

**MASTER AGREEMENT  
for  
DISTRIBUTION PIPELINE CONSTRUCTION  
IN CANADA**

AGREEMENT made this first day of May, AD., 2004.

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 employers 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 THE FOLLOWING, JOINTLY OR INDIVIDUALLY:

LABORERS INTERNATIONAL UNION OF NORTH AMERICA (hereinafter referred to as the "Union") on behalf of its Local Unions which have been assigned, from time to time, pipeline jurisdiction in Canada by the Union (hereinafter referred to as the "Local Union"),

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").

AND:

TEAMSTERS CANADA (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

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upon hours of work, wage rates, employee benefits and conditions of employment.

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

## **ARTICLE 1 COVERAGE AND DEFINITIONS**

THIS AGREEMENT shall apply **to** and cover the construction, installation, treating, reconditioning, taking-up, re-bevelling, re-laying, relocating, stockpiling, double-jointing or testing of all distribution pipelines or any segments thereof, including marine pipelines, transporting gas, oil, vapours, liquids, slurries, solids, or other transportable materials and underground and marine cables and all work incidental thereto and 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. By mutual agreement this contract may be extended **to** cover other territory.

- 1.1 DISTRIBUTION PIPELINES shall include:
  - 1.1.1 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.
  - 1.1.2 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.
  - 1.1.3 Distribution piping could be manufactured from iron, steel, aluminum, copper, brass, plastic or any other materials which might be substituted for the aforementioned.
  - 1.1.4 Oil and gas gathering lines which connect directly from the well to the mainline or to or from products extraction or processing plants.

- 1.1.5 Pipelines constructed as underground cable conduits downstream from town border stations to industrial, commercial, institutional, and residential meters.
- 1.1.6 Pipelines for 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.
- 1.1.7 All pipelines 6" diameter and under.
- 1.2 EXCLUSIONS from the coverage of this Agreement shall be:
- 1.2.1 Mainline pipelines as defined in and covered by the Mainline Pipeline Agreements for Canada.
- 1.2.2 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.
- 1.2.3 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.
- 1.3 DEFINITIONS of terms contained in and for purposes of this Agreement shall include:
- 1.3.1 "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 work shall include the construction of all pipelines up to the point at which lower pressure distribution systems take off from higher pressure lateral and branch lines. IT IS UNDERSTOOD that this definition shall be interpreted as being subject to the definition of distribution work as contained herein.

1.3.2 "Town border station" means that point at which deliveries to the distribution systems begin and are transformed, metered, or measured.

1.4 All reference in this Agreement to the masculine gender shall apply also to the feminine gender.

## **ARTICLE 2 SCOPE OF WORK**

2.1 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.

2.2 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 and all sub-contractors. The Employer will engage those sub-contractors who shall employ only members of the Union for the performance of the sub-contract. The Employer shall be responsible for enforcing the wages and conditions of this Agreement on the sub-contractor(s).

2.3 Where, during the term 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 in Article 7, 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 or special conditions 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 the Grievance Procedure. Any hourly wage rate established shall become

effective on the date upon which notice is given to commence negotiations.

2.4 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.

2.5 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 1 hereof.

2.6 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 the Grievance Procedure.

### **ARTICLE 3 UNION RECOGNITION AND UNION SECURITY**

3.1 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.

3.2 The Employer shall have the right to discharge employees for just cause. The Employer shall provide a termination slip within forty-eight (48) hours which shall state the reasons for discharge or layoff occurring prior to job completion and whether the employee is eligible for re-hire.

3.3 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.

3.4 As a condition of hiring each employee shall sign the proper authorization form which authorizes the Employer to deduct monthly dues, working dues, advancement dues, initiation fees, and assessments from the employee's pay. The Union will notify the Association and the Employer in writing as to the amounts of fees, dues and assessments to be deducted from the wages of employees from time to time.

3.5 All Local Union 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.

3.6 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 by 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.

3.7 The 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.

3.8 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.

3.9 The Business Representative of the Local Union shall have access to any job or work area at any time, providing

notice is given to the available Employer's representative on the jobsite or work area.

3.10 The Employer's representative on site shall provide the Union Business Agent upon request with the names of his employees and sub-contractors on the project.

3.11 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.

3.12 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.

3.13 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.

3.14 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 4 JOB NOTIFICATION AND ENFORCEMENT**

4.1 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 all subcontractors under the terms and conditions of this Agreement. The Union will designate the Local Union(s) which will have territorial jurisdiction. The job notification form to be used is attached to this Agreement as Addendum A.

4.2 The Employer, its appointed sub-contractor(s) covered by this Agreement, and the Union shall hold a Pre-job Conference before the start of the job, and the Local Union Representative at such conference shall be authorized by the 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 Pre-job Conference shall be to define those matters outlined in the Pre-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.

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

4.4 Prior to recommencement of work in any area, the Employer shall contact the Local Union Business Representative to review the anticipated startup times and manning requirements.

4.5 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 1 hereof.

## **ARTICLE 5 HIRING PROCEDURE**

The hiring procedures are contained in the Appendices attached to and forming part of this Agreement.

## **ARTICLE 6 WORKING RULES**

6.1 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. The Employer may pay each employee by electronic transfer to the employee's designated bank account. In the event of a lay-off or discharge, employees cheques for all earnings due them at the time of lay-off or discharge must be delivered as soon as possible, but no later than two (2) of the Employers scheduled working days following such termination.

6.2 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.

