

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

AGREEMENT made this first day of May, AD., 2010.

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

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 payday 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 payment(s) for wages due them at the time of lay-off or discharge must be made by electronic transfer or mailed, and the Record of Employment must be mailed, to the employee's last known address as soon as possible, but no later than the Employer's next regular payday. If cheques are delayed, there will be a penalty of two (2) hours straight time pay per day until the monies are delivered.

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.

6.14 Cell phones will not be used for personal purposes during the work day, and any electronic equipment such as audio or video players that utilize head phones, ear phones, ear buds, remote ear or head sets (such as BlueTooth-type) or similar equipment will not be used during the workday, except during lunch and break periods provided for in Article 6.9.

**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, 2010	\$101.75 per working day
May 1, 2011	\$106.75 per working day
May 1, 2012	\$111.75 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, 2010	58¢ per kilometre
May 1, 2011	60¢ per kilometre
May 1, 2012	62¢ 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, 2010	58¢ per highway kilometre
May 1, 2011	60¢ per highway kilometre
May 1, 2012	62¢ 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, 2010	58¢ per highway kilometre
May 1, 2011	60¢ per highway kilometre
May 1, 2012	62¢ 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 WAITING TIME**

Those employees working on a project who are entitled to receive subsistence allowance shall be paid a lump sum as waiting time based on the applicable straight time rate provided for in the Schedules attached hereto as follows:

12.1 The equivalent of four (4) hours pay for any working day lost during the regularly scheduled work week.

12.2 If no work is performed on a holiday designated in this Agreement, no waiting time shall be paid.

12.3 Notwithstanding the provisions of 12.1 and 12.2, where the Employer has provided notice of a starting time to follow a period for which waiting time is payable, any employee who, except for reasons of illness or emergency, is not available for work at the said starting time, or who voluntarily terminates his employment prior to the next regularly scheduled pay day, shall forfeit any unpaid waiting time pay, PROVIDED, however, the Employer shall notify the Local Union of such forfeiture.

12.4 In no event shall waiting time payments provided for hereinabove be included in computing the hours of work on which overtime is payable.

**ARTICLE 13  
WORK STOPPAGES, SECONDARY BOYCOTTS,  
AND JURISDICTIONAL DISPUTES**

13.1 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 14  
GRIEVANCE PROCEDURE**

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



**ARTICLE 15**  
**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 16**  
**LIABILITY**

16.1 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.

16.2 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 17**  
**EFFECTIVE DATE, TERMINATION, AND RENEWAL**

17.1 This Agreement shall become effective on the first day of May, AD., 2010, and shall continue in full force and effect until the thirtieth (30th) day of April, AD., 2013 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.

17.2 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.

17.3 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.

17.4 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 15th day of July, AD., 2010.

**Pipe Line Contractors Association of Canada:**

\_\_\_\_\_  
N. J. De Koning, Chairman  
Distribution Negotiating Committee

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

**Teamsters Canada:**

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

\_\_\_\_\_  
R. Finley  
Director of Construction

**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

\_\_\_\_\_  
G. Harris  
Sub-Regional Manager  
Western Canada

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

**ARTICLE A1  
COVERAGE AND DEFINITIONS**

A1.1 DEFINITIONS of terms contained in and for purposes of this Agreement shall include:

A1.1.1 "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; directional drills over 15,000 lb. push/pull; and boring machines of 16 inch diameter and larger.

A1.1.2 "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; rubber-tired packers; steel rollers; backfillers of less than 80W capacity; non-wheel type trenching equipment with or without attachments, regardless of mounting; hydra-hammers and mechanical pavement breakers; directional drills over 10,000 up to and including 15,000 lb. push/pull; 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.

- A1.1.3 "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.
- A1.1.4 "Spotter" means any person employed to assist a Principal Operator in the spotting, placing, maintaining or cleaning of equipment.
- A1.1.5 "Mechanic's Helper" means any person employed to assist a mechanic in the maintenance and repair of the equipment referred to herein.
- A1.1.6 "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.
- A1.1.7 "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.
- A1.1.8 "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.
- A1.1.9 "Apprentice Mechanic" shall be employed in accordance with provincial governmental regulations or any joint labour-management apprenticeship plan acceptable to the Association.
- A1.1.10 "Drill Doctor" means a person employed to maintain and repair drills and sharpen bits.
- A1.1.11 "Bit Grinder" means a person employed exclusively to sharpen bits by grinding.

- A1.1.12 "Power Mounted Drill" means a drilling unit where the prime mover is an integral part of the drill.
- A1.1.13 "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.
- A1.1.14 "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.
- A1.1.15 "Directional Drilling Machine" means a drilling unit capable of being guided during the drilling operation.

## **ARTICLE A2 SCOPE OF WORK**

A2.1 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 A5. 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.

A2.2 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:

A2.2.1 A new shop agreement to be entered into with the Union or Local Union, or

A2.2.2 Any shop agreement existing with the Local Union within the local vicinity of the permanent repair shop.

A2.3 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 A3 RECOGNITION AND SECURITY**

A3.1 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 A5.1.1 and A5.1.2;

Third laid off – members of the Union who are in receipt of a retirement pension from their Local Union;

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

**ARTICLE A4  
JOB NOTIFICATION AND ENFORCEMENT**

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

**ARTICLE A5  
HIRING PROCEDURE**

A5.1 At the Pre-job Conference the Employer may request and the Local Union shall clear:

A5.1.1 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.

A5.1.2 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.

A5.1.3 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. Members of the Union who are not in receipt of a retirement pension shall be rehired before members who are in receipt of a retirement pension.



A5.2 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.

A5.3 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.

A5.4 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.

A5.5 If the Local Union is unable to supply the required employees in accordance with Article A5.2, the Employer may obtain employees elsewhere, subject to the provisions of Article 3.3.

A5.6 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.

A5.7 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.

A5.8 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 A5.1.

**ARTICLE A6  
WORKING RULES**

A6.1 Subject to the terms of this Agreement, the Employer shall determine the number of employees required.

A6.2 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.

A6.3 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 A6.1 and A6.2, 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.

A6.4 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 A5.5 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.

A6.5 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.

A6.6 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.

A6.7 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.

A6.8 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.

A6.9 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.

A6.10 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 A7 WAGE RATES AND CLASSIFICATIONS**

A7.1 Classifications and the hourly wage rates applicable thereto are contained in the Schedules attached to and forming part of this Appendix.

**ARTICLE A8  
EMPLOYER CONTRIBUTIONS**

A8.1 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.

A8.2 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 A9  
OVERTIME AND HOLIDAY PAY**

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

**ARTICLE A10  
WAREHOUSE AND TRAVEL**

A10.1 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.

A10.2 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 A11  
REPORTING AND CALL BACK TIME**

A11.1 Reporting time for all Operating Engineers shall be paid as follows:

- A11.1.1 Four (4) 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. This payment shall be made unless the Employer has notified the employee prior to the end of the shift the preceding day not to so report.
- A11.1.2 Four (4) 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.
- A11.1.3 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.
- A11.1.4 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 A12  
GRIEVANCE PROCEDURE**

A12.1 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.

A12.2 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.

A12.3 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.

A12.4 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.

A12.5 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.

A12.6 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.

A12.7 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.

A12.8 The decision of the Arbitrator shall be final and binding.

A12.9 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.

A12.10 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 14th day of July, AD., 2010.

**PIPE LINE CONTRACTORS ASSOCIATION OF CANADA**

\_\_\_\_\_  
N. J. De Koning, Chairman  
Distribution Negotiating Committee

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

**INTERNATIONAL UNION OF OPERATING ENGINEERS**

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

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

**SCHEDULE A1  
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 2010	May 1 2011	May 1 2012
Group 1 Operator	30.36	31.34	32.35
Group 2 Operator	29.42	30.41	31.39
Group 3 Operator	27.26	28.17	29.10

- 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>	May 1 2007	May 1 2008	May 1 2009
Health and Welfare Fund	2.10		
Training Fund	0.80		
Pension Fund	6.00		
Tool Replacement Fund	0.08		
OE Advancement Fund	0.90		
P.I.P. Fund †	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.

**SCHEDULE A2**  
**OPERATING ENGINEERS DISTRIBUTION**  
**SYSTEMS AGREEMENT FOR CANADA**  
**ALBERTA, SASKATCHEWAN, AND N.W.T.**

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

	May 1 2010	May 1 2011	May 1 2012
Group 1 Operator	27.76	28.69	29.64
Group 2 Operator	26.51	27.41	28.33
Group 3 Operator	22.40	23.20	24.01

- 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 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, and effective April 30, 2013, on each hour of work earned, with respect to each employee.

<b>Alberta, Saskatchewan &amp; Northwest Territories</b>	May 1 2010	May 1 2011	May 1 2012
Health and Welfare Fund	1.70		
Training Fund	0.80		
Pension Fund	6.75		
OE Advancement Fund	1.00		
P.I.P. Fund †	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 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, Family 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 A3  
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 2010	May 1 2011	May 1 2012
Group 1 Operator	28.11	29.05	30.02
Group 2 Operator	26.85	27.76	28.69
Group 3 Operator	22.74	23.55	24.38

- 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, and effective April 30, 2013, on each hour of work earned, with respect to each employee.

<b>Manitoba</b>	May 1 2010	May 1 2011	May 1 2012
Health and Welfare Fund	1.70		
Training Fund	1.05		
Pension Fund	6.75		
OE Advancement Fund	1.05		
P.I.P. Fund †	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 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, Louis Riel 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 A4  
OPERATING ENGINEERS DISTRIBUTION  
SYSTEMS AGREEMENT FOR CANADA  
ONTARIO**

1. 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 2010	May 1 2011	May 1 2012
Group 1 Operator	31.81	32.68	33.54
Group 2 Operator	30.08	30.95	31.81
Group 3 Operator	27.16	28.03	28.89

<b>Zone 2</b>	May 1 2010	May 1 2011	May 1 2012
Group 1 Operator	34.28	35.15	36.01
Group 2 Operator	32.56	33.43	34.29
Group 3 Operator	29.64	30.51	31.37

<b>Zone 3</b>	May 1 2010	May 1 2011	May 1 2012
Group 1 Operator	32.30	33.17	34.03
Group 2 Operator	30.58	31.45	32.31
Group 3 Operator	27.65	28.52	29.38

- 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 fifteen cents (15¢) 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.

2. **EMPLOYER CONTRIBUTIONS:**  
 Contributions will be paid on each hour of work earned with respect to each employee at the following rates:

<b>Ontario</b>	May 1 2010	May 1 2011	May 1 2012
Health and Welfare Fund	4.12	4.27	4.42
Training Fund	0.45		
Pension Fund	6.50	6.65	6.80
P.I.P. Fund †	0.29		

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

- 2.1 **Health and Welfare Fund:**  
 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 8 and B8 of this Agreement.
- 2.3 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.
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) 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, Family 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 A5  
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 2010	May 1 2011	May 1 2012
Group 1 Operator	27.99	28.92	29.87
Group 2 Operator	26.73	27.63	28.55
Group 3 Operator	22.62	23.42	24.23

- 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, and effective April 30, 2010 on each hour of work earned, with respect to each employee.

<b>NB, NS, PEI &amp; NF and LB</b>	May 1 2010	May 1 2011	May 1 2012
Health and Welfare Fund	1.95		
Training Fund	1.05		
Pension Fund	6.00		
OE Advancement Fund	1.00		
P.I.P. Fund †	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, first Monday in August, 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 A6**  
**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.  
513356 N.B. Ltd.  
664328 Alberta Ltd.  
Abco Supply & Service Ltd.  
Accu-Ram Services Limited  
Advanced Hydro-Vac Corporation  
Aecon Civil & Utilities  
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  
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  
Big Eagle Contracting Inc.  
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  
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 Canada Inc.

