Manager
30 Commercial Rd., Toronto, Ont. M4G 1Z6
(416) 425-8710 Fax: (416) 425-2597

Quebec - Local 905

JEAN-MARC MORIN, Business Manager
202 - 4869 Jarry St. E., Montreal, Que. H1R 1Y1
(514) 326-9412

Nova Scotia - Local 721

KEN ESTABROOKS, Business Manager
P.O. Box 237, Lower Sackville, N.S. B4C 2S9
(902) 865-8844 Fax: (902) 864-0676

New Brunswick - Local 946

EDGAR DOULL, Supervisor
P.O. Box 955, Saint John, N.B. E2L 4E3
(506) 635-1110 Fax: (506) 635-1656

Newfoundland - Local 904

DERM CAIN, President & Business Manager

P.O. Box 356, St. John's, Nfld. A1C 5J9

(709) 726-1910

Fax: (709) 726-1940

Prince Edward Island - Local 902

BLAIR McKINNON, Resident

P.O. Box 244, Charlottetown, P.E.I. CIA 7K4

(902) 892-3662

Fax: (902) 368-2974

APPENDIX 1

**OPERATING ENGINEERS DISTRIBUTION
SYSTEMS AGREEMENT FOR CANADA
BRITISH COLUMBIA & YUKON TERRITORY**

A. WAGE RATES AND CLASSIFICATIONS

1. The classifications and hourly wage rates applicable thereto shall be as follows:

	May 1 1992	May 1 1993
Apprentice Operator	\$18.60	\$19.05
Intermediate Operator	20.55	21.00
Principal Operator	21.37	21.82

2. The hourly wage rates for the Job Steward shall be fifty cents **(\$0.50)** per hour above the regular rate for his classification.
3. Mechanics and Lubrication and Service Unit Operators shall receive an allowance for coveralls for each hour of work performed of thirteen cents **(\$0.13)**.

B. SUB-CONTRACTORS:

The Employer shall engage only those Sub-contractors having an agreement with the Local Union prior to commencing work. In the event a Sub-contractor fails to make payment of wages, or benefits and conditions as contained in this Agreement, the prime contractor shall upon written notice, by the Union of such payroll failure be required to make the necessary payments.

C. EMPLOYER CONTRIBUTIONS

The rates of contributions will be as provided for in the local agreements. Contributions will be paid on each hour of work earned with respect to each employee:

1. Health & Welfare Fund:
May 1, 1992 - **\$1.55** per hour
2. Training Fund
May 1, 1992 - **\$0.31** per hour

3. Pension Fund:
May 1, 1992 - \$2.60 per hour
4. Tool Replacement Fund:
May 1, 1992 - \$0.08 per hour
5. Operating Engineers Advancement Fund
May 1, 1992 - \$0.35 per hour
6. Pipeline Industry Promotion Fund
May 1, 1992 - \$0.11 per hour
The Pipeline Industry Promotion Fund shall be administered by the Pipe Line Contractors Association of Canada.

D. OVERTIME AND HOLIDAY PAY

1. All hours worked by an employee in excess of eight (8) hours per shift and forty (40) hours per week and all hours worked on Saturday shall be paid for at the rate of one and one-half times the straight time rate. All hours worked on Sunday shall be paid for at the rate of double the straight time rate. Work performed on New Year's Day, Heritage Day, Good Friday, Easter Monday, Victoria Day, Dominion Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any such day proclaimed a general holiday by the Federal or Provincial Governments shall be paid for at the rate of double the straight time rate, provided that where one of the holidays above mentioned falls during the work week, the forty (40) straight time hours shall be reduced to thirty-two (32) for the purposes of computing overtime during that week.

E. WAREHOUSE AND TRAVEL

1. On all work where the marshalling point is established north of 56°31' latitude the Employer will provide room and board unless otherwise agreed at the Re-job Conference.
2. If by reason of the distance to the work or the Employer's requirements, an employee is required to work away from his point of hire or the Employer's base of operations, and

cannot be **expected to return daily**, such employees shall receive subsistence allowance of seventy-five dollars **(\$75.00) per** working day.

In the event that such employee ~~elects~~ to reside at his permanent residence and is required to provide his own transportation ~~to~~ and from the work daily, he shall receive a travel allowance of thirty cents **(\$0.30)** per highway kilometer over the ~~shortest~~ route for all kilometers travelled in excess of forty (40) kilometers daily each way **up to** a maximum amount equivalent to the subsistence allowance payable. In the event that an employee ~~is~~ required to work three hundred twenty-five **(325)** kilometers or more away from his point of hire, such employee ~~shall~~ receive subsistence allowance on a calendar day basis.