6.3 The Employer shall provide rain suits and rubber boots, when required, and safety hats at no cost to the employee provided the employee returns same on termination of employment.

6.4 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 or without adequate rest (up to eight (8) hours of any twenty-four (24) hour period) shall not be deemed to be a breach of this Agreement and shall not be a reason for discharge.

6.5 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.

6.6 The Job Steward shall represent the Union as a member of any Job Safety Committee and he, or another committee member representing one of the Unions, depending upon the nature of the inspection, shall be made freely available by the Employer to accompany any authorized governmental representative on project inspection.

6.7 The certified health and safety representative, where required by legislation, will not be excluded from overtime

work, by crew or project, provided he is able to perform the work required and shall be one of the last three employees retained by the Employer if competent to perform the available work remaining.

6.8 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.

6.9 Employees will be permitted a fifteen minute work break for each half shift worked during working hours provided that this will be done in such a manner as will least interfere with the continuous performance of the work.

6.10 Where the nature and location of the work, as determined at the Pre-job Conference, are such as to require special clothing for protection from adverse 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.

6.11 The Employer shall provide drinking water in approved sanitary containers and paper cups where no running tap water is available.

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

6.13 The Employer shall provide portable sanitary facilities for all employees where necessary.

## **ARTICLE 7 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 8  
EMPLOYER CONTRIBUTIONS**

8.1 Rates at which the Employer shall contribute for each hour of work performed on behalf of each employee employed under the terms of this Agreement are contained in the Appendices attached to and forming part of this Agreement.

8.2 Contributions shall be recorded on a remittance form and remitted to the designated recipient of such contributions on or before the fifteenth (15) day of the month following the month for which contributions are to be made. In the event that any Employer is delinquent in his contributions to the above funds for more than thirty (30) days, the Employer and the Association shall be notified of such delinquency. If after five (5) days from such notice such delinquency has not been paid, the Employer shall pay to the applicable funds, as liquidated damages and not as a penalty, an amount equal to ten percent (10%) of the arrears for the month, or part thereof, in which the Employer is in default. Thereafter, interest shall accumulate at the rate of two percent (2%) per month (24% per year compounded monthly) on any unpaid arrears, including liquidated damages.

8.3 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.

8.4 The Board 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 liquidated damages to the extent that such may be necessary for the protection of the beneficiaries of such Trust Funds.

8.5 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

8.6 All employer contributions 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.

8.7 The Business Representative of the Local Union may inspect, during regular business hours, the Company's record of time worked by employees and contributions to the plan.

8.8 The Employer shall be responsible for the payment of any government sales taxes applicable to any trust fund contributions payable by the Employer.

## **ARTICLE 9 OVERTIME AND HOLIDAY PAY**

9.1 The work week shall begin Sunday and shall end Saturday. The hours of work are contained in the Schedules as set forth in the respective appendices attached to and forming part of this Agreement.

9.2 If one of the holidays listed in the Appendices and/or Schedules contained in this Agreement, 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.

9.3 Vacation and statutory holiday pay shall be ten percent (10%) of total earnings of an employee paid on each paycheque, which shall be deemed to include the Employer's obligation to make similar payments covering vacation pay and statutory holiday pay by applicable Government Orders or Regulations. Where the 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. The employee will receive vacation pay in accordance with the applicable legislation and the balance will be regarded as statutory holiday pay.

**ARTICLE 10  
WAREHOUSE, TRAVEL, AND SUBSISTENCE**

10.1 The Employer 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 Pre-job Conference. The Employer 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.

10.2 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, 2004	\$82.00 per working day
May 1, 2005	\$84.00 per working day
May 1, 2006	\$86.00 per working day

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

10.4 The Employer shall pay employees at straight time rates for all time spent travelling to and from the work site in excess of fifteen (15) minutes each way. Time will commence leaving the assembly point and end at the time of arrival at the work site. This local travelling time allowance will be made only when an employee reports to an assembly point and is supplied with transportation. Employees who are required to drive equipment to and from the jobsite shall be paid for all time spent performing such duties.

10.5 In the event the Employer establishes additional temporary bases of operations, an employee shall receive a travel allowance of

May 1, 2004	45¢ per kilometre
May 1, 2005	47¢ per kilometre
May 1, 2006	50¢ per kilometre

for each working day over the shortest route for all kilometres travelled in excess of forty (40) kilometres daily each way up to a maximum of the daily subsistence allowance defined in 10.2 above for the distance travelled between the Local Union dispatch office and the job, or his permanent residence and the job, whichever is less.

10.6 Any employee required to work at the warehouse or marshalling point shall be paid for any time spent performing this work.

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

10.7.1 After fifteen (15) scheduled working days on the job, or at job completion, whichever first occurs,

May 1, 2004 45¢ per highway kilometre

May 1, 2005 47¢ per highway kilometre

May 1, 2006 50¢ per highway kilometre

via the shortest route from the city where he was hired to the point of commencement of employment. Reporting time days shall be included in computing the fifteen (15) days.

10.7.2 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

May 1, 2004 45¢ per highway kilometre

May 1, 2005 47¢ per highway kilometre

May 1, 2006 50¢ per highway kilometre

via the shortest route from point of termination of employment to city of hire.

10.7.3 The Employer will ensure that an employee is not deprived of personal transportation as a result of that employee being required by the Employer to move any equipment from one marshalling point and/or yard to another marshalling point and/or yard.