Lafarge Construction Materials  
Lakeside Heavy Equipment Ltd.  
Leonard Pipeline Contractors Ltd.  
Long Branch Contractors Ltd.  
Loram International Ltd.  
Lorenzo Environmental Contractors Ltd.  
Louisbourg Pipelines Inc.  
Majestic Contractors Limited  
Marine Pipeline Construction of Canada Company  
McCaws Drilling & Blasting Ltd.  
McDace Construction Inc.  
MHG International Ltd.  
Michels Directional Crossings Co.  
Michetti Pipe Stringing  
Mid-Canada Contractors Ltd.  
Milbar Hydro-Test Ltd.  
Mi-Pal Holdings Ltd.  
Mr. Green-up (Alta) Inc.  
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 Corp.  
Opron Construction Co. Ltd.  
Pancana Associated Contractors Ltd.  
Panky's Enterprises (DV) 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  
Pemrow Pipelines Construction Co. Limited  
Pentzien Canada, Inc.  
Permanent Concrete  
Permanent Lafarge  
Piggott Pipeline Ltd.  
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.)  
Spears Construction Inc.  
Spie Construction Inc.  
Spillmaster Ltd.  
Square M Construction Limited  
Steen Pipelines  
Subcor Hydrovac Inc.  
Subcor Inc.  
Sulcon Pipeline Weights Ltd.  
Summit Pipeline Services 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:*

513356 N.B. Ltd.  
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.  
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.  
Kodiak Hydro Vac Services  
Lafarge Canada Inc.  
Lakeside Heavy Equipment Ltd.  
Louisbourg Pipelines Inc.  
Marine Pipeline Construction of Canada Company  
Michels Directional Crossings Co.



Northern Crane Service  
O.J. Pipelines Canada  
Pashco Blasting Ltd.  
Pe Ben Industries Company Ltd.  
Pentzien Canada, Inc.  
Premay Pipeline Hauling Ltd.  
ROK Pipeline Inc.  
RPA Contracting Ltd.  
Robert B. Somerville (Div. of Robert McAlpine Ltd.)  
Spie Construction Inc.  
Subcor Inc.  
Summit Pipeline Services Ltd.  
Supernal Welding and Consulting Ltd.  
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:*

513356 N.B. Ltd.  
Abco Supply & Service Ltd.  
Advanced Hydro-Vac Corporation  
Aecon Civil & Utilities  
Alberta Oilfield Services Ltd.  
Amalgamated Crane Services Inc.  
Atlantic Pipeline Resources (in Nova Scotia)  
Banister Pipeline Construction Company  
Consbec Inc.  
Conweigh Incorporated  
Coolsaet Pipelines Ltd.  
GCL Inc.  
Global Air Drilling Services Ltd.  
Husky Hydro Vac Ltd.  
Industrial Excavators Ltd.  
Kodiak Hydro Vac Services  
Lafarge Canada Inc.  
Lakeside Heavy Equipment Ltd.  
Louisbourg Pipelines Ltd.  
Marine Pipeline Construction of Canada Company  
Michels Directional Crossings Co.  
Northern Crane Service  
O.J. Pipelines Canada  
Pe Ben Industries Company Ltd.

Pentzien Canada, Inc.  
Premay Pipeline Hauling Ltd.  
RPA Contracting Ltd.  
R. MacLean Forestry & Land Clearing Ltd.  
Robert B. Somerville (Div. of Robert McAlpine Ltd.)  
Subcor Inc.  
Summit Pipeline Services Ltd.  
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:*

513356 N.B. Ltd.  
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  
Coolsaet Pipelines Ltd.  
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 Canada Inc.  
Lafarge Construction Materials  
Lakeland Pipelines Ltd.  
Lakeside Heavy Equipment Ltd.  
Leonard Pipeline Contractors Ltd.  
L.M. Welter Ltd.  
Loram International Ltd.  
Louisbourg Pipelines Inc.  
Majestic Contractors Limited  
Mannix Company Limited  
Marine Pipeline Construction of Canada (1993)  
Marine Pipeline Construction of Canada Company  
Marine Pipeline Construction of Canada Limited  
McDace Limited  
Michels Directional Crossings Co.  
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 Corp.  
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. Ltd.  
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.  
Summit Pipeline Services Ltd.  
Superior Pipeline Contractors Ltd.  
Supernal Welding and Consulting Ltd.  
Trail City (Alberta) Ltd.  
True Test Pipeline Services  
T.W. Johnstone Company Limited  
Universal Pipe Line Enterprises Ltd.  
Waschuk Pipe Line Contractors Ltd.  
Waynco Ltd.  
Wiley Oilfield Hauling Ltd.  
Williams Pressure Service Ltd.

**SASKATCHEWAN***By Designation:*

513356 N.B. Ltd.  
Abco Supply & Service Ltd.  
Advanced Hydro-Vac Corporation  
Aecon Civil & Utilities  
Amalgamated Crane Services Inc.  
Banister Majestic Inc.  
Banister Pipeline Construction Company  
Banister Pipelines Inc.  
BFC Industrial - Nicholls Radtke  
BFC Pipelines  
Big Eagle Contracting 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.  
Lakeside Heavy Equipment Ltd.  
Louisbourg Pipelines Inc.  
Marine Pipeline Construction of Canada Company  
Michels Directional Crossings Co.  
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.  
Summit Pipeline Services Ltd.  
Supernal Welding and Consulting Ltd.  
True Test Pipeline Services  
T.W. Johnstone Company Limited  
Universal Pipeline Enterprises Ltd.  
Waschuk Pipe Line Construction Ltd.

**SCHEDULE A7  
INTERNATIONAL UNION  
OF OPERATING ENGINEERS**

**VINCE J. GIBLIN**, General President  
1125 - 17th Street N.W., Washington, DC 20036  
202.429.9100 Fx: 202.429.0316

**MACK BENNETT**, Pipeline Director  
1125 - 17th Street N.W., Washington, DC 20036  
202.429.9100 Fx: 202.429.0316

**DERM CAIN**, Canadian Director  
#1102, 350 Sparks St., Ottawa, ON K1R 7S8  
613.567.5544 Fx: 613.567.5577 E: dcain@iuoecanada.org

**INTERNATIONAL REPRESENTATIVES (CANADA)**

**British Columbia and Yukon Territory:**

**ALLAN BRUCE**  
PO Box 31024 St. Johns St., Port Moody, BC V3H 2C0  
604.934.4863 F: 604.936.3165 E: iuoe.intrep@telus.net

**Alberta, Sask., Manitoba, and Northwest Territories:**

**MATT MCGINNIS**  
7827 - 141 Avenue NW, Edmonton, AB T5C 2N4  
780.418.2775 Fx: 780.418.2776 E: mmcginnis@iuoe.org

**Ontario:**

**JOHN PAYNE**  
18047 Evelyn Drive RR#4, Thamesford, ON N0M 2M0  
519.461.0677 Fx: 519.461.0978 E: jpayne@xplornet.com

**Quebec:**

**JEAN-MARC MORIN**  
1001 Montee Ste-Julie, Ville Ste-Julie, QC J3E 1Y2  
514.326.9412 Fx: 514.326.9417 E: mmar2@sympatico.ca

**Atlantic Provinces:**

**JOEY McCLELLAN**  
52 Upper Tea Hill Cres., Charlottetown, PE C1A 7J6  
902.569.5063 Fx: 902.569.2865 E:

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

**British Columbia - Local 115**

BRIAN COCHRANE, Business Manager  
4333 Ledger Ave., Burnaby, BC V5G 3T3  
604.291.8831 Fx: 604.473.5235 E:bcochrane@iuoe115.com

**Alberta - Local 955**

BRUCE MOFFATT, Business Manager  
17603 - 114 Avenue, Edmonton, AB T5S 2R9  
780.483.0955 Fx: 780.483.1998 E:bmoftatt@iuoe955.com

**Saskatchewan - Local 870**

TRENT GARNEAU, Business Manager  
2175 Airport Drive, Saskatoon, SK S7L 7E1  
306.665.7718 Fx: 306.665.0998 E:iuoe870@sasktel.net

**Manitoba - Local 987**

JIM MURPHY, Business Manager  
1008 Wall St., Winnipeg, MB R3G 2V3  
204.786.8658 Fx: 204.786.6578 E:jmurphy@oe987.mb.ca

**Ontario - Local 793**

MICHAEL GALLAGHER, Business Manager  
245 Speers Road, Oakville, ON L6L 6X8  
905.469.9299 Fx: 905.469.3007 E:mgallagher@iuoe793.org

**Nova Scotia - Local 721**

KEN ESTABROOKS, Business Manager  
251 Brownlow Ave., Dartmouth, NS B3B 2A9  
902.865.8844 Fx: 902.864.0676 E:iuoe1721@ns.aliantzinc.ca

**New Brunswick - Local 946**

DAVID KILPATRICK, Business Manager  
126 Main Street W., Saint John, NB E2L 4E3  
506.635.1110 Fx: 506.635.1656 E:iuoe946@nbnet.nb.ca

**Newfoundland - Local 904**

MIKE EZEKIEL, Business Manager  
#301 - 62 Commonwealth Ave., Mt. Pearl, NF A1N 1W8  
709.747.9040 Fx: 709.747.6760 E:union@iuoe904.com

**Prince Edward Island - Local 942**

TAMMY CHAISSON, Business Manager  
326 Patterson Drive, Charlottetown, PE C1A 8K4  
902.892.3662 Fx: 902.892.4286



**APPENDIX B  
LABORERS DISTRIBUTION PIPELINE  
AGREEMENT FOR CANADA**

**ARTICLE B1  
COVERAGE AND DEFINITIONS**

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

- B1.1.1 "Rodman, Chainman, or Stakeman" means a laborer employed to assist the Survey Instrument Man in running line, measuring pipe and/or right-of-way, and other survey work for the Employer.
- B1.1.2 "Pipefinder" means a laborer employed to locate buried structures utilizing an electronic device or probe.
- B1.1.3 "Flagman" means a laborer employed to control traffic utilizing hand signals, flags, paddles, lights, signs, barricades, etc.
- B1.1.4 "General Laborer" means a person employed to perform any of the work coming within the jurisdiction of the Union.
- B1.1.5 "Coating Person" means a laborer employed to repair coating, hand wrap joints or install sleeves on coated pipe.
- B1.1.6 "Buffer" means a qualified laborer employed to operate a buffing or grinding machine in the cleaning and preparation of the pipe other than the final buffing of the pipe bevels in preparation for the weld.
- B1.1.7 "Swamper" means a qualified laborer who handles the load line on the set-in sideboom tractor(s) and in the bending crew.
- B1.1.8 "Nozzleman" means a qualified laborer employed to handle the nozzle for sandblasting, in the cleaning and preparation of the pipe other than the final buffing of the pipe bevels in preparation for the

weld, for the installation of foam, for the placing of concrete, guniting or grouting, and for the spraying or painting of protective pipe coating materials in the doping, wrapping, coating and taping crew, and for all hand held high pressure water jet and nozzle operations associated with vacuum trucks, sucker trucks, power washing, excavating equipment and such other similar types of equipment used for the exposure of utilities.

- B1.1.9 "Grader" means a qualified laborer employed in hand working ditch bottom to maintain required grade where grade stakes have been set.
- B1.1.10 "Saw Filer" means a qualified laborer employed to assist power saw operators in the maintenance of their equipment.
- B1.1.11 "Dope Pot Fireman - N/M" means a qualified laborer employed to operate a non-mechanical dope pot.
- B1.1.12 "Paper Latcher" means a qualified laborer employed to joint or "latch" protective coating materials, which may be of substances other than paper, as they are applied by machine to ensure continuous wrapping application.
- B1.1.13 "Power Saw Operator" means a qualified laborer employed to operate power-driven chain saws.
- B1.1.14 "Jackhammerman" means a qualified laborer employed to operate jackhammers, paving breakers and similar pneumatic tools.
- B1.1.15 "Auger Toolman" means a qualified laborer employed in augering with a manually propelled, mechanical jacking or augering tool.
- B1.1.16 "Piercing Tool Person" means a qualified laborer employed to perform all work in connection with the operation of an underground piercing tool.
- B1.1.17 "Driller" means a qualified laborer employed to operate drilling equipment used to drill holes for blasting and rock anchors.

- B1.1.18 "Driller Helper" means a qualified laborer employed to assist a driller in the operation of drilling equipment.
- B1.1.19 "Hi Scaler" means a qualified laborer employed to dislodge or "scale" rock on dangerous faces.
- B1.1.20 "Powderman" means a qualified laborer employed to load holes for blasting and to discharge explosives.
- B1.1.21 "Specialized Laborer" means a qualified laborer employed at specialized labour work including the fabrication, erection, installation, dismantling, rehabilitation, salvaging, and/or demolition of all structures and/or appurtenances connected with pipeline construction including plain or reinforced concrete, pipe insulation, piles and pipe supports including underwater work coming within the jurisdiction of the Union. This classification does not encompass the operation of equipment under the jurisdiction of the Operating Engineers and does not encompass work done by other classifications in this Agreement.
- B1.1.22 "Faller" means a qualified laborer employed to fall merchantable timber for use as saw logs.
- B1.1.23 "Job Steward" means a qualified laborer who is the member selected by the Union to represent the Union.
- B1.1.24 "First-aid Attendant" means a qualified laborer, who, in addition to his regular skills, having tenure of an industrial Government Certificate or its equivalent in firstaid is designated to administer the initial firstaid in the case of an emergency.
- B1.1.25 "Underwater Work" - When divers 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 Laborers International Union of North America.