F. WORKING DUES

1. **The** hourly working dues shall be calculated at two percent **(2%)** of the Principal Operator hourly wage rate and shall be deducted from each employee covered by this Agreement for each hour for which **wages** are payable.

APPENDIX 2
OPERATING ENGINEERS DISTRIBUTION
SYSTEMS AGREEMENT FOR CANADA
ALBERTA, SASKATCHEWAN, MANITOBA,
AND N.W.T.

A. WAGE RATES AND CLASSIFICATIONS:

- 1.** The classifications and hourly wage rates applicable thereto shall be as follows:

	May 1 1992	May 1 1993
Apprentice Operator	\$14.78	\$15.23
Intermediate Operator	18.45	18.90
Principal Operator	19.57	20.02

- 2.** The hourly wage rates for the Job Steward shall be fifty cents (\$0.50) per hour above the regular rate for his classification.
- 3.** Mechanics and Lubrication and Service Unit Operators shall receive an allowance for tools and coveralls for each hour of work performed of fifteen cents (\$0.15) payable at July 1st, December 1st or at termination of employment, whichever first occurs.

B. EMPLOYER CONTRIBUTIONS:

The rates of contributions will be as provided for in the local agreements. Contributions will be paid on each hour of work performed with respect to each employee.

- 1. Health and Welfare Fund:**

Alberta, Saskatchewan, & N.W.T.:

May 1, 1992 - **\$0.75** per hour

Manitoba:

May 1, 1992 - **\$0.65** per hour

May 1, 1993 - **\$0.70** per hour

2. Training **Fund:**

Alberta, Saskatchewan & N.W.T.:

May 1, 1992 - \$0.20 per hour

Manitoba:

May 1, 1992 - \$0.25 ~~pa~~ hour

Oct. 1, 1992 - \$0.30 per hour

Oct. 1, 1993 - \$0.35 per hour

3. Pension Fund:

Alberta & N.W.T.:

May 1, 1992 - \$1.10 per hour

Saskatchewan:

May 1, 1992 - \$1.27 per hour

Manitoba:

May 1, 1992 - \$2.00 per hour

May 1, 1993 - \$2.25 per hour

4. Pipeline Industry Promotion **Fund:**

May 1, 1992 - \$0.11 per hour

The Pipeline Industry Promotion Fund shall be administered by the Pipe Line ~~Contractors~~ Association of Canada.

C. **OVERTIME AND HOLIDAY PAY**

1. All hours worked by an employee in excess of forty (40) hours per week and all hours worked on Saturday shall be paid for ~~at~~ the rate of one and one-half times the straight time rate. All hours worked on Sundry shall be paid for at the rate of double the straight time rate. Work performed on New Year's Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any such day proclaimed a general holiday by the Federal or Provincial Governments and any day recognized in the Construction Industry in each geographical area shall be paid at the rate of double the straight time rate.

D. **WAREHOUSE AND TRAVEL**

1. On all work where the marshalling point is established north of 56°31' latitude the Employer will provide room and board unless otherwise agreed at the Re-job Conference.

2. If by reason of **the distance to the work or the Employer's requirements, an employee is required to work away from his point of hue or the Employer's base of operations, and cannot be expected to return daily**, such employees shall receive subsistence allowance of seventy-five dollars **(\$75.00)**.

In the event that such employee elects to reside at his permanent residence and is required to provide his own transportation to and from the work daily, he shall receive a travel allowance of thirty cents **(\$0.30)** per highway kilometer over the shortest route for all kilometers travelled in excess of forth **(40)** kilometers daily each way up to a maximum amount equivalent to the subsistence allowance payable. In the event that an employee is required to work three hundred twenty-five **(325)** kilometers or more away from his point of hue, such employee shall receive subsistence allowance on a calendar day basis.

APPENDIX 3

**OPERATING ENGINEERS DISTRIBUTION
SYSTEMS AGREEMENT FOR CANADA
ONTARIO**

A. WAGE RATES AND CLASSIFICATIONS:

- 1. The classifications and hourly wage rates applicable thereto shall be as follows:**

Zone:

- (1) Counties of Kent, Elgin, Huron, Perth, Bruce, Grey, Oxford, Brant, that portion of Wellington southwest of Burloak Line, and the Regional Municipalities of Waterloo and Haldimand-Norfolk.
- (2) County of Simcoe and Regional Municipality of Niagara
- (3) Ontario Labour Relations Board Areas 8 and 9 (Metro Toronto and the Regional Municipalities of Peel, York and Durham).
- (4) County of Middlesex and all other areas of Ontario.