10.8 When the Employer elects to provide a camp, camp conditions will be discussed at the Pre-job Conference.

**ARTICLE 11  
REPORTING AND CALL BACK TIME**

11.1 Reporting time pay is contained in the Appendices attached to and forming part of this Agreement.

11.2 Call back time pay shall be 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.

11.3 Hours paid under the provisions of 11.1 and 11.2 above shall be included in computing the straight time weekly maximum hours after which overtime is payable.

11.4 Notwithstanding the provisions of 11.1 and 11.2 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.

11.5 Notwithstanding the provisions of 11.1 and 11.2 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 12  
WORK STOPPAGES, SECONDARY BOYCOTTS,  
AND JURISDICTIONAL DISPUTES**

12.1 There shall be during the term of this Agreement and as to any work covered hereby, no slowdown, no 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 immediately; HOWEVER, any settlement where hours of pay are involved shall be retroactive.

**ARTICLE 13  
GRIEVANCE PROCEDURE**

The grievance procedures are contained in the Appendices attached to and forming part of this Agreement.

**ARTICLE 14  
CANADIAN PIPELINE ADVISORY COUNCIL**

There shall be maintained throughout the term of this Agreement a Canadian Pipeline Advisory Council consisting of one representative of the Laborers International Union of North America; one representative of the International Union of Operating Engineers; one representative of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada; and one representative of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, and an equal number of representative 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.

**ARTICLE 15  
LIABILITY**

15.1 The Pipe Line Contractors Association of Canada is acting merely as a Collective Bargaining Agent in the negotiation and execution of this Agreement, and in no event will the Association be bound as a principal or be liable in any manner for any breach of this Agreement by any individual Employer.

15.2 It is further understood that no liability shall arise on the part of the International Union herein by reason of any unauthorized act by any employee of the said Employers or any Local Union or official thereof affiliated with the International Union unless and until such unauthorized act is brought to the attention of the International Union and a reasonable opportunity given to the Union to correct such act or ratify same.

**ARTICLE 16**  
**EFFECTIVE DATE, TERMINATION, AND RENEWAL**

16.1 This Agreement shall become effective on the first day of May, AD., 2004, and shall continue in full force and effect until the thirtieth (30th) day of April, AD., 2007 and thereafter from year to year unless terminated upon written notice of either party within one hundred and twenty (120) days prior to any anniversary of the terminal date.

16.2 Either Party to this Agreement may, no more than one hundred twenty (120) days prior to the terminal date, request the other Party to commence collective bargaining. Such notice to be given by registered mail.

16.3 If notice to negotiate has been given by either Party, this Agreement shall remain in force and effect during any period of negotiations in accordance with established legislative and/or governmental authority.

16.4 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 Mississauga, in the Province of Ontario, the 28th day of July, AD., 2004.

Pipe Line Contractors Association of Canada:

\_\_\_\_\_  
L. R. Mullin, Chairman  
Distribution Negotiating Committee

\_\_\_\_\_  
B. L. Brown  
Executive Director

Teamsters Canada:

\_\_\_\_\_  
R. Bouvier  
President

\_\_\_\_\_  
E. Hawrysh  
International Representative

International Union of Operating Engineers:

\_\_\_\_\_  
D. Cain  
Canadian Director

\_\_\_\_\_  
M. McGinnis  
International Representative

Laborers International Union of North America:

\_\_\_\_\_  
J. Mancinelli  
Int'l Vice President &  
Regional Manager  
Central & Eastern Canada

\_\_\_\_\_  
K. Reardon  
Sub-Regional Manager  
Western Canada

**APPENDIX B  
OPERATING ENGINEERS DISTRIBUTION  
SYSTEMS AGREEMENT FOR CANADA**

**ARTICLE A1  
COVERAGE AND DEFINITIONS**

B1.1 DEFINITIONS of terms contained in and for purposes of this Agreement shall include:

B1.1.1 "Group 1 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 80W capacity or greater; wheel type trenching machines; bending machines; line travel cleaning and doping machines; backhoes; draglines; clams; cranes; other shovel-type equipment including industrial tractors with backhoe attachments; hydravac excavating machines; and boring machines of 16 inch diameter and larger.

B1.1.2 "Group 2 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.

- B1.1.3** "Group 3 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.
- B1.1.4** "Spotter" means any person employed to assist a Principal Operator in the spotting, placing, maintaining or cleaning of equipment.
- B1.1.5** "Mechanic's Helper" means any person employed to assist a mechanic in the maintenance and repair of the equipment referred to herein.
- B1.1.6** "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.
- B1.1.7** "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.
- B1.1.8** "A-Frame" means a dual purpose truck equipped with gin poles and winch when used to hoist, lower or erect material or to transport suspended loads.
- B1.1.9** "Apprentice Mechanic" shall be employed in accordance with provincial governmental regulations or any joint labour-management apprenticeship plan acceptable to the Association.
- B1.1.10** "Drill Doctor" means a person employed to maintain and repair drills and sharpen bits.
- B1.1.11** "Bit Grinder" means a person employed exclusively to sharpen bits by grinding.
- B1.1.12** "Power Mounted Drill" means a drilling unit where the prime mover is an integral part of the drill

B1.1.13 "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.

B1.1.14 "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.

B1.1.15 "Directional Drilling Machine" means a drilling unit capable of being guided during the drilling operation.

## **ARTICLE B2 SCOPE OF WORK**

B2.1 Owner-operated and manned rented equipment shall in no way be used to circumvent the intentions and provisions of this Agreement including the replacement of regular operators in particular with respect to overtime, layoffs, and recalls. Owner-operators cannot become regular operators unless dispatched from the union hall under Article B5. 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 and must be cleared through the union hall. All rental equipment must 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.