**ARTICLE B2**  
**SCOPE OF WORK**

B2.1 The work coming under the jurisdiction of the Union and covered by the terms of this Agreement includes all work performed by employees in the classification referred to herein and includes all laborers' work for the clearing of right-of-way and all laborers' work for the stabilization of trenches in necessary preparation for the installation of pipelines or underground cables, including blasting, drilling, pumping, hand digging and trimming of trenches and ditches for pipelines; work in connection with the bending of pipe, except the mechanical work involved; all laborers' work in connection with the distribution of pipe and skids and the placing of said skids and pipe over the trench; the cleaning; scaling of the pipe by any method; all laborers' work in connection with the line-up crew, the cleaning, buffing, grinding, swabbing, mixing of all compounds, wrapping and coating of the pipe by any method before lowering after the welding of joints has been made; the placing of anodes; the work in connection with the backfilling of the trenches after the pipe has been laid, all form work, concrete work connected with pipelines; all work in connection with cleanup after the pipe has been laid and the trenches backfilled; demolition, take-up and recondition of old pipe; and all other general, miscellaneous and specialized laborers' work in connection with the entire operation. The Employer recognizes that work coming within the jurisdiction of the Union is performed on, but not limited to, the clearing/slashing, stockpiling, drilling and blasting, stringing, set up and bending, pipe, lower-in, wrapping and coating, tie-in, boring, and cleanup crews.

B2.2 If, for any reason peculiar to a given geographical area, this Agreement requires amendment, the Union 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**  
**UNION RECOGNITION AND SECURITY**

B3.1 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.

B2.3 The Job Steward has the right to work any overtime on his regular crew, provided he is able to perform the work required. It is further understood and agreed that the Job Steward has the right to work any weekend overtime required by any crew working out of the Steward's regular yard.

**ARTICLE B4  
JOB NOTIFICATION AND ENFORCEMENT**

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

**ARTICLE B5  
HIRING PROCEDURE**

B5.1 The Employer agrees that whenever employees covered by this Agreement are required, the Employer shall call the Union office of the Local Union(s) having jurisdiction.

B5.2 The following definition of Permanent Yard applies to this Article only. Permanent Yard means where the Company establishes and maintains an office and yard for a period of at least one (1) year.

B5.2.1 In those areas where the Employer has a permanent yard the Employer may request and the Local Union shall clear previous employees who have worked for the Company for at least six months and who have been employed by the Employer within six (6) months prior to commencement on the job, the first which shall be the Steward, provided such members have maintained membership in good standing and are registered as unemployed with the Local Union.

B5.2.2 In those areas where the Employer does not have a permanent yard the Employer may request and the Local Union shall clear up to twenty percent (20%) of his employee requirements from previous employees who are members of the Local Union and have been employed by the Employer within six

(6) months prior to commencement on the job, provided such members have maintained membership in good standing and are registered as unemployed with the Local Union.

B5.2.3 It is hereby agreed that a request by the Employer for mobility of key men shall be discussed at a job conference. Such request shall not be unreasonably denied.

B5.3 Members supplied by the Local Union at the start of the job must be dispatched within forty-eight (48) hours of request; after the job has started within twenty-four (24) hours of request, such notice to be given during the Local Union's normal office hours.

B5.4 When qualified members of the Union are not available, the Employer may obtain employees elsewhere, subject to the provisions of Article 3.3.

B5.5 All employees hired through the Union must obtain referral slips which shall be given to the Employer prior to commencement of employment or sent to the Employer by electronic transmission prior to the employees being hired.

#### **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 At the discretion of the Employer, employees may be changed from one classification to another within the jurisdiction of the Union provided that the employee is capable and qualified to perform the work. No employee's hourly rate shall be lowered during the shift under these provisions, and if an employee is assigned to work calling for a higher rate of pay he shall receive such higher rate of pay for the full shift.

B6.4 Subject to the employee being capable and qualified to perform the work, no employee's hourly rate shall be lowered under these provisions, and if an employee is assigned to work calling for a higher rate of pay he shall receive such higher rate of pay for the full day. During emergencies, any employee of the Employer may be assigned to any work, provided, however, that no employee's hourly rate shall be lowered under this provision, and provided further that in the event an employee is assigned to work called for a higher rate of pay, he shall receive such higher rate 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. Where camps are provided in remote areas devoid of normal banking facilities, the Employer shall make every reasonable effort to provide cheque cashing facilities, it being understood that where it is impracticable to do so, suitable substitute provisions shall be agreed at the Pre-job Conference. All cheques to be negotiable at par.

B6.6 On jobs where camps are provided the Employer shall insure the personal effects of each employee against loss by fire in an amount not to exceed seven hundred fifty dollars (\$750.00) provided an inventory of such personal effects is filed with the Employer.

B6.7 The Employer shall provide gloves and coveralls to each employee who normally comes in contact with hot dope. In the event that an employee does not return the foregoing items supplied to him by the Employer, the Employer shall charge the cost of same to the employee and deduct this cost from any money owing to 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 performed on behalf of each employee employed under the terms of this Agreement are contained in the Schedules attached to and forming part of this Appendix.

B8.2 In the event that a member in good standing of the Union is employed in a capacity which is not covered by the terms and conditions of this Agreement, elects to participate in the Health and Welfare and/or Pension Plans, the Employer shall make the prescribed contributions on his behalf. Such election shall be on a prescribed form supplied by the Union which shall be signed by the member and filed with the Employer and the Plan Administrator.

B8.3 The Employer shall not be required to make additional contributions or payments to any industry funds established by the Union or its Local Unions nor to any such funds established by Provincial or Territorial Government orders, regulations or decrees for the purpose of providing similar benefits, it being understood and agreed that the contributions provided for herein, or any portions thereof shall be deemed to be in lieu of and/or shall be applied as payments to such funds. This provision shall not be applicable to any national funds or plans having general application and established by an Act of the Government of Canada.

B8.4 The Union, upon thirty (30) days written notice to the Association, may amend the rate of the Employer contributions for pension, welfare or training, and deductions for Union dues or group retirement savings plans, but any such adjustment shall not affect the total wage package.

**ARTICLE B9  
OVERTIME AND HOLIDAY PAY**

B9.1 All hours of work, overtime and holiday pay provisions are contained in the Schedules attached to and forming part of this Appendix.



**ARTICLE B10  
WAREHOUSE AND TRAVEL**

B10.1 When the Employer elects to provide a camp, the warehouse shall be established at the campsite. Where such camp is provided, the Employer shall supply free room and board in camp to all employees covered by this Agreement.

B10.2 When a camp is provided, it shall meet the requirements of the Canadian Pipeline Camp Standards which are appended hereto.

B10.3 In marsh or marine pipe laying operations, in the event an employee is required to live on a quarter boat, room and board shall be furnished at no cost to the employee. The Employer shall make suitable marine transportation available to and from the landing dock location. The time of the men shall start when they leave the dock site and shall end when they are returned to the dock site.

**ARTICLE B11  
REPORTING AND CALL BACK TIME**

B11.1 Reporting time and call back time pay shall be paid as follows:

B11.1.1 Four (4) 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. This payment shall be made unless the Employer has notified the employee prior to the end of the shift the preceding day not to so report.

B11.1.2 Four (4) hours pay at the applicable rate for that day to any laborer who reports for work and performs work of not more than four (4) hours duration.

B11.1.3 Eight (8) hours pay at the applicable rate for that day to any employee who performs work of more than four (4) hours but less than eight (8) hours duration.

B11.1.4 Notwithstanding the provisions of B11.1.3 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.

**ARTICLE B12**  
**GRIEVANCE PROCEDURE**

B12.1 Where a difference arises between the Employer and the Union or a Local Union relating to the interpretation, application or administration of this Agreement or where an allegation is made that discharge of an employee is unjust or that this Agreement has been otherwise violated, 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 matter.

B12.2 The Job Steward or Business Manager of the Local Union shall attempt to resolve the difference on the job with the Foreman or Superintendent of the Employer.

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, either of the parties may, after exhausting any grievance procedure established by this Agreement notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an arbitration board. The recipient of the notice shall within five (5) days inform the other party of the name of its appointee to the arbitration board. The two

appointees so selected shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the chairman. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairman with the time limited, the appointment shall be made by the Minister of Labour upon the request of either party.

B12.5 The arbitration board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee or employer affected by it. The decision of a majority is the decision of the arbitration board, but if there is no majority the decision of the chairman governs.

B12.6 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 9th day of July AD., 2010.

**PIPE LINE CONTRACTORS ASSOCIATION OF CANADA**

\_\_\_\_\_  
N. J. De Koning, Chairman  
Distribution Negotiating Committee

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

**LABORERS INTERNATIONAL UNION OF NORTH AMERICA**

\_\_\_\_\_  
J. Mancinelli, Vice President  
Manager  
Central & Eastern  
Canada Region

\_\_\_\_\_  
G. Harris  
Manager  
Western Canada  
Sub-region

**SCHEDULE B1**

**LABORERS DISTRIBUTION PIPELINE  
AGREEMENT FOR CANADA  
BRITISH COLUMBIA AND YUKON TERRITORY**

The groups referred to in this Schedule include the following classifications:

Group	Classifications
1	Rodman; chainman; stakeman; pipefinder; flagman
2	General laborer; skid setter; specialized laborer helper
3	Buffer; grader; swamper; driller helper; saw filer
4	Paper latcher; dope pot fireman N/M; power saw operator
5	Jackhammerman; pneumatic tool operator; breaker operator; auger toolman; polyurethane nozzleman; faller
6	Driller; hi-scaler; concrete saw operator; powderman
7	Specialized laborer

**1. WAGE RATES**

The hourly wage rates applicable shall be as follows:

	May 1 2010	May 1 2011	May 1 2012
Group 1	24.02	24.62	25.24
Group 2	24.24	24.85	25.47
Group 3	24.46	25.07	25.70
Group 4	24.68	25.30	25.93
Group 5	24.79	25.41	26.05
Group 6	24.79	25.41	26.05
Group 7	25.30	25.93	26.58

Firstaid Attendant - Twenty-five cents (\$0.25) per hour above regular rate.

Job Steward - Fifty cents (\$0.50) per hour above regular rate.

2. EMPLOYER CONTRIBUTIONS

Rates at which the Employer shall contribute for each hour of work earned on behalf of each employee employed under the terms of this Agreement for the following purposes shall be:

<b>British Columbia &amp; Yukon Territory</b>	May 1 2010	May 1 2011	May 1 2012
Health & Welfare Plan	2.75		
Pension Plan	4.00		
Training Plan	1.10		
Advancement Fund	0.65		
P.I.P Fund	0.29		

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

The Parties agree that the Local Union shall have the right to redistribute amounts between wages and Employer contributions insofar as the total combined cost remains unchanged.

3. OVERTIME AND HOLIDAY PAY

All hours worked by an employee in excess of nine (9) hours per shift and in excess of forty-four (44) 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, Family Day, Good Friday, Victoria Day, Dominion Day, first Monday in August, 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 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. Employees working a night shift shall be paid a rate ten percent (10%) higher than the straight time rate.

4. WAREHOUSE AND TRAVEL  
If by reason of the distance to work or the Employer's requirements, an employee is required to work away from his permanent residence and cannot be expected to return daily, such employee shall receive subsistence allowance in the amount of sixty dollars (\$60.00) per working day.
5. PIPELINE SERVICE FUND  
The Employer shall deduct from each employee covered by this Agreement twenty-five cents (\$0.25) for each hour of work earned and remit it monthly to the Pipeline Service Fund.

**SCHEDULE B2**

**LABORERS DISTRIBUTION PIPELINE  
AGREEMENT FOR CANADA  
ALBERTA AND NORTHWEST TERRITORIES**

The groups referred to in this Schedule include the following classifications:

Group	Classifications
1	Rodman; chainman; stakeman; pipefinder; flagman
2	General laborer; skid setter; specialized laborer helper
3	Buffer; grader; swamper; driller helper; saw filer
4	Paper latcher; dope pot fireman N/M; power saw operator
5	Jackhammerman; pneumatic tool operator; breaker operator; auger toolman; polyurethane nozzleman; faller
6	Driller; hi-scaler; concrete saw operator; powderman
7	Specialized laborer

**1. WAGE RATES**

The hourly wage rates applicable shall be as follows:

	May 1 2010	May 1 2011	May 1 2012	Jan 1 2013
Group 1	21.78	22.54	23.22	24.48
Group 2	22.00	22.76	23.44	24.70
Group 3	22.22	22.98	23.66	24.92
Group 4	22.33	23.09	23.77	25.03
Group 5	22.44	23.20	23.88	25.14
Group 6	22.55	23.31	23.99	25.25
Group 7	23.04	23.80	24.48	25.74

Firstaid Attendant - Twenty-five cents (\$0.25) per hour above regular rate.