	Zone	Sep 14 1992	May 1 1993
Apprentice Operator:			
	(1)	\$17.19	\$17.87
	(2)	17.83	18.51
	(3)	19.65	20.33
	(4)	18.28	18.96
Intermediate Operator:			
	(1)	\$19.87	\$20.55
	(2)	20.50	21.18
	(3)	22.32	23.00
	(4)	20.96	21.64
Principal Operator:			
	(1)	\$20.98	\$21.66
	(2)	21.62	22.30
	(3)	23.44	24.12
	(4)	22.08	22.76

2. The **hourly** wage rates for the Job Steward shall be fifty cents (**\$0.50**) per hour **above** the regular rate for his **classification**.
3. Mechanics and Lubrication and Service Unit **Operators** shall receive **an** allowance for tools and coveralls **for** each hour of work performed of **fifteen** cents (**\$0.15**) payable at July 1st, December 1st **or** at termination **of** employment, whichever first **occurs**.

B. EMPLOYER CONTRIBUTIONS:

The rates of contributions will be **as** provided for in the local agreements. Contributions will be **paid** on each hour of work **earned** with respect to each employee.

1. Health and Welfare Fund:
 - May 1, 1992 - **\$0.85 per hour**
 - Sep. 14, 1992 - **\$1.10 per hour**
 - May 1, 1993 - **\$1.20 per hour**

Where Employer contributions to the Health and Welfare **Fund** on behalf of an employee covered by this Agreement exceed the **annual** amount which may be accumulated by such employee, such **excess** Employer contributions will become Pension Fund contributions and will be **treated** as Employer contributions remitted in accordance with Article **VIII** herein.

2. Training Fund
 - May 1, 1992 - **\$0.13 per hour**
3. Pension Fund:
 - May 1, 1992 - **\$2.20 per hour**
 - Nov. 1, 1992 - **\$2.40 per hour**
 - May 1, 1993 - **\$2.80 per hour**
 - Jan. 1, 1994 - **\$3.00 per hour**

4. Pipeline Industry **Promotion** Fund:
 - May 1, 1992 - **\$0.11 per hour**
 The Pipeline Industry **Promotion** Fund shall be administered by the Pipe Line Contractors **Association** of Canada.

5. The Trustees of the employee benefit funds referred to in this Agreement shall promptly notify the **Local Union** of the failure by any Employer to pay any employee benefit contributions **required to be made** under this Agreement and which are owed under the said funds in order that the Program Administrator of the Employee Wage Protection Program may deem that there has been an assignment of compensation under the said Program **in compliance with the Regulation to the Employment Standards Amendment Act, 1991**, in relation to the Employee Wage Protection Program

C. OVERTIME AND HOLIDAY PAY

1. During the period October **1** to March **31**, all hours worked by an employee in excess of eight **(8)** hours **per shift** and in excess of forty **(40)** straight time hours per week shall be paid for at the rate of time and one-half the straight time rate. During the period April **1** to September **30**, all hours worked by an employee in excess of nine **(9)** hours **per shift** and in **excess** of forty-five **(45)** straight time hours **per week** shall be paid for **at** the rate of time and one-half **the** straight time rate. All **hours** worked **on** Saturday shall be paid for **at the** rate of time and one-half the straight time rate and all hours worked **on** Sunday shall be paid for **at** the rate of double **the** straight time rate. Work performed on new Year's Day, Good Friday, Victoria Day, Dominion Day, First Monday in August, **Labour** Day, Thanksgiving Day, Christmas Day, **Boxing** Day and any such day proclaimed a general holiday by the Federal or Provincial Governments and any day recognized in the Construction Industry shall be paid for at the rate of double the straight time rate, provided that where one of the holidays above mentioned falls during the work week, all hours worked by an employee in excess of ten **(10)** hours **per shift** and forty **(40)** straight time hours that week, and all hours worked **on** Saturday, shall be paid for at the rate of time and one-half the straight time rate.

D. WAREHOUSE AND **TRAVEL**

1. If by reason of the distance to the work or the Employer's requirements, an employee is required to work away from the Employer's permanent base of **operations** where he was

hired and cannot be expected to return daily, such **employee** shall receive a subsistence allowance as follows:

May 1, 1992 \$65.00 per working day

Sep. 14, 1992 \$66.25 per working day

May 1, 1993 \$67.50 per working day

In the event that an employee is required to work three hundred twenty-five (325) kilometers or more away from his point of hire, such employee shall receive subsistence allowance on a calendar day basis.