B2.2 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 shops, be entitled to operate under either:

**B2.2.1** A new shop agreement to be entered into with the Union or Local Union, or

**B2.2.2** Any shop agreement existing with the Local Union within the local vicinity of the permanent repair shop.

**B2.3** 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.

### **ARTICLE B3 RECOGNITION AND SECURITY**

**B3.1** 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 **B5.1.1** and **B5.1.2**;

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

### **ARTICLE B4 JOB NOTIFICATION AND ENFORCEMENT**

All provisions covered by this Article are contained in the Master Section.

**ARTICLE B5  
HIRING PROCEDURE**

B5.1 At the Pre-job Conference the Employer may request and the Local Union shall clear:

B5.1.1 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 start 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.

B5.1.2 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.

B5.1.3 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.

**B5.2** 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.

**B5.3** 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.

**B5.4** 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.

**B5.5** If the Local Union is unable to supply the required employees in accordance with Article **B5.2**, the Employer may obtain employees elsewhere, subject to the provisions of Article 3.3.

**B5.6** 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 3.3.

**B5.7** 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.

**B5.8** The 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 Article **B5.1**.

## **ARTICLE B6 WORKING RULES**

**B6.1** Subject to the terms of this Agreement, the Employer shall determine the number of employees required.

**B6.2** 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.

**B6.3** 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 Articles **B6.1** and **B6.2**, 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.

**B6.4** 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 **B5.5** 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.

**B6.5** 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.

**B6.6** 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.

B6.7 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.

B6.8 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.

B6.9 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.

B6.10 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 defense on behalf of the employee.

#### **ARTICLE B7 WAGE RATES AND CLASSIFICATIONS**

B7.1 Classifications and the hourly wage rates applicable thereto are contained in the Schedules attached to and forming part of this Appendix.

#### **ARTICLE B8 EMPLOYER CONTRIBUTIONS**

B8.1 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 Schedules attached to and forming part of this Appendix.

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.

B8.2 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.

#### **ARTICLE B9 OVERTIME AND HOLIDAY PAY**

All provisions covered by this Article are contained in the Master Section and the attached Schedules.

#### **ARTICLE B10 WAREHOUSE AND TRAVEL**

B10.1 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.

B10.2 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.

#### **ARTICLE B11 REPORTING AND CALL BACK TIME**

B11.1 Reporting time for all Operating Engineers shall be paid as follows:

B11.1.1 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.

B11.1.2 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.

B11.1.3 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.

B11.1.4 Notwithstanding the provisions of 3 above, where inclement weather prevents the continuance of any work, a minimum of five (5) hours pay or the number of hours actually worked, whichever is greater, at the applicable rate for that day to any employee who performs work of more than four (4) hours duration.

## **ARTICLE B12 GRIEVANCE PROCEDURE**

B12.1 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.

B12.2 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.

B12.3 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.

**B12.4** 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.

**B12.5** 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.

**B12.6** 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.

**B12.7** 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.

**B12.8** The decision of the Arbitrator shall be final and binding.

**B12.9** 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.

**B12.10** Pending settlement of any grievance, it is agreed that the work shall be prosecuted without slowdown, work stoppage or lockout.

IN WITNESS WHEREOF, we, the undersigned hereby attach our hands and seals to this Agreement concluded at the City of Mississauga, in the Province of Ontario, the 28th day of September, AD., 2004.

**PIPE LINE CONTRACTORS ASSOCIATION OF CANADA**

\_\_\_\_\_  
L. R. Mullin, Chairman  
Distribution Negotiating Committee

\_\_\_\_\_  
B. L. Brown  
Executive Director

**INTERNATIONAL UNION OF OPERATING ENGINEERS**

\_\_\_\_\_  
D. Cain  
Canadian Regional Director

\_\_\_\_\_  
M. McGinnis  
International Representative

**SCHEDULE B1  
OPERATING ENGINEERS DISTRIBUTION  
SYSTEMS AGREEMENT FOR CANADA  
BRITISH COLUMBIA & YUKON TERRITORY**

1. WAGE RATES AND CLASSIFICATIONS

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

	May 1 2004	Nov 1 2004	May 1 2005	Nov 1 2005	May 1 2006
Group 1 Operator	24.92	25.42	25.92	26.42	26.92
Group 2 Operator	24.10	24.60	25.10	25.60	26.10
Group 3 Operator	22.15	22.65	23.15	23.65	24.15

1.2 The hourly wage rates for the Job Steward shall be fifty cents (\$0.50) per hour above the regular rate for his classification.

1.3 Mechanics and Lubrication and Service Unit Operators shall receive an allowance for coveralls for each hour of work performed of thirteen cents (**\$0.13**).

2. 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.

3. 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:

<b>British Columbia &amp; Yukon Territory</b>	<b>May 1 2004</b>	<b>May 1 2005</b>	<b>May 1 2006</b>
Health and Welfare Fund	2.00		
Training Fund	0.50		
Pension Fund	5.00		5.50
Tool Replacement Fund	0.08		
OE Advancement Fund	0.90		
P.I.P. Fund †	0.25	0.27	0.29

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

4. OVERTIME AND HOLIDAY PAY
  - 4.1 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.
5. WAREHOUSE AND TRAVEL
  - 5.1 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 Pre-job Conference.
6. WORKING DUES
  - 6.1 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.