Job Steward - Fifty cents (\$0.50) per hour above regular rate.

2. EMPLOYER CONTRIBUTIONS

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 for the following purposes shall be:

<b>Alberta &amp; Northwest Territories</b>	May 1 2010	May 1 2011	May 1 2012
Health & Welfare Plan	1.60		
Pension Plan	2.80		
Training Plan	0.00		
Advancement Fund	0.05		
P.I.P Fund	0.05		

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

The Parties agree that the Local Union shall have the right to redistribute amounts between wages and Employer contributions insofar as the total combined cost remains unchanged.

3. OVERTIME AND HOLIDAY PAY

All hours worked by an employee in excess of nine (9) hours per shift and in excess of forty-four (44) 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, Family Day, Good Friday, Victoria Day, Dominion Day, first Monday in August, 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 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. Employees working a night shift shall be paid a rate ten percent (10%) higher than the straight time rate.



4. PIPELINE SERVICE FUND

The Employer shall deduct from each employee covered by this Agreement twenty-five cents (\$0.25) for each hour of work earned and remit it monthly to the Pipeline Service Fund.

**SCHEDULE B3**

**LABORERS DISTRIBUTION PIPELINE  
AGREEMENT FOR CANADA  
SASKATCHEWAN**

The groups referred to in this Schedule include the following classifications:

Group	Classifications
1	Rodman; chainman; stakeman; pipefinder; flagman
2	General laborer; skid setter; specialized laborer helper
3	Buffer; grader; swamper; driller helper; saw filer
4	Paper latcher; dope pot fireman N/M; power saw operator
5	Jackhammerman; pneumatic tool operator; breaker operator; auger toolman; polyurethane nozzleman; faller
6	Driller; hi-scaler; concrete saw operator; powderman
7	Specialized laborer

**1. WAGE RATES**

The hourly wage rates applicable shall be as follows:

	May 1 2010	May 1 2011	May 1 2012
Group 1	22.64	23.21	23.79
Group 2	22.87	23.44	24.03
Group 3	23.09	23.67	24.26
Group 4	23.21	23.79	24.38
Group 5	23.32	23.90	24.50
Group 6	23.43	24.02	24.62
Group 7	23.93	24.53	25.14

Firstaid Attendant - Twenty-five cents (\$0.25) per hour above regular rate.

Job Steward - Fifty cents (\$0.50) per hour above regular rate.

**2. EMPLOYER CONTRIBUTIONS**

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 for the following purposes shall be:

<b>Saskatchewan</b>	<b>May 1 2010</b>	<b>May 1 2011</b>	<b>May 1 2012</b>
Health & Welfare Plan	1.85		
Pension Plan	3.10		
Training Plan	0.40		
Advancement Fund	0.75		
Canadian Tri-Fund	0.05		
P.I.P Fund	0.29		

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

The Parties agree that the Local Union shall have the right to redistribute amounts between wages and Employer contributions insofar as the total combined cost remains unchanged.

**3. OVERTIME AND HOLIDAY PAY**

All hours worked by an employee in excess of nine (9) hours per shift and in excess of forty-four (44) 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, Family Day, Good Friday, Victoria Day, Dominion Day, first Monday in August, 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 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. Employees working a night shift shall be paid a rate ten percent (10%) higher than the straight time rate.

**SCHEDULE B4**

**LABORERS DISTRIBUTION PIPELINE  
AGREEMENT FOR CANADA  
MANITOBA**

The groups referred to in this Schedule include the following classifications:

Group	Classifications
1	Rodman; chainman; stakeman; pipefinder; flagman
2	General laborer; skid setter; specialized laborer helper
3	Buffer; grader; swamper; driller helper; saw filer
4	Paper latcher; dope pot fireman N/M; power saw operator
5	Jackhammerman; pneumatic tool operator; breaker operator; auger toolman; polyurethane nozzleman; faller
6	Driller; hi-scaler; concrete saw operator; powderman
7	Specialized laborer

**1. WAGE RATES**

The hourly wage rates applicable shall be as follows:

	May 1 2010	May 1 2011	May 1 2012
Group 1	21.88	22.43	22.99
Group 2	22.11	22.66	23.23
Group 3	22.33	22.89	23.46
Group 4	22.45	23.01	23.59
Group 5	22.56	23.12	23.70
Group 6	22.67	23.24	23.82
Group 7	23.18	23.76	24.35

Firstaid Attendant - Twenty-five cents (\$0.25) per hour above regular rate.

Job Steward - Fifty cents (\$0.50) per hour above regular rate.

2. EMPLOYER CONTRIBUTIONS

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 for the following purposes shall be:

Manitoba	May 1	May 1	May 1
	2010	2011	2012
Health & Welfare Plan	1.55		
Pension Plan	3.20		
Training Plan	0.55		
Advancement Fund	0.80		
Canadian Tri-Fund	0.05		
Local Union Tri-Fund	0.05		
P.I.P Fund	0.29		

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

The Parties agree that the Local Union shall have the right to redistribute amounts between wages and Employer contributions insofar as the total combined cost remains unchanged.

3. OVERTIME AND HOLIDAY PAY

All hours worked by an employee in excess of nine (9) hours per shift and in excess of forty-four (44) 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, Family Day, Good Friday, Victoria Day, Dominion Day, first Monday in August, 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 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. Employees working a night shift shall be paid a rate ten percent (10%) higher than the straight time rate.

## REMITTANCES

The Employer will remit all employer contributions and working dues deductions to the following addresses:

***Health and Welfare; Training and Rehabilitation; Advancement Fund and Working Dues:***

Employees' home local - unless otherwise notified in writing by Local Unions.

***Pension; Canadian Tri-Fund; and OPDC Working Dues:***

Laborers Pension Fund of Central and Eastern Canada  
701, 1315 N. Service Road E.  
Oakville ON L6H 1A7

***Pipeline Industry Promotion Fund:***

201, 1075 North Service Road W.  
Oakville, ON L6M 2G2

**SCHEDULE B5**

**LABORERS DISTRIBUTION PIPELINE  
AGREEMENT FOR CANADA  
ONTARIO**

The groups referred to in this Schedule include the following classifications:

Group	Classifications
1	Rodman; chainman; stakeman; pipefinder; flagman
2	General laborer; skid setter; specialized laborer helper
3	Buffer; grader; swamper; driller helper; saw filer
4	Paper latcher; dope pot fireman N/M; power saw operator
5	Jackhammerman; pneumatic tool operator; breaker operator; auger toolman; polyurethane nozzleman; faller
6	Driller; hi-scaler; concrete saw operator; powderman
7	Specialized laborer

**1. Zone 1: Ontario Labour Relations Board Areas 8 and 9 (Metro Toronto and the Regional Municipalities of Peel, York and Durham).**

**1.1 WAGE RATES**

The hourly wage rates applicable shall be as follows:

<i>Zone 1</i>	May 1 2010	May 1 2011	May 1 2012	Jan 1 2013
Group 1	31.68	32.18	32.63	33.00
Group 2	31.88	32.38	32.83	33.20
Group 3	32.08	32.58	33.03	33.40
Group 4	32.18	32.68	33.13	33.50
Group 5	32.28	32.78	33.23	33.60
Group 6	32.38	32.88	33.33	33.70
Group 7	32.83	33.33	33.78	34.15

1.2 EMPLOYER CONTRIBUTIONS

Rates at which the Employer shall contribute for each hour of work earned on behalf of each employee employed under the terms of this Agreement for the following purposes shall be:

<b>Ontario - Zone 1</b>	May 1 2010	May 1 2011	May 1 2012
Health & Welfare Plan	2.40	2.45	2.50
Pension Plan	6.10	6.60	7.10
Training Plan	0.25		
Canadian Tri-Fund	0.05		
Long Term Care	0.60	0.65	
Camping Ground	0.20		
P.I.P Fund	0.29		

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

**2. Zone 2: Jurisdictional area of Local 183 except as provided for in Zone 1 above.**

2.1 WAGE RATES

The hourly wage rates applicable shall be as follows:

<b>Zone 2</b>	May 1 2010	May 1 2011	May 1 2012	Jan 1 2013
Group 1	29.03	29.53	29.98	30.35
Group 2	29.25	29.75	30.20	30.57
Group 3	29.47	29.97	30.42	30.79
Group 4	29.58	30.08	30.53	30.90
Group 5	29.69	30.19	30.64	31.01
Group 6	29.80	30.30	30.75	31.12
Group 7	30.29	30.79	31.24	31.61

2.2 EMPLOYER CONTRIBUTIONS

Rates at which the Employer shall contribute for each hour of work earned on behalf of each employee employed under the terms of this Agreement for the following purposes shall be:



<b>Ontario - Zone 2</b>	May 1 2010	May 1 2011	May 1 2012
Health & Welfare Plan	2.40	2.45	2.50
Pension Plan	5.50	6.00	6.50
Training Plan	0.25		
Canadian Tri-Fund	0.05		
Long Term Care	0.60	0.65	
Camping Ground	0.20		
P.I.P Fund	0.29		

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

### 3. Zone 3: All other areas of Ontario.

#### 3.1 WAGE RATES

The hourly wage rates applicable shall be as follows:

<b>Zone 3</b>	May 1 2010	May 1 2011	May 1 2012	Jan 1 2013
Group 1	28.79	29.25	29.70	29.97
Group 2	29.02	29.48	29.93	30.20
Group 3	29.24	29.70	30.15	30.42
Group 4	29.35	29.81	30.26	30.53
Group 5	29.46	29.92	30.37	30.64
Group 6	29.57	30.03	30.48	30.75
Group 7	30.06	30.52	30.97	31.24

#### 3.2 EMPLOYER CONTRIBUTIONS

Rates at which the Employer shall contribute for each hour of work earned on behalf of each employee employed under the terms of this Agreement for the following purposes shall be:

Ontario - Zone 3	May 1 2010	May 1 2011	May 1 2012
Health & Welfare Plan	2.85		
Pension Plan	5.95	6.45	6.95
Training Plan	0.30		
Canadian Tri-Fund	0.05		
P.I.P Fund	0.29		

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

### 3.2.1 Scholarship Trust Fund

In the event any Local Union establishes a Scholarship Trust Fund, the Union shall provide the Association with thirty (30) days written notice to that effect and of the rate of contribution to such fund, but any such contribution shall require adjustment to the current wages and/or Employer Contributions so as to not affect the total wage package.

## 4. Conditions applicable to all zones:

### 4.1 WAGE PREMIUMS

Shift Premium - For shifts commencing at or after 6:00 PM employees will be paid a premium of one dollar (\$1.00) above the regular rate.

Firstaid Attendant - Twenty-five cents (\$0.25) per hour above regular rate.

Job Steward - Fifty cents (\$0.50) per hour above regular rate.

### 4.2 WORKING DUES:

The Employer shall deduct from the employee's earnings Local Union working dues in the amount of three percent (3%) of the base hourly wage rate for all hours worked plus Ontario Provincial District Council (OPDC) working dues in the amount of thirty-five cents (35¢) per hour. The Employer shall remit the OPDC dues of thirty-five cents (35¢) per hour directly to the Labourers' Pension Fund of Central and Eastern Canada, together with Pension

Fund contributions. The Local Union working dues of three percent (3%) shall be remitted as directed by the Local Union involved.

#### 4.3 UNION RECOGNITION

Where, in any area of Ontario, an Employer is bound by the terms of this Agreement, the Employer shall be deemed to have recognized the Laborers International Union of North America as the exclusive bargaining agent for all construction laborers throughout all geographic areas in the Province of Ontario employed in the pipeline sector of the construction industry.

#### 4.4 WORK STOPPAGES, SECONDARY BOYCOTTS, AND JURISDICTIONAL DISPUTES

When a work claim dispute arises between the Laborers Union and any other union, person, or organization which cannot be settled to the satisfaction of all parties concerned, such dispute shall only be processed as a jurisdictional dispute under the Ontario Labour Relations Act. In the meantime, work will continue as assigned by the Employer unless otherwise directed by the Ontario Labour Relations Board.

#### 4.5 OVERTIME AND HOLIDAY PAY

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, Family 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.