In the event the Employer establishes additional temporary bases of operations, an employee shall receive a travel allowance for each working day over the shortest route for all kilometers travelled in excess of forty (40) kilometers daily each way up to a maximum of the daily subsistence allowance defined in the previous paragraph for the distance travelled between the Local Union dispatch office and the job, or his permanent residence and the job, whichever is less as follows:

May 1, 1992 \$0.30 per highway kilometer

Sep. 14, 1992 \$0.31 per highway kilometer

May 1, 1993 \$0.32 per highway kilometer

E. HIRING PROCEDURE

Notwithstanding the provisions of Article V.A.3, the Employer shall have the right to name request up to fifty percent (50%) of the required new employees who are members of the Local Union.

APPENDIX 4

**OPERATING ENGINEERS DISTRIBUTION
SYSTEMS AGREEMENT FOR CANADA
NEW BRUNSWICK, NOVA SCOTIA, PRINCE
EDWARD ISLAND AND NEWFOUNDLAND**

A. WAGE RATES AND CLASSIFICATIONS;

1. The classifications and hourly wage rates applicable thereto shall be as follows:

	May 1 1992	May 1 1993
Apprentice Operator	\$13.57	\$14.02
Intermediate Operator	16.13	16.58
Principal Operator	17.10	17.55

2. The hourly wage rates for the Job Steward shall be fifty cents (\$0.50) per hour above the regular rate for his classification.
3. Mechanics and Lubrication and Service Unit Operators shall receive an allowance for tools and coveralls for each hour of work performed of fifteen cents (\$0.15) payable at July 1st, December 1st or at termination of employment, whichever first occurs.

B. EMPLOYER CONTRIBUTIONS

The rates of contributions will be as provided for in the local agreements. Contributions will be paid on each hour of work performed with respect to each employee.

1. Health and Welfare Fund:

New Brunswick:

May 1, 1992 - \$0.72 per hour

Prince Edward island & Newfoundland:

May 1, 1992 - \$0.15 per hour

Nova Scotia:

May 1, 1992 - \$0.20 per hour

2. Pension Fund:

New Brunswick:

May 1, 1992 - \$0.35 per hour

Nova Scotia:

May 1, 1992 - \$1.00 per hour

Newfoundland:

May 1, 1992 - \$0.50 per hour

3. Training Fund

New Brunswick, Prince Edward Island

May 1, 1992 - \$0.05 per hour

Nova Scotia:

May 1, 1992 - \$0.11 per hour

Newfoundland:

May 1, 1992 - \$0.15 per hour

4. Pipeline industry *Promotion* Fund:

May 1, 1992 - \$0.11 per hour

The Pipeline Industry Promotion Fund shall be administered by the Pipe Line Contractors Association of Canada.

C. WAREHOUSE AND TRAVEL

1. If by reason of the distance to the work or the Employers requirements, an employee is required to work away from his point of hue or the Employer's base of operations, and cannot be expected to return daily, such employees shall receive subsistence allowance of sixty dollars (\$60.00) per working day.

In the event that such employee elects to reside at his permanent residence and is required to provide his own transportation to and from the work daily, he shall receive a travel allowance of thirty cents (\$0.30) per highway kilometer over the shortest route for all kilometers travelled in excess of forty (40) kilometers daily each way up to a maximum amount equivalent to the subsistence allowance payable. In the event that an employee is required to work three hundred twenty-five (325) kilometers or more away from his point of hue, such employee shall receive subsistence allowance on a calendar day basis.

D. OVERTIME AND HOLIDAY PAY

1. All **hours worked** by an **employee** in **excess** of forty-four **(44)** hours per week and all hours worked on Saturday shall be paid for at the rate **of one and one-half times** the straight time rate. All hours worked on Sunday shall be paid for at the rate **of double** the straight time rate. Work performed on New **Year's** Day, Good Friday, Victoria Day, Dominion Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any such day proclaimed a general holiday by the Federal or Provincial Governments and any day recognized in the Construction **Industry** in each **geographical area** shall be paid at the rate of double the straight **time rate**, provided that where one of the holidays above mentioned falls during the work **week**, the forty-four **(44)** straight **time** hours shall be reduced to thirty-six (36) for the purposes of computing overtime during that week