	May 1 2004	Nov 1 2004	May 1 2005	Nov 1 2005	May 1 2006
Group 1 Operator	22.93	23.43	23.93	24.43	24.93
Group 2 Operator	21.31	22.31	22.81	23.31	23.81
Group 3 Operator	17.64	18.64	19.14	19.64	20.14

2. **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.

<b>Alberta, Saskatchewan &amp; Northwest Territories</b>	May 1 2004	May 1 2005	May 1 2006
Health and Welfare Fund	1.45		
Training Fund	0.50		
Pension Fund	5.50	6.00	
OE Advancement Fund	1.00		
P.I.P. Fund †	0.25	0.27	0.29

administered by the Pipe Line Contractors Association of Canada.

3. OVERTIME AND HOLIDAY PAY
- 3.1 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 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, 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.
  
4. WAREHOUSE AND TRAVEL
- 4.1 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 Pre-job Conference.

**SCHEDULE B3  
OPERATING ENGINEERS DISTRIBUTION  
SYSTEMS AGREEMENT FOR CANADA  
MANITOBA**

1. WAGE RATES AND CLASSIFICATIONS:  
1.1 The classifications and hourly wage rates applicable thereto shall be as follows:

	May 1 2004	Nov 1 2004	May 1 2005	Nov 1 2005	May 1 2006
Group 1 Operator	23.75	24.25	24.75	25.25	25.75
Group 2 Operator	22.63	23.13	23.63	24.13	24.63
Group 3 Operator	18.96	19.46	19.96	20.46	20.96

- 1.2 The hourly wage rates for the Job Steward shall be **fifty** cents (\$0.50) per hour above the regular rate for his classification.
- 1.3 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.

2. 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.

Manitoba	May 1 2004	May 1 2005	May 1 2006
Health and Welfare Fund	1.40		
Training Fund	1.00		
Pension Fund	5.00		5.50
OE Advancement Fund	0.75		
P.I.P. Fund †	0.25	0.27	0.29

3. OVERTIME AND HOLIDAY PAY

3.1 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 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, 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.

4. WAREHOUSE AND TRAVEL

4.1 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 Pre-job Conference.

**SCHEDULE B4  
OPERATING ENGINEERS DISTRIBUTION  
SYSTEMS AGREEMENT FOR CANADA  
ONTARIO**

I. WAGE RATES AND CLASSIFICATIONS:

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

**Zones:**

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

<b>Zone 1</b>	May 1 2004	Nov 1 2004	May 1 2005	Nov 1 2005	May 1 2006
Group 1 Operator	26.95	27.31	27.70	28.06	28.81
Group 2 Operator	25.74	26.06	26.35	26.66	27.23
Group 3 Operator	23.07	23.39	23.68	24.00	24.56

<b>Zone 2</b>	May 1 2004	Nov 1 2004	May 1 2005	Nov 1 2005	May 1 2006
Group 1 Operator	29.22	29.58	29.96	30.33	31.07
Group 2 Operator	28.01	28.33	28.62	28.94	29.50
Group 3 Operator	25.34	25.65	25.95	26.26	26.83

<b>Zone 3</b>	May 1 2004	Nov 1 2004	May 1 2005	Nov 1 2005	May 1 2006
Group 1 Operator	27.41	27.77	28.15	28.52	29.26
Group 2 Operator	26.20	26.52	26.81	27.13	27.69
Group 3 Operator	23.52	23.84	24.13	24.45	25.01

1.2 The hourly wage rates for the Job Steward shall be **fifty** cents (\$0.50) per hour above the regular rate for his classification.

1.3 Mechanics and Lubrication and Service Unit Operators shall be supplied coveralls and shall receive an allowance for tools 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.

1.4 Trainees may be employed by the Employer at a ratio not to exceed one (1) Trainee for every four (4) Principal Operators or as otherwise authorized in writing by the Union. Trainees shall be employed at a percentage of the applicable Principal Operator rate as follows:

First 1500 hours	- 60%
Second 1500 hours	- 80%

1.5 Shift premium of one dollar (\$1.00) per hour for second shift (night work).

1.6 The Employer will deduct weekly working dues at a rate of two percent (2%) of each employee's total wage package based on hours earned. The wage package shall include the total of the employee's hourly rate, plus pension rate, benefit rate and vacation pay added together.

1.7 The Employer shall deduct ten cents (10¢) per hour for each hour earned by each employee covered by this Agreement to the Operating Engineers Local 793 Advancement Fund. The amount deducted shall be remitted together with other monthly contributions and deductions in the manner set out in this Agreement. The Operating Engineers Local 793 Advancement Fund shall be administered by the Union and shall be used to further its mandate and strategic objectives.



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.

3.2 The Employer shall not require any employee to work for periods that do not allow the employee eight (8) consecutive hours of rest in any twenty-four (24) hour period. Any employee recalled to work with less than an eight (8) hour rest period shall be paid at one and one-half times the straight time rate for all hours worked until conclusion of that shift.

4. HIRING PROCEDURE

Notwithstanding the provisions of Article A5.1.3, 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.

**SCHEDULE B5  
OPERATING ENGINEERS DISTRIBUTION  
SYSTEMS AGREEMENT FOR CANADA  
NEW BRUNSWICK, NOVA SCOTIA, PRINCE  
EDWARD ISLAND AND NEWFOUNDLAND**

1. WAGE RATES AND CLASSIFICATIONS;

- 1.1 The classifications and hourly wage rates applicable thereto shall be as follows:

	May 1 2004	May 1 2005	May 1 2006
Group 1 Operator	22.97	23.47	24.02
Group 2 Operator	21.85	22.35	22.90
Group 3 Operator	18.18	18.68	19.23

- 1.2 The hourly wage rates for the Job Steward shall be ~~fifty~~ cents (\$0.50) per hour above the regular rate for his classification.