**5. CONSTRUCTION CRAFT WORKER APPRENTICESHIP**

5.1 The purpose of this Section is to provide a program to train skilled tradesmen by making provisions for Apprentices in power, energy and communications construction, maintenance and similar work.

5.2 "Apprentice" means an employee within Local 183 classifications considered to be in the training stage of his or her career by Local 183. Except as allowed for in Articles 13.07 and 13.08 below, all Apprentices shall be registered as such with Local 183 prior to being employed as Apprentices by any Employer.

5.3 When the Employer wishes to employ an Apprentice, the Employer shall make a request to the Local 183 Life Long Learning Centre. The Life Long Learning Centre shall make immediate efforts to dispatch an Apprentice within five (5) days of receipt of the request. Any person not dispatched in accordance with this Article shall not be considered to be an Apprentice for the purposes of this Agreement except as provided for in Articles 5.6 and 5.7 below.

5.4 The said Apprentices shall be obliged to attend all relevant Health and Safety Training Programs offered at the Local 183 Life Long Learning Centre on their own time at no cost to the Employer.

5.5 Training Requirements

	Rate	Hours
Phase 1	60% of full rate	0 – 800 hours
Phase 2	75% of full rate	800 – 1600 hours
Phase 3	85% of full rate	1600 – 2400 hours

Above 2400 hours and successful completion of the exam, the full rate will apply.

- 5.6 If the Union cannot supply such Apprentices to the Employer under Article 12.03, the Employer has the right to employ Apprentices from other sources. Such persons shall, as a condition of employment, and continued employment, be required to apply for membership in Local 183 and become registered as Apprentices within ten (10) working days of hiring.
- 5.7 If the Union cannot supply such Apprentices resident in Simcoe County for work in Simcoe County to the Employer under Article 5.3, the Employer has the right to employ Apprentices from other sources. Such persons shall, as a condition of employment, and continued employment, be required to apply for membership in Local 183 and become registered as Apprentices within ten (10) days of hiring.
- 5.8 The Employer has the right to hire one (1) Apprentice per five (5) employees in the Local 183 portion of the bargaining unit.
- 5.9 Any person who is not registered as an Apprentice in accordance with the provisions of Articles 5.2, 5.3 or 5.4 (whichever is applicable) shall receive the full rate for the relevant period of employment.
- 5.10 If the ratio set out in Article 12.08 is not complied with, then all Apprentices shall receive the full rate for the relevant period of employment.
- 5.11 It is agree that prior to laying off any full-rate employees, all Apprentices will be laid off. If is further agreed that a full-rated employee who has been laid off by the Employer within two (2) months of the date of recalling or employing any Apprentice will be offered recall prior to recalling or employing any Apprentice. It is further agreed that prior to requesting or employing any new Apprentices, the Employer will offer recall to any Apprentices which it has laid off within two (2) months, providing that such Apprentices are capable of performing the available work.

## REMITTANCES - ONTARIO

The Employer will remit all employer contributions and working dues deductions to the following addresses:

***Health and Welfare; Training and Rehabilitation;  
Long Term Care; Camping Ground; and Local  
Union Working Dues:***

Employees' home local - unless otherwise notified in writing by Local Unions.

***Pension; Canadian Tri-Fund; and OPDC Working  
Dues:***

Laborers Pension Fund of Central and Eastern Canada  
701, 1315 N. Service Road E.  
Oakville ON L6H 1A7

***Pipeline Industry Promotion Fund:***

201, 1075 North Service Road W.  
Oakville, ON L6M 2G2

**SCHEDULE B6**

**LABORERS DISTRIBUTION PIPELINE  
AGREEMENT FOR CANADA  
NEW BRUNSWICK, NEWFOUNDLAND, NOVA  
SCOTIA, AND PRINCE EDWARD ISLAND**

The groups referred to in this Schedule include the following classifications:

Group	Classifications
1	Rodman; chainman; stakeman; pipefinder; flagman
2	General laborer; skid setter; specialized laborer helper
3	Buffer; grader; swamper; driller helper; saw filer
4	Paper latcher; dope pot fireman N/M; power saw operator
5	Jackhammerman; pneumatic tool operator; breaker operator; auger toolman; polyurethane nozzle man; faller
6	Driller; hi-scaler; concrete saw operator; powderman
7	Specialized laborer

1. WAGE RATES

The hourly wage rates applicable shall be as follows:

**Zone 1: The Provinces of New Brunswick, Prince Edward Island, Newfoundland (excluding Labrador), and Nova Scotia (excluding Cape Breton Island).**

<i>Zone 1</i>	May 1 2010	May 1 2011	May 1 2012
Group 1	22.04	22.28	22.54
Group 2	22.28	22.53	22.80
Group 3	22.49	22.74	23.02
Group 4	22.59	22.85	23.12
Group 5	22.80	23.06	23.34
Group 6	23.25	23.52	23.81
Group 7	23.30	23.57	23.87

**Zone 2: Cape Breton Island.**

<b>Zone 2</b>	May 1 2010	May 1 2011	May 1 2012
Group 1	22.70	22.96	23.24
Group 2	22.95	23.22	23.50
Group 3	23.14	23.42	23.71
Group 4	23.25	23.52	23.81
Group 5	23.45	23.73	24.03
Group 6	23.91	24.20	24.51
Group 7	23.95	24.25	24.56

Firstaid Attendant - Twenty-five cents (\$0.25) per hour above regular rate.

Job Steward - Fifty cents (\$0.50) per hour above regular rate:

Shift Premium - If a requirement should arise for any shift to commence at or after 6:00 PM the Association and the Union shall meet to determine any employee wage rate premium.

**2. EMPLOYER CONTRIBUTIONS**

Rates at which the Employer shall contribute for each hour of work earned on behalf of each employee employed under the terms of this Agreement for the following purposes shall be:

<b>NB, NS, PEI and NFLD &amp; LAB</b>	May 1 2010	May 1 2011	May 1 2012
Health & Welfare Plan	2.00		
Pension Plan	3.80	4.30	4.80
Training Plan	0.65		
Canadian Tri-Fund	0.06		
P.I.P Fund	0.29		

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



3. WORKING DUES

The Employer shall deduct working or administrative dues from the employees' earning in the amount of two and one-half percent (2½%) of gross weekly wages plus ten cents (10¢) per hour . The ten cents (10¢) per hour will be remitted to the LIUNA Atlantic Region District Council. These amounts will be remitted to the addresses listed below. Health & Welfare contributions, Training contributions, and regular monthly dues will be remitted to the appropriate Laborers' Trust Fund as advised by the Local Union involved.

4. OVERTIME AND HOLIDAY PAY

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, Family 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.

Note: If any pipeline construction should be performed in Labrador or Baffin Island, the Association and the Union shall meet to determine wage rates and Employer contributions for that geographical area.

**REMITTANCES**

***Health and Welfare; Training; and Local Union Working or Administrative Dues:***

Employees' home local - unless otherwise notified in writing by Local Unions.

***Pension and Canadian Tri-Fund:***

Laborers Pension Fund of Central and Eastern  
Canada  
701, 1315 North Service Road E.  
Oakville ON L6H 1A7

***LIUNA Atlantic District Council Organizing Fund:***

226 Townsend Street  
Sydney NS B1P 5E6

***Pipeline Industry Promotion Fund:***

201, 1075 North Service Road W.  
Oakville, ON L6M 2G2

**SCHEDULE B7  
EMPLOYERS BOUND BY THE LABORERS  
PIPELINE AGREEMENTS FOR CANADA**

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

**ALBERTA**

By Registration:

Abco Supply & Service Ltd.  
Alberta Mobile Air Compression Services  
All-Pipe Transport Ltd.  
Alta North Pipeline Concrete Products  
Antagon Pipelines Company Ltd.  
Atlantic Pipeline Resources Inc.  
Atlantic Underground Services Ltd.  
Banister Majestic Inc.  
Banister Pipelines  
Bechtel Canada Limited  
Bolder Concrete Ltd.  
Canadian Dredge and Dock Inc.  
Canadian Subaqueous Pipelines 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.  
Conweigh Incorporated  
R.L. Coolsaet of Canada Ltd.  
Coolsaet Pipeline Ltd.  
Cope Construction and Contracting Inc.  
J.L. Cox & Son, Inc.  
Delta Catalytic Contractors Ltd.  
Dillingham Construction Ltd.  
Dresser Industries Inc. - Dresser Titan  
EBC Pipeline Inc.  
Eveready Industrial Services Limited

Flint Construction (1980) Ltd.  
Formac Pumping Services Limited  
Geleman Enterprises Ltd.  
Genstar Construction Limited  
Global Air Drilling Services Ltd.  
O.E. Hamlyn Drillers Limited  
Henuset Bros. Ltd.  
Interpro Contractors Ltd.  
Jampa Pipeline Ltd.  
T.W. Johnstone Company Limited  
Junior Service & Repair Ltd.  
Kaps Entrepose Ltd.  
Kaps Transport Ltd.  
Kevin MacDonald Welding Ltd.  
Kiewit Pipelines Ltd.  
Kordyban Transport (1980) Ltd.  
L.C. Drilling & Rock Services  
Lackie Pipestringing Ltd.  
LamSar Mechanical Contractors Limited  
Leonard Pipeline Contractors Ltd.  
Long Branch Contractors Ltd.  
Loram International Ltd.  
Lorenco Environmental Contractors Ltd.  
McCaws Drilling & Blasting Ltd.  
Majestic Contractors Limited  
Marine Pipeline Construction of Canada (1993)  
Maxim Blasting Services Ltd.  
Media Environmental Cleaning & Restoration  
MHG International Ltd.  
Michels Canada Co.  
Michetti Pipe Stringing  
Midwest Pipeline Contractors Ltd.  
Mi-Pal Holdings Ltd.  
Milbar Hydro-Test Ltd.  
National Caterers (1989) 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.

Orbit Excavating and Sanitation Services Ltd.  
Pan Cana Associated Contractors Ltd.  
Pashco Blasting Ltd.  
Pat McNulty Ltd.  
Pe Ben Industries Company Ltd.  
Pe Ben Pipelines (1979) Ltd.  
Pentzien Canada, Inc.  
Permanent Lafarge  
Premay Pipeline Hauling Ltd.  
Premier Murphy J/V  
Premier Pipelines Inc.  
H.C. Price of Canada Ltd.  
Q. C. Pipelines Ltd.  
ROK Pipeline Inc.  
Ron May Trucking and Excavating Ltd.  
RPA Contracting Ltd.  
Sartori & Son Company Limited  
Seggow Construction & Clearing Ltd.  
Sie-Mac Heavy Haulers Ltd.  
Dan Snider Logging and Trucking  
Robert B. Somerville Co. Limited  
Spie Construction Inc.  
Square M Construction Limited  
Steen Pipelines  
Stringtest Pipelines Inc.  
Subcor Hydrovac Inc.  
Sulcon Pipeline Weights Ltd.  
Summit Pipeline Services Ltd.  
Supernal Welding and Consulting Ltd.  
Tom Allen Construction Co.  
Totran Transport Ltd.  
True Test Pipeline Services  
Universal Pipe Line Enterprises Ltd.  
Waschuk Pipe Line Construction Ltd.  
Western Reclamation Services  
Whip-Line Crane Services Ltd.  
Winnipeg Sandblasting Liqua Jet  
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  
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:

Abco Supply & Service Ltd.  
All-Pipe Transport Ltd.  
Atlantic Pipeline Resources Inc.  
Atlantic Underground Services Ltd.  
Banister Majestic Inc.  
Bolder Concrete Ltd.  
Cliffside Utility Contractors Ltd.  
Consamar Inc.  
Continental Electric Ltd.  
Conweigh Incorporated  
Coolsaet Pipeline Ltd.  
R.L. Coolsaet of Canada Ltd.  
Cope Construction and Contracting Inc.  
J.L. Cox & Son, Inc.