- 1.3 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.

2. 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.

<b>NB, NS, PEI &amp; NF and LB</b>	May 1 2004	Nov 1 2004	May 1 2005	Nov 1 2005	May 1 2006
Health and Welfare Fund	1.40	1.95			
Training Fund	1.00				
Pension Fund	5.00			5.55	6.00
OE Advancement Fund	1.00				
P.I.P. Fund †	0.25		0.27		0.29

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

3. OVERTIME AND HOLIDAY PAY

3.1 All hours worked by an employee in excess of nine (9) hours per shift and in excess of forty-five (45) 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, 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, 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.

4. ASSIGNMENT

4.1 The Employer agrees that, notwithstanding the provisions in any of the other three pipeline crafts' agreements, appendices or understandings, the assignment of any work shall be made in accordance with local area practice and Provincial Labour Board decisions.

**SCHEDULE B6**  
**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:*

344312 Alberta Ltd.  
426809 Alberta Ltd.  
664328 Alberta Ltd.  
Abco Supply & Service Ltd.  
Accu-Ram Services Limited  
Aecon Civil & Utilities  
Advanced Hydro-Vac Corporation  
Alberta Mobile Air Compression Services  
Alberta Oilfield Services Ltd.  
All-Ways Boring Ltd.  
Alta North Pipeline Concrete Products Ltd.  
Amalgamated Crane Services Inc.  
Antagon Pipelines Company Ltd.  
Arnett & Burgess Oilfield  
Badger Daylighting Inc.  
Badry Enterprises Ltd.  
Baldy's Heavy Equipment Repairs Ltd.  
Banister Majestic Inc.  
Banister Pipeline Construction Company  
Banister Pipelines Inc.  
Beaver Pipeline Construction Limited  
Bechtel Canada Limited  
Berg Location Clearing Ltd.  
Berg Oilfield Services Ltd.  
BFC Industrial - Nicholls Radtke  
BFC Pipelines  
BFC Utilities  
Bolder Concrete Ltd.  
C.S.I. Hydrostatic Testers  
Calgary Tunnelling & Horizontal Auguring Ltd.  
Canadian Subaqueous Pipelines Ltd.  
Can-Alaska Developments Ltd  
Canapipe Construction Ltd.

Carbrook Contracting Ltd.  
Carmax Truck Lines Ltd.  
Cedar Mechanical Co. Ltd.  
Chinook Construction & Engineering Ltd.  
Cliffside Pipelayers Ltd.  
Commercial Resins of Canada Ltd.  
Consamar Inc.  
Consbec Inc.  
Continental Electric Ltd.  
Coolsaet Pipeline Ltd.  
Curran Construction Ltd.  
Dillingham Construction Ltd.  
Dillingham Corporation Canada Ltd.  
Domex Pipe Line Inc.  
Dresser Industries Inc. - Dresser Titan  
Dwyer Engineering and Construction Limited  
Eveready Industrial Services Limited  
FPC Construction Ltd.  
Flint Construction (1970) Ltd.  
Formac Pumping Services Limited  
GCL Inc.  
Geleman Enterprises Ltd.  
Genstar Construction Limited  
Global Air Drilling Services Ltd.  
G.M. Gest Contractors Ltd.  
H.B. Contracting Ltd.  
H.C. Price of Canada Ltd.  
Henuset Bros. Ltd.  
Henuset Construction Ltd.  
Henuset Pipeline Constr. Ltd.  
Husky Hydro Vac Ltd.  
Hydro-Vac Ltd.  
Industrial Excavators Ltd.  
Interpro Contractors Ltd.  
J.L. Cox & Son, Inc.  
Joyce Leonard Canada Ltd.  
Junior Service & Repair Ltd.  
K-R-M Construction  
Kaps Entrepouse Ltd.  
Kaps Transport Ltd.  
Kodiak Hydro Vac Services  
Kordyban Transport (1980) Ltd.  
Lackie Pipestringing Ltd.  
Lafarge Construction Materials  
Leonard Pipeline Contractors Ltd.  
Long Branch Contractors Ltd.

Loram International Ltd.  
Lorenzo Environmental Contractors Ltd.  
Majestic Contractors Limited  
Marine Pipeline Construction of Canada (1993)  
McCaws Drilling & Blasting Ltd.  
McDace Construction Inc.  
MHG International Ltd.  
Michezzi Pipe Stringing  
Mid-Canada Contractors Limited  
Milbar Hydro-Test Ltd.  
Mi-Pal Holdings Ltd.  
Mr. Green-up (Alta) Ltd.  
Nap Stringing Contractors Ltd.  
National Caterers Ltd.  
Noceta Enterprises (1981) Ltd.  
Nor-Can Construction Ltd.  
Nor-Pipe Construction Limited  
North American Construction Ltd.  
Northern Construction Company Ltd.  
Northern Crane Service  
O.E. Hamlyn Drillers Limited  
O.J. Pipelines Canada  
O.J. Pipelines Inc.  
Opron Construction Co. Ltd.  
Pancana Associated Contractors Ltd.  
Panky's Enterprises (D.V.) Ltd.  
Papp's Service  
Pashco Blasting Ltd.  
Pat McNulty Ltd.  
Pe Ben Contractors  
Pe Ben Industries Company Ltd.  
Pe Ben Pipelines (1979) Ltd.  
Pe Ben Transport Ltd.  
Pemrow Pipelines Construction Co. Limited  
Pentzien Canada, Inc.  
Permanent Concrete  
Permanent Lafarge  
Piggott Pipeline Limited  
Plains Construction Ltd.  
PPC Prairie Pipeline Contractors Ltd.  
Prairie Pipeline Contractors Ltd.  
Premay Pipeline Hauling Ltd.  
River Construction Corporation Limited  
R.L. Coolsaet of Canada Ltd.  
Robb Const. Co. Ltd.  
Robert J. Fierheller 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 (Div. of Robert McAlpine Ltd.)  
Spear Construction Inc.  
Spie Construction Inc.  
Spillmaster Ltd.  
Square M Construction Limited  
Steen Pipelines  
Subcor Hydrovac Inc.  
Subcor Inc.  
Sulcon Pipeline Weights Ltd.  
Superior Pipeline Contractors Limited  
Supernal Welding and Consulting Ltd.  
Terroco Contracting Ltd.  
Totran Transport Ltd.  
Trail City (Alberta) Ltd.  
True Test Pipeline Services  
T.W. Johnstone Company Limited  
Universal Pipe Line Enterprises Ltd.  
Waschuk Pipe Line Construction Ltd.  
Western Reclamation Services  
Whip-Line Crane Services Ltd.  
Wiley Oilfield Hauling Ltd.  
Wonderly and Kershaw Petrochemical Services Ltd

## **BRITISH COLUMBIA**

### *By Accreditation:*

Alberta Mobile Air Compression Services  
Banister Majestic Inc.  
Bartsch Pipe Welding Limited  
Bolder Concrete Ltd.  
Canadian Bechtel Limited  
Canadian Subaqueous Pipelines Ltd.  
Caird Mechanical Contractors Ltd.  
Chinook Construction & Engineering Ltd.  
Cliffside Pipelayers  
C. Victor Koran Ltd.  
Dillingham Pipeline Construction Ltd.  
Dresser Titan Div. of Dresser Industries

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

***By Appointment:***

Abco Supply & Service Ltd.  
Advanced Hydro-Vac Corporation  
Aecon Civil & Utilities  
Alberta Oilfield Services Ltd.  
Amalgamated Crane Services Inc.  
Banister Pipeline Construction Company  
Big Eagle Contracting Inc.  
Bolder Concrete Ltd.  
Calgary Tunnelling & Horizontal Auguring Ltd.  
Consamar Inc.  
Continental Electric Ltd.  
Coolsaet Pipeline Ltd.  
GCL Inc.  
Global Air Drilling Services Ltd.  
Husky Hydro Vac Ltd.  
Industrial Excavators Ltd.  
J.L. Cox & Son, Inc.  
Kodiak Hydro Vac Services  
Kordyban Transport (I 980) Ltd.  
Lafarge Canada Inc.  
Marine Pipeline Construction of Canada (1993)  
Northern Crane Service  
O.J. Pipelines Canada  
Pashco Blasting Ltd.  
Pe Ben Industries Company Ltd.  
Pentzien Canada, Inc.  
Permanent Concrete

Premay Pipeline Hauling Ltd.  
ROK Pipeline Inc.  
RPA Contracting Ltd.  
Robert B. Somerville (Div. of Robert McAlpine Ltd.)  
Subcor Inc.  
Supernal Welding and Consulting Ltd.  
True Test Pipeline Services  
T.W. Johnstone Company Limited  
Waschuk Pipe Line Construction Ltd.

**MANITOBA, NEWFOUNDLAND, NEW BRUNSWICK,  
NOVA SCOTIA, NORTHWEST TERRITORIES,  
PRINCE EDWARD ISLAND AND YUKON  
TERRITORY**

*By Appointment:*

Abco Supply & Service Ltd  
Advanced Hydro-Vac Corporation  
Aecon Civil & Utilities  
Alberta Oilfield Services Ltd.  
Amalgamated Crane Services Inc  
Banister Pipeline Construction Company  
Consbec Inc.  
Coolsaet Pipelines Ltd  
GCL Inc.  
Global Air Drilling Services Ltd  
Husky Hydro Vac Ltd.  
Industrial Excavators Ltd.  
Kodiak Hydro Vac Services  
Lafarge Construction Materials  
Louisbourg Pipelines Inc.  
Marine Pipeline Construction of Canada (1993)  
Northern Crane Service  
O.J. Pipelines Canada  
Pe Ben Industries Company Ltd.  
Pentzien Canada, Inc.  
Premay Pipeline Hauling Ltd.  
RPA Contracting Ltd.  
Robert B. Somerville (Div. of Robert McAlpine Ltd )  
Subcor Inc.  
Supernal Welding and Consulting Ltd.  
True Test Pipeline Services  
T.W. Johnstone Company Limited  
Universal Pipe Line Enterprises Ltd.  
Waschuk Pipe Line Construction Ltd.