Delta Catalytic Contractors Ltd.  
EBC Pipeline Inc.  
Global Air Drilling Services Ltd.  
O.E. Hamlyn Drillers Limited  
Jampa Pipeline Ltd.  
T.W. Johnstone Company Limited  
Kevin MacDonald Welding Ltd.  
Kiewit Pipelines Ltd.  
L.C. Drilling & Rock Services  
LamSar Mechanical Contractors Limited  
Marine Pipeline Construction of Canada (1993)  
Media Environmental Cleaning & Restoration  
Michels Canada Co.  
Michetti Pipe Stringing  
National Caterers (1989) Ltd.  
O.J. Pipelines Corp.  
Orbit Excavating and Sanitation Services Ltd.  
Pashco Blasting Ltd.  
Pe Ben Industries Company Ltd.  
Pe Ben Pipelines (1979) Ltd.  
Pentzien Canada, Inc.  
Permanent Lafarge  
Premay Pipeline Hauling Ltd.  
Q. C. Pipelines Ltd.  
R. MacLean Forestry & Land Clearing Ltd. (NB only)  
Robert Higgins (1984) Co. Ltd. (NB only)  
ROK Pipeline Inc.  
RPA Contracting Ltd.  
Sartori & Son Company Limited  
Robert B. Somerville Co. Limited  
Spie Construction Inc.  
Steen Pipelines  
Stringtest Pipelines Inc.  
Summit Pipeline Services Ltd.  
Supernal Welding and Consulting Ltd.  
Tom Allen Construction Co.  
Universal Pipe Line Enterprises Ltd.  
Waschuk Pipe Line Construction Ltd.  
Winnipeg Sandblasting Liqua Jet

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

By Appointment:

513356 NB Ltd. (NB only)  
Abco Supply & Service Ltd.  
All-Pipe Transport Ltd.  
Atlantic Pipeline Resources Inc.  
Atlantic Underground Services Ltd.  
Badger Hydro-Vac Services Ltd. (Manitoba only)  
Banister Majestic Inc.  
Bolder Concrete Ltd.  
Castonquay Group Inc. (NS only)  
Cie Wilfred Allen Ltee. (NS only)  
Cliffside Utility Contractors  
Conweigh Incorporated  
Coolsaet Pipelines Ltd.  
Cope Construction and Contracting Inc.  
Dyno Nobel Ltd. (NS only)  
EBC Pipeline Inc.  
Erin Industries Ltd.  
Global Air Drilling Services Ltd.  
Horizontal Crossing Atlantic Ltd. (NS only)  
Jampa Pipeline Ltd.  
T.W. Johnstone Company Limited  
Kevin MacDonald Welding Ltd.  
Kiewit Pipelines Ltd.  
L & R Drilling & Blasting Limited (NS only)  
L.C. Drilling & Rock Services  
LamSar Mechanical Contractors Limited  
Marine Pipeline Construction of Canada (1993)  
McNally Marine Inc. (NS only)  
Media Environmental Cleaning & Restoration  
Michels Canada Co.  
Michetti Pipe Stringing  
National Caterers (1989) Ltd.  
NJ Industries Ltd. (NB only)  
Nova Fencing Limited (NS only)  
O.J. Pipelines Corp.  
Orbit Excavating and Sanitation Services Ltd.  
Pashco Blasting Ltd.



Pe Ben Industries Company Ltd.  
Pentzien Canada, Inc.  
Permanent Lafarge  
Pipeline Transport Limited (NS only)  
Premay Pipeline Hauling Ltd.  
Q. C. Pipelines Ltd.  
R. MacLean Forestry & Land Clearing Ltd. (NB only)  
Robert Higgins (1984) Co. Ltd. (NB only)  
ROK Pipeline Inc.  
RPA Contracting Ltd.  
D. W. Sartori Contracting Ltd.  
Robert B. Somerville (Div. of Robert McAlpine Ltd.)  
Spie Construction Inc.  
Steen Pipelines  
Stringtest Pipelines Inc.  
Summit Pipeline Services Ltd.  
Supernal Welding and Consulting Ltd.  
Tom Allen Construction Co.  
Torcline Corporation (NS only)  
Universal Pipe Line Enterprises Ltd.  
Waschuk Pipe Line Construction Ltd.  
Winnipeg Sandblasting Liqua Jet

#### **ONTARIO**

##### By Accreditation:

Abco Supply & Service Ltd.  
Aboriginal Pipelines Ltd.  
Agrodrain Systems Limited  
Alberta Mobile Air Compression Services  
All-Pipe Transport Ltd.  
Antagon Pipelines Company Ltd.  
Atlantic Pipeline Resources Inc.  
Atlantic Underground Services Ltd.  
Banister Majestic Inc.  
Banister Pipelines  
Bechtel Canada Limited  
Beaver Pipeline Construction Limited  
Bolder Concrete Ltd.  
Bonlot Construction Ltd.  
J.W. Cain Limited  
Canadian Dredge and Dock Inc.  
Canadian Subaqueous Pipelines Ltd.

Catre Pipeline  
Robert Christoph  
C.S.I. Hydrostatic Testers  
Cliffside Utility Contractors  
Consamar Inc.  
Consbec Inc.  
Continental Electric Ltd.  
Conweigh Incorporated  
R.L. Coolsaet of Canada Ltd.  
Coolsaet Pipeline Ltd.  
Cope Construction and Contracting Inc.  
J.L. Cox & Son, Inc.  
Curran Construction Ltd.  
Custom Concrete (Northern)  
Dillingham Construction Ltd.  
EBC Pipeline Inc.  
Robert J. Fierheller  
Formac Pumping Services Limited  
General Pipeline Contractors Limited  
G.M. Gest Inc.  
Global Air Drilling Services Ltd.  
H.B. Contracting Ltd.  
O.E. Hamlyn Drillers Limited  
Huron Pipelines Limited  
Inter-Provincial Construction Limited  
Jack Byerlay Sandblasting Ltd.  
Jampa Pipeline Ltd.  
T.W. Johnstone Company Limited  
Joyce-Leonard Canada Ltd.  
Junior Service & Repair Ltd.  
Kel-Gor Limited  
Kevin MacDonald Welding Ltd.  
Kiewit Pipelines Ltd.  
Kordyban Transport (1980) Ltd.  
L.C. Drilling & Rock Services  
Lackie Pipestringing Ltd.  
LamSar Mechanical Contractors Ltd.  
Leo Alarie & Sons Limited  
Leonard Pipeline Contractors Ltd.  
Loram International Ltd.  
Mainline Boring Ltd.  
Majestic Contractors Limited

Mannix Co. Ltd.  
Marine Pipeline Construction of Canada Limited  
McCaws Drilling & Blasting Ltd.  
McDace Limited  
Media Environmental Cleaning & Restoration  
MHG International Ltd.  
Michels Canada Co.  
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.  
O.J. Pipelines Corp.  
Orbit Excavating and Sanitation Services Ltd.  
Pan Cana 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 Lafarge  
Premay Pipeline Hauling Ltd.  
Premier Murphy - A Joint Venture  
Premier Pipelines Limited  
H.C. Price of Canada Ltd.  
Q. C. Pipelines Ltd.  
ROK Pipeline Inc.  
RPA Contracting Ltd.  
Rhucon (1988) Inc.  
Sartori & Son Company Limited  
Dan Snider Logging and Trucking  
Sombra Welding Limited  
Robert B. Somerville (Div. of Robert McAlpine Ltd.)  
Spie Construction Inc.  
Steen Pipelines  
Stringtest Pipelines Ltd.  
Summit Pipeline Services Inc.  
Superior Pipeline Contractors Ltd.  
Supernal Welding and Consulting Ltd.

Tom Allen Construction Co.  
True Test Pipeline Services  
Universal Pipe Line Enterprises Ltd.  
John Vail Pipeline Contractors  
Villeneuve Construction Ltd.  
Waschuk Pipe Line Construction Ltd.  
Waynco Ltd.  
L.M. Welter Ltd.  
Wiley Oilfield Hauling Ltd.  
Williams Pressure Service Ltd.  
Winnipeg Sandblasting Liqua Jet  
Roger H. Woods Ltd.

**SASKATCHEWAN**

By Designation:

Abco Supply & Service Ltd.  
All-Pipe Transport Ltd.  
Atlantic Pipeline Resources Inc.  
Atlantic Underground Services Ltd.  
Banister Majestic Inc.  
Banister Pipelines  
Bolder Concrete Ltd.  
Cliffside Utility Contractors  
Consamar Inc.  
Conweigh Incorporated  
R.L. Coolsaet of Canada Ltd.  
Coolsaet Pipeline Ltd.  
Cope Construction and Contracting Inc.  
J.L. Cox & Son, Inc.  
Dillingham Construction Ltd.  
EBC Pipeline Inc.  
Global Air Drilling Services Ltd.  
O.E. Hamlyn Drillers Limited  
Jampa Pipeline Ltd.  
T.W. Johnstone Company Limited  
Kevin MacDonald Welding Ltd.  
Kiewit Pipelines Ltd.  
L.C. Drilling & Rock Services  
LamSar Mechanical Contractors Limited  
Majestic Contractors Limited  
Marine Pipeline Construction of Canada (1993)  
Media Environmental Cleaning & Restoration

Michels Canada Co.  
Michetti Pipe Stringing  
National Caterers Ltd.  
O.J. Pipelines Corp.  
Orbit Excavating and Sanitation Services Ltd.  
Pashco Blasting Ltd.  
Pe Ben Industries Company Ltd.  
Pe Ben Pipelines (1979) Ltd.  
Pentzien Canada, Inc.  
Permanent Lafarge  
Premay Pipeline Hauling Ltd.  
Q. C. Pipelines Ltd.  
ROK Pipeline Inc.  
RPA Contracting Ltd.  
D. W. Sartori Contracting Ltd.  
Robert B. Somerville (Div. of Robert McAlpine Ltd.)  
Spie Construction Inc.  
Steen Pipelines  
Stringtest Pipelines Inc.  
Summit Pipeline Services Ltd.  
Supernal Welding and Consulting Ltd.  
Tom Allen Construction Co.  
Universal Pipe Line Enterprises Ltd.  
Waschuk Pipe Line Construction Ltd.  
Winnipeg Sandblasting Liqua Jet

**SCHEDULE B8**  
**LABORERS INTERNATIONAL UNION OF**  
**NORTH AMERICA**

**T. M. O' SULLIVAN, General President**  
905 - 16th St. N.W., Washington, DC 20006  
(202) 737-8320

**A. E. SABITONI, General Secretary-Treasurer**  
905 - 16th St. N.W., Washington, DC 20006  
(202) 737-8320

\* \* \* \* \*

Refer all Job Notifications, Pre-job Conference requests and Local union jurisdiction inquiries to the following International Representatives:

Ontario, Quebec, New Brunswick, Prince Edward Island, Nova Scotia, Newfoundland, Labrador and Baffin Island, and N.W.T. (District of Keewatin):

**JOSEPH MANCINELLI, Vice President & Manager,**  
Central and Eastern Canada Regional Office  
44 Hughson Street, South  
Hamilton, Ontario L8N 2A7  
(905) 522-7177 Fax: (905) 522-9310

British Columbia, Alberta, Saskatchewan, Manitoba, Yukon Territory and N.W.T. (District of Mackenzie):

**GREG HARRIS, Manager**  
Western Canada Subregional Office  
402, 15127 - 100 Avenue  
Surrey, British Columbia V3R 0N9  
(604) 951-8877 Fax: (604) 951-8883

**APPENDIX C**  
**TEAMSTERS DISTRIBUTION PIPELINE**  
**AGREEMENT FOR CANADA**

**ARTICLE C1**  
**SCOPE OF WORK**

C1.1 Owner-operated equipment shall in no way be used to circumvent the intentions and provisions of this Agreement. The terms and conditions of this Agreement shall be applicable to owner-operated equipment to the extent only of any work defined in Article 1 and this Agreement shall in no way be interpreted so as to apply to any other operations of an owner-operator. Owner-operators shall be or shall become members of the Union.

C1.2 The work coming under the jurisdiction of the Union and covered by the terms of this Agreement includes all employees of the Employer engaged in the classifications listed in the Appendices attached hereto and includes transportation of men, materials, parts, equipment and machinery and warehousing.

C1.3 Where material and equipment is supplied by hauling to the site for any work defined in Article 1 such hauling shall be done in accordance with this Agreement or an agreement that shall be acceptable to the Employer and the signatory Union prior to commencement of the project or during the Pre-job Conference and such agreement shall be in writing and agreed to by the parties signatory to this Agreement.

C1.4 This Agreement shall not be construed to include the employees or agents of third parties engaged in the supply or delivery of materials, parts, tools, or supplies to the work covered by this Agreement other than the employees of sub-contractors so engaged.

C1.5 Where the Employer is responsible for and has control over the transportation of materials or equipment such work shall be performed in accordance with this Agreement or an agreement acceptable to the Employer and the Union as agreed prior to or during the Pre-job Conference.

C1.6 All hauling of pipe and stockpiling from the railhead, dockside, mill, owner's permanent yard or yards, or a coating mill, to be used for any work defined in Article 1 shall be performed under and in accordance with the terms and conditions of this Agreement.

C1.7 If, for any reason 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 C2  
JOB NOTIFICATION AND ENFORCEMENT**

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

**ARTICLE C3  
HIRING PROCEDURE**

C3.1 With the exception of those regular employees of the employer who are members in good standing of the Union, as cleared by the Local Union for work within the Jurisdictional Boundary of that Local Union, the Employer shall hire all employees through the Local Union dispatch office. In all cases the Local Union dispatch office will be given forty-eight (48) hours Monday through Friday to complete the dispatch and all employees must be in possession of a Union referral slip prior to his commencement of work which includes equipment move out.

C3.2 Any qualified person, dispatched by the Local Union to be employed in any capacity that requires the operation of a Commercial Motor Vehicle as defined by the applicable Provincial motor vehicles regulations, shall possess and provide to the Employer, at the time of hire, a driver's abstract issued within the previous ninety (90) days by the appropriate motor vehicle driver licensing agency.

C3.3 The Employer and the Union agree to cooperate to encourage opportunities for aboriginal employment under the terms and conditions of this Agreement.



**ARTICLE C4  
WORKING RULES**

C4.1 The Employer shall be the sole judge as to the number of employees required provided that a sufficient number of employees is employed to cover the work coming within the established jurisdiction of the Union.

C4.2 The Employer will maintain a minimum of one Teamster per crew. There shall be no inequitable minimum or maximum amount of work within the jurisdiction of the Union which an employee may be required to perform during the working day, and there shall be no restriction imposed against the use of any type of machinery, tools, or labour saving devices, it being the intention of the parties that there shall be no abuse of this provision by either party.

C4.3 Each employee shall be advised of the specific foreman, as designated by the Employer in his discretion to whom he is assigned and responsible and from whom he shall take his instructions, and he may be discharged in accordance with the terms and conditions of this Agreement only by said foreman or job superintendent or assistant superintendent.

C4.4 An employee shall be clearly advised of any reassignment to another foreman, which the Employer, in his discretion may determine.

C4.5 An employee may be changed from the classification for which he was hired to another within the jurisdiction of the Union if such change is acceptable to and acknowledged in writing by the employee. Where an employee works in a higher hourly wage classification for four (4) hours or less he shall be paid the higher rate for a minimum of four (4) hour, if he works more than four (4) hours he shall be paid the higher rate for his entire shift.

C4.6 During emergencies, any employee of the Employer may be assigned to any work. No employee's hourly rate shall be lowered under this provision, and in the event an employee is assigned to work calling for higher rate of pay, he shall receive such higher rate for the full shift.

C4.7 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.

C4.8 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.

C4.9 The Employer shall provide gloves to all Fuel Truck Drivers.

**ARTICLE C5  
WAGE RATES AND CLASSIFICATIONS**

C5.1 Classifications and the hourly wage rates applicable thereto are contained in the Appendices attached to and forming part of this Agreement.

**ARTICLE C6  
EMPLOYER CONTRIBUTIONS**

C6.1 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.

**ARTICLE C7  
OVERTIME AND HOLIDAY PAY**

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

**ARTICLE C8  
REPORTING AND CALL BACK TIME**

C8.1 Reporting time and call back time pay shall be paid as follows:

- C8.1.1 Four (4) 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. This payment shall be made notwithstanding the employee has not been ordered to report that day provided he has been working regularly and the Employer has failed to notify him at the end of the shift on the preceding day not to so report.
- C8.1.2 Four (4) 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.
- C8.1.3 Eight (8) hours pay at the applicable rate for that day to any employee who performs work of more than four (4) but less than eight (8) hours duration.

**ARTICLE C9  
WORK STOPPAGES, SECONDARY BOYCOTTS,  
AND JURISDICTIONAL DISPUTES**

C9.1 In the event that a dispute arises between any of the Unions and/or any other Union, over the proper assignment of work by a pipeline contractor, then one of the parties affected by the dispute may refer the matter to the Advisory Council for decision. Pending a decision by the Advisory Council, the work shall continue without slowdown or stoppage in the manner in which it was assigned by the contractor.

C9.2 Where a jurisdictional dispute over proper assignment of work is referred to the Advisory Council, the chairman and the recording secretary shall, as promptly as possible, convene a meeting of one appointed representative of each of the Unions and one appointed representative of the Association, or their designated substitutes, which shall be constituted as a Jurisdictional Committee. The Jurisdictional Committee shall select one of its members to act as a chairman for the conduct of all proceedings with respect to the particular dispute involved. There shall also be a secretary designated who may or may not be a member of the

Jurisdictional Committee but only the five principal members of the Jurisdictional Committee shall be entitled to vote.

C9.3 Any of the parties affected by the dispute may submit to the Jurisdictional Committee any evidence desired to substantiate its claim to the work in dispute and the Jurisdictional Committee shall consider all evidence submitted by any of the parties. In arriving at a decision, the Jurisdictional Committee shall be guided, without priority, by the following factors:

- C9.3.1 Decisions of the National Pipeline Industry Joint Policy Committee.
- C9.3.2 Inter-union Jurisdictional Agreements.
- C9.2.3 Skill Requirements.
- C9.3.4 Efficiency and Economy.
- C9.3.5 Industry Practice.

A majority decision of the Jurisdictional Committee shall be final and binding on all parties affected by the dispute.

C9.4 Unless otherwise agreed to by the disputing parties and the Advisory Council, decisions rendered by a Jurisdictional Committee shall be for the particular job on which the dispute arose.

C9.5 Parties in dispute shall have a right to hearing before the Jurisdictional Committee only upon the terms and conditions set out herein. A decision shall be reached as promptly as possible, and not longer than fourteen (14) days after a dispute has been referred to it, unless a longer period has been agreed upon by the interested parties and the Jurisdictional Committee.

C9.6 Each of the respective organizations shall bear the cost of expenses of their representatives on the Jurisdictional Committee and any other parties in attendance at meetings of the Jurisdictional Committee shall bear their own cost of expenses.

#### **ARTICLE C10 GRIEVANCE PROCEDURE**

Any dispute between the Employer and a Local Union relating to the interpretation, application or administration of

this Agreement or any violation thereof shall be resolved without stoppage of work in the following manner:

C10.1 The Job Steward shall attempt to resolve the dispute on the job with the employee and the supervisor.

C10.2 If the dispute is not resolved within forty-eight (4) hours of the occurrence, the aggrieved party shall submit the difference and the remedy sought in writing to the Secretary of the Local Union and the authorized Representative of the Employer within sixty (60) days of occurrence, or in the case of alleged unjust discharge, within ten (10) days of occurrence. Failure to submit the dispute 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.

C10.3 If the dispute is not resolved within five (5) days of receipt of written submission, the matter shall be referred to a Pipeline Industry Grievance Panel.

C10.4 A Pipeline Industry Grievance Panel shall be drawn within ten (10) days 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 employers to serve on the Panel.

C10.5 In no case and at no time shall representatives of the Union or the Employer involved in the grievance be appointed to the Panel.

C10.6 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.

C10.7 Failing settlement under the above steps 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 with fourteen (14) days, however, this time limit may be extended by mutual consent. The decision of the Arbitrator shall be final and binding.

C10.8 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.

C10.9 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 attached our hands and seals to this Agreement concluded at the city of Mississauga, in the Province of Ontario, the 15th day of July, A.D., 2010.

**PIPE LINE CONTRACTORS ASSOCIATION OF CANADA**

\_\_\_\_\_  
N. J. De Koning, Chairman  
Distribution Negotiating Committee

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

**TEAMSTERS CANADA**

\_\_\_\_\_  
R. Finley  
Director of Construction

\_\_\_\_\_  
G. Kitchen  
Regional Representative

**SCHEDULE C1  
TEAMSTERS DISTRIBUTION PIPELINE  
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:

Group	Classifications
1	Lowbeds, bed tandems
2	Semi-Trailers; pole trailers; stringing trucks; tree farmers
3	Track trucks (transportation); winch trucks; A-Frames or hoist equipped trucks (transportation); dump trucks over 8 yards
4	Fuel trucks; warehousemen (where applicable); vacuum trucks or similar equipment
5	Flat beds; supply trucks; buses (where applicable); farm type tractors (transportation, material hauling); forklifts (in warehouse area); dump truck 8 yards and under

<b>British Columbia &amp; Yukon Territory</b>	May 1 2010	May 1 2011	May 1 2012
Group 1	26.55	27.30	28.07
Group 2	26.35	27.10	27.86
Group 3	26.11	26.84	27.60
Group 4	25.98	26.71	27.46
Group 5	25.73	26.46	27.21

Job Steward - Fifty cents (\$0.50) per hour above rate for his classification.

Dynamite Truck - Twenty-five cents (\$0.25) per hour above rate of truck when hauling powder.

**2. EMPLOYER CONTRIBUTIONS**

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 for the following purposes shall be:

<b>British Columbia &amp; YT</b>	May 1 2010	May 1 2011	May 1 2012
Health and Welfare Fund	2.70	2.80	2.90
Training Fund	0.65		
Pension Fund	7.80	7.90	8.00
Teamsters Advancement Fund	0.50		
Cdn Building Trades	0.01		
P.I.P. Fund †	0.29		

\* The Canadian Building trades Fund shall be remitted with the Teamsters Pipeline Service Fund.

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

**3. TEAMSTERS PIPELINE SERVICE FUND**

The Employer shall deduct the following from each employee covered by this Agreement for each hour of work performed and remit it monthly to the Teamsters Pipeline Service Fund:

May 1, 2010      \$0.35 per hour

**4. OVERTIME AND HOLIDAY PAY**

4.1 Hours worked in excess of eight (8) hours per day and forty (40) hours per week shall be paid at the rate of time and one-half the straight time rate. Work performed on Sunday and the specified statutory holidays shall be paid at double the straight time rate.

4.2 Additional holidays recognized in the Construction Industry will be observed on all work covered by this Appendix.

**5. OWNER-OPERATED DUMP TRUCKS**

If an owner-operator is engaged to operate a dual rear axle dump truck, as mutually agreed to by the Local Union and the Employer, then such owner-operator shall obtain a clearance from the Local Union prior to commencement of work and shall be paid not less than ninety-five percent (95%) of the applicable Provincial Government Department of Transportation published hourly rate which shall be an all-inclusive rate.



**SCHEDULE C2  
TEAMSTERS DISTRIBUTION PIPELINE  
AGREEMENT FOR CANADA  
ALBERTA AND NORTHWEST TERRITORIES**

1. WAGE RATES AND CLASSIFICATIONS

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

Group	Classifications
1	Lowbeds, bed tandems
2	Semi-Trailers; pole trailers; stringing trucks; tree farmers
3	Track trucks (transportation); winch trucks; A-Frames or hoist equipped trucks (transportation); dump trucks over 8 yards
4	Fuel trucks; warehousemen (where applicable); vacuum trucks or similar equipment
5	Flat beds; supply trucks; buses (where applicable); farm type tractors (transportation, material hauling); forklifts (in warehouse area); dump truck 8 yards and under

Alberta & NWT	May 1 2010	May 1 2011	May 1 2012
Group 1	24.78	25.44	26.21
Group 2	24.58	25.24	26.00
Group 3	24.34	24.99	25.74
Group 4	24.20	24.85	25.60
Group 5	23.96	24.60	25.35

Job Steward - Fifty cents (\$0.50) per hour above rate for his classification.

Dynamite Truck - Twenty-five cents (\$0.25) per hour above rate of truck when hauling powder.

## 2. EMPLOYER CONTRIBUTIONS

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 for the following purposes shall be:

<b>Alberta &amp; NWT</b>	May 1 2010	May 1 2011	May 1 2012
Health and Welfare Fund	2.20	2.40	2.50
Training Fund	0.40		
Pension Fund	7.00		
Teamsters Advancement Fund	0.10		
Cdn Building Trades	0.01		
P.I.P. Fund †	0.29		

\* The Canadian Building trades Fund shall be remitted with the Teamsters Pipeline Service Fund.

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

## 3. TEAMSTERS PIPELINE SERVICE FUND

The Employer shall deduct the following from each employee covered by this Agreement for each hour of work performed and remit it monthly to the Teamsters Pipeline Service Fund:

May 1, 2010      \$0.35 per hour

## 4. OVERTIME AND HOLIDAY PAY

4.1 Hours worked in excess of forty (40) hours per week and all hours worked on Saturday shall be paid at the rate of time and one-half the straight time rate. Work performed on Sunday and the specified statutory holidays shall be paid at double the straight time rate.