**ONTARIO**

***By Accreditation:***

Abco Supply & Service Ltd.  
Advanced Hydro-Vac Corporation  
Aecon Civil & Utilities  
Alberta Mobile Air Compression Services  
Alberta Oilfield Services Ltd.  
Amalgamated Crane Services Inc.  
Antagon Pipelines Company Ltd.  
Banister Majestic Inc.  
Banister Pipeline Construction Company  
Banister Pipelines Inc.  
Bechtel Canada Limited  
Beaver Pipeline Construction Limited  
BFC Industrial - Nicholls Radtke  
BFC Pipelines  
BFC Utilities  
Big Eagle Contracting Inc.  
Bolder Concrete Ltd.  
Canadian Subaqueous Pipelines Ltd.  
Catre Pipeline  
Cliffside Pipelayers Ltd.  
Cliffside Utility Contractors  
Consamar Inc.  
Consbec Inc.  
Continental Electric Ltd.  
Conweigh Incorporated  
C.S.I. Hydrostatic Testers  
Curran Construction Ltd.  
Custom Concrete (Northern) Ltd.  
Dillingham Pipeline Contractors Ltd.  
D.W. Sartori Contracting Ltd.  
Formac Pumping Services Limited  
GCL Inc.  
General Pipeline Contractors Limited  
Global Air Drilling Services Ltd.  
G.M. Gest Inc.  
H.B. Contracting Ltd.  
H.C. Price of Canada Ltd.  
Huron Pipelines Limited  
Husky Hydro Vac Ltd.  
Industrial Excavators Ltd.  
Inter-Provincial Construction Limited  
Insta-Con Company Ltd.  
J.L. Cox & Son, Inc.  
John Vail Pipeline Contractors

Joyce-Leonard Canada Ltd.  
Junior Service & Repair Ltd.  
J.W. Cain Limited  
Kel-Gor Limited  
Kodiak Hydro Vac Services  
Kordyban Transport (1980) Ltd.  
Lackie Pipestringing Ltd.  
Lafarge Construction Materials  
Lakeland Pipelines Ltd.  
Leonard Pipeline Contractors Ltd.  
L.M. Welter Ltd.  
Loram International Ltd.  
Majestic Contractors Limited  
Mannix Company Limited  
Marine Pipeline Construction of Canada Limited  
Marine Pipeline Construction of Canada (1993)  
McDace Limited  
Michetti Pipe Stringing  
Milbar Hydro-Test Ltd.  
Mortele Cove Lumley Ltd.  
National Caterers Ltd.  
Nicholls-Radtke & Associates Limited  
Nor-Pipe Construction Limited  
Northern Construction Company Ltd.  
Northern Crane Service  
Northwestern Vegetation Control Ltd.  
O.E. Hamlyn Drillers Limited  
O.J. Pipelines Canada  
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  
Permanent Lafarge  
Premay Pipeline Hauling Ltd.  
Premier Murphy - A Joint Venture  
Premier Pipelines Limited  
Rhucon (1988) Inc.  
R.L. Coolsaet of Canada Ltd.  
Robert B. Somerville (Div. of Robert McAlpine Ltd.)  
Robert B. Somerville Co. Limited  
Robert Christoph

Robert J. Fierheller  
Roger H. Woods Ltd.  
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  
Spie Construction Inc.  
Steen Pipelines  
Stringtest Pipelines Ltd.  
Subcor Inc.  
Superior Pipeline Contractors Ltd.  
Supernal Welding and Consulting Ltd.  
T.W. Johnstone Company Limited  
Trail City (Alberta) Ltd.  
True Test Pipeline Services  
Universal Pipe Line Enterprises Ltd.  
Waschuk Pipe Line Construction Ltd.  
Waynco Ltd.  
Wiley Oilfield Hauling Ltd.  
Williams Pressure Service Ltd.

#### **SASKATCHEWAN**

*By Designation:*

Abco Supply & Service Ltd.  
Advanced Hydro-Vac Corporation  
Aecon Civil & Utilities  
Alberta Oilfield Services Ltd.  
Amalgamated Crane Services Inc.  
Banister Majestic Inc.  
Banister Pipeline Construction Company  
Banister Pipelines Inc.  
Big Eagle Contracting Inc.  
Consamar Inc.  
Coolsaet Pipelines Ltd.  
GCL Inc.  
Global Air Drilling Services Ltd.  
Husky Hydro Vac Ltd.  
Industrial Excavators Ltd.  
Kodiak Hydro Vac Services  
Lafarge Canada Inc.  
Marine Pipeline Construction of Canada (1993)  
Northern Crane Service

O.J. Pipelines Canada  
Pe Ben Industries Company Ltd.  
Pentzien Canada, Inc.  
Permanent Concrete  
Premay Pipeline Hauling Ltd.  
ROK Pipeline Inc.  
RPA Contracting Ltd.  
Robert B. Somerville (Div of Robert McAlpine Ltd )  
Subcor Inc.  
Supernal Welding and Consulting Ltd.  
True Test Pipeline Services  
T.W. Johnstone Company Limited  
Universal Pipe Line Enterprises Ltd.  
Waschuk Pipe Line Construction Ltd.

SCHEDULE B7  
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Atlantic Provinces:

TED CROCKETT  
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(902) 569-5063 Fax: (902) 569-2865

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CANADA WHOSE SIGNATURES TO THIS  
AGREEMENT ARE APPENDED:**

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**Alberta - Local 955**

DOUG GOSSETT, Business Manager  
10374 - 172 Street, Edmonton, AB T5S 1G9  
(780) 483-0955 Fax: (780) 483-1998

**Saskatchewan - Local 870**

GLADYS DOWNING, Business Manager  
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**Manitoba - Local 987**

JIM MURPHY, Business Manager  
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**Ontario - Local 793**

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**Newfoundland - Local 904**

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