4.2 Additional holidays recognized in the Construction Industry will be observed on all work covered by this Appendix.

## 5. OWNER-OPERATED DUMP TRUCKS

If an owner-operator is engaged to operate a dual rear axle dump truck, as mutually agreed to by the Local Union and the Employer, then such owner-operator shall obtain a clearance from the Local Union prior to commencement of work and shall be paid not less than ninety-five percent (95%) of the applicable Provincial Government Department of Transportation published hourly rate which shall be an all-inclusive rate.

**SCHEDULE C3  
TEAMSTERS DISTRIBUTION PIPELINE  
AGREEMENT FOR CANADA  
SASKATCHEWAN AND MANITOBA**

1. WAGE RATES AND CLASSIFICATIONS

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

Group	Classifications
1	Lowbeds, bed tandems
2	Semi-Trailers; pole trailers; stringing trucks; tree farmers
3	Track trucks (transportation); winch trucks; A-Frames or hoist equipped trucks (transportation); dump trucks over 8 yards
4	Fuel trucks; warehousemen (where applicable); vacuum trucks or similar equipment
5	Flat beds; supply trucks; buses (where applicable); farm type tractors (transportation, material hauling); forklifts (in warehouse area); dump truck 8 yards and under

Saskatchewan & Manitoba	May 1 2010	May 1 2011	May 1 2012
Group 1	24.62	25.38	26.16
Group 2	24.43	25.18	25.95
Group 3	24.18	24.93	25.69
Group 4	24.05	24.79	25.55
Group 5	23.80	24.54	25.29

Job Steward - Fifty cents (\$0.50) per hour above rate for his classification.

Dynamite Truck - Twenty-five cents (\$0.25) per hour above rate of truck when hauling powder.

## 2. EMPLOYER CONTRIBUTIONS

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 for the following purposes shall be:

<b>Saskatchewan &amp; Manitoba</b>	<b>May 1 2010</b>	<b>May 1 2011</b>	<b>May 1 2012</b>
Health and Welfare Fund	2.20	2.30	2.40
Training Fund	0.62		
Pension Fund	7.00		
Teamsters Advancement Fund	0.30		
Cdn Building Trades	0.01		
P.I.P. Fund †	0.29		

\* The Canadian Building trades Fund shall be remitted with the Teamsters Pipeline Service Fund.

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

## 3. TEAMSTERS PIPELINE SERVICE FUND

The Employer shall deduct the following from each employee covered by this Agreement for each hour of work performed and remit it monthly to the Teamsters Pipeline Service Fund:

May 1, 2010      \$0.35 per hour

## 4. OVERTIME AND HOLIDAY PAY

4.1 Hours worked in excess of forty (40) hours per week and all hours worked on Saturday shall be paid at the rate of time and one-half the straight time rate. Work performed on Sunday and the specified statutory holidays shall be paid at double the straight time rate.

4.2 Additional holidays recognized in the Construction Industry will be observed on all work covered by this Appendix.

## 5. OWNER-OPERATED DUMP TRUCKS

If an owner-operator is engaged to operate a dual rear axle dump truck, as mutually agreed to by the Local Union and the Employer, then such owner-operator shall obtain a clearance from the Local Union prior to commencement of work and shall be paid not less than ninety-five percent (95%) of the applicable Provincial Government Department of Transportation published hourly rate which shall be an all-inclusive rate.

**SCHEDULE C4  
TEAMSTERS DISTRIBUTION PIPELINE  
AGREEMENT FOR CANADA  
ONTARIO**

1. WAGE RATES AND CLASSIFICATIONS:  
1.1 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	All other areas of Ontario.

Group	Classifications
1	Lowbeds, bed tandems
2	Semi-trailers; pole trailers; stringing trucks; tree farmers
3	Truck trucks (transportation); winch trucks; A-Frames or hoist equipped trucks (transportation); dump trucks over 8 yards
4	Fuel trucks; warehousemen (where applicable); vacuum trucks or similar equipment
5	Flat beds; supply trucks; buses (where applicable); farm type tractors (transportation, material hauling); forklifts (in warehouse area); dump truck 8 yards and under

Zone 1	May 1 2010	May 1 2011	May 1 2012
Group 1	30.33	31.24	32.15
Group 2	30.15	31.06	31.97
Group 3	29.91	30.82	31.73
Group 4	29.78	30.69	31.60
Group 5	29.52	30.43	31.34

<b>Zone 2</b>	May 1 2010	May 1 2011	May 1 2012
Group 1	31.12	32.17	33.21
Group 2	30.94	31.99	33.03
Group 3	30.70	31.75	32.79
Group 4	30.57	31.62	32.66
Group 5	30.31	31.36	32.40

<b>Zone 3</b>	May 1 2010	May 1 2011	May 1 2012
Group 1	34.11	35.16	36.20
Group 2	33.92	34.97	36.01
Group 3	33.68	34.73	35.77
Group 4	33.55	34.60	35.64
Group 5	33.30	34.35	35.39

<b>Zone 4</b>	May 1 2010	May 1 2011	May 1 2012
Group 1	31.52	32.43	33.34
Group 2	31.34	32.25	33.16
Group 3	31.10	32.01	32.92
Group 4	30.97	31.88	32.79
Group 5	30.72	31.63	32.54

Job Steward - Fifty cents (\$0.50) per hour above the rate for his classification.

Dynamite Truck - Twenty-five cents (\$0.25) per hour above rate of truck when hauling powder.

## 2. EMPLOYER CONTRIBUTIONS

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 for the following purposes shall be:

<b>Ontario - All Zones</b>	May 1 2010	May 1 2011	May 1 2012
Health and Welfare Plan	3.10	3.20	3.30
Pension	6.50		
Training Plan	0.65		
Canadian Building Trades *	0.01		
P.I.P. Fund †	0.29		

\* The Canadian Building Trades Fund will be remitted with the Teamsters Pipeline Service Fund

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

## 3. TEAMSTERS PIPELINE SERVICE FUND

The Employer shall deduct the following from each employee covered by this Agreement for each hour of work performed and remit it monthly to the Teamsters Pipeline Service Fund:

May 1, 2010      \$0.35 per hour

## 4. OVERTIME AND HOLIDAY PAY

4.1 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, Family 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.

5. UNION RECOGNITION

Where, in any area of Ontario, an Employer is bound by the terms of this Agreement, the Employer shall be deemed to have recognized Teamsters Canada as the exclusive bargaining agent for all construction teamsters throughout all geographic areas in the Province of Ontario employed in the pipeline sector of the construction industry.

6. OWNER-OPERATORS

An owner-operator is defined as a person who owns and operates his own truck. An owner-operator shall be cleared by the Local Union prior to commencement of his work.

7. OWNER-OPERATED DUMP TRUCKS

If an owner-operator is engaged to operate a dual rear axle dump truck, as mutually agreed to by the Local Union and the Employer, then such owner-operator shall obtain a clearance from the Local Union prior to commencement of work and shall be paid as follows:

	May 1, 2010	May 1, 2011	May 1, 2012
Tandem axle	68.00	69.00	70.00
Tri-axle	78.00	79.00	80.00

Owner-operator dump trucks will receive a minimum of three (3) hours for any day worked.

The provisions of Articles C6, C7 and C8 of this Appendix are deemed to be included in the hourly rates listed above. The Employer shall contribute for each hour of work performed for each owner-operator to the Training Fund, Canadian Building Trades Fund and the Teamsters Pipeline Service Fund and shall reduce the hourly rate paid to the owner-operator by the amount of these contributions.



**SCHEDULE C5**  
**TEAMSTERS DISTRIBUTION PIPELINE**  
**AGREEMENT FOR CANADA**  
**NEW BRUNSWICK, NEWFOUNDLAND,**  
**NOVA SCOTIA AND PRINCE EDWARD ISLAND**

1. WAGE RATES AND CLASSIFICATIONS

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

Group	Classifications
1	Lowbeds, bed tandems
2	Semi-Trailers; pole trailers; stringing trucks; tree farmers
3	Track trucks (transportation); winch trucks; A-Frames or hoist equipped trucks (transportation); dump trucks over 8 yards
4	Fuel trucks; warehousemen (where applicable); vacuum trucks or similar equipment
5	Flat beds; supply trucks; buses (where applicable); farm type tractors (transportation, material hauling); forklifts (in warehouse area); dump truck 8 yards and under

Atlantic Canada	May 1 2010	May 1 2011	May 1 2012
Group 1	23.96	24.69	25.44
Group 2	23.85	24.58	25.32
Group 3	23.60	24.32	25.06
Group 4	23.46	24.18	24.91
Group 5	23.21	23.92	24.66

Job Steward - Fifty cents (\$0.50) per hour above rate for his classification.

Dynamite Truck - Twenty-five cents (\$0.25) per hour above rate of truck when hauling powder.

## 2. EMPLOYER CONTRIBUTIONS

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 for the following purposes shall be:

<b>Atlantic Canada</b>	May 1 2010	May 1 2011	May 1 2012
Health and Welfare Fund	3.10	3.20	3.30
Training Fund	0.70		
Pension Fund	5.50		
Teamsters Advancement Fund	0.45		
Canadian Building Trades *	0.01		
P.I.P. Fund †	0.29		

\* The Canadian Building trades Fund shall be remitted with the Teamsters Pipeline Service Fund.

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

## 3. TEAMSTERS PIPELINE SERVICE FUND

The Employer shall deduct the following from each employee covered by this Agreement for each hour of work performed and remit it monthly to the Teamsters Pipeline Service Fund:

May 1, 2010      \$0.35 per hour

## 4. OVERTIME AND HOLIDAY PAY

4.1 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.

4.2 Additional holidays recognized in the Construction Industry in each geographical area will be observed on all work covered by this Appendix.

5. OWNER-OPERATED DUMP TRUCKS

If an owner-operator is engaged to operate a dual rear axle dump truck, as mutually agreed to by the Local Union and the Employer, then such owner-operator shall obtain a clearance from the Local Union prior to commencement of work and shall be paid as follows:

	May 1, 2010	May 1, 2011	May 1, 2012
Tandem axle	68.00	69.00	70.00
Tri-axle	78.00	79.00	80.00

Owner-operator dump trucks will receive a minimum of three (3) hours for any day worked.

The provisions of Articles C6, C7 and C8 of this Appendix are deemed to be included in the hourly rates listed above. The Employer shall contribute for each hour of work performed for each owner-operator to the Training Fund, Canadian Building Trades Fund and the Teamsters Pipeline Service Fund and shall reduce the hourly rate paid to the owner-operator by the amount of these contributions.

**SCHEDULE C6**  
**EMPLOYERS BOUND BY THE**  
**TEAMSTERS**  
**PIPELINE AGREEMENTS FOR CANADA**

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

**ALBERTA**

By Registration:

- Aecon Civil & Utilities
- Alberta Mobile Air Compression Services
- Alta North Pipeline Concrete Products
- Antagon Pipelines Company Ltd.
- Banister Majestic Inc.
- Banister Pipeline Construction Company
- Banister Pipelines
- Bechtel Canada Limited
- BFC Industrial - Nicholls Radtke
- BFC Pipelines
- BFC Utilities
- Bolder Concrete Ltd.
- Canadian Subaqueous Pipelines Ltd.
- Carbrook Contracting Ltd.
- Carmax Truck Lines Ltd.
- Carry-Rite Heavy Haulers Inc.
- Cedar Mechanical Co. Ltd.
- Chinook Construction & Engineering Ltd.
- Cliffside Pipelayers Ltd.
- Consamar Inc.
- Consbec Inc.
- Continental Electric Ltd.
- Conweigh Incorporated
- Coolsaet Pipeline Ltd.
- Coreydale Contracting Co.  
(Clipper Construction Limited)
- Cushman Cartage & Float Inc.
- Dig Line Leasing Ltd.
- Dilcon Constructors Ltd.
- Dresser Industries Inc. - Dresser Titan Div.
- Dufresne Piling Co. (1967) Ltd.
- Eveready Industrial Services Limited
- First Machinery Movers

Flint Construction (1980) Ltd.  
Formac Pumping Services Limited  
Geleman Enterprises Ltd.  
Genstar Construction Limited  
Global Air Drilling Services Ltd.  
Gratton Transport Ltd.  
Henuset Bros. Ltd.  
Insta-Con Company Ltd.  
Interpro Contractors Ltd.  
J.L. Cox & Sons, Inc.  
Junior Service & Repair Ltd.  
Kaps Transport Ltd.  
Kevin Hyatt Trucking  
Kleysen Transport Ltd.  
Kordyban Transport (1980) Ltd.  
Lackie Pipestringing Ltd.  
LamSar Mechanical Contractors Ltd.  
Leonard Pipeline Hauling Ltd.  
Long Branch Contractors Ltd.  
Loram International Ltd.  
Lorenzo Environmental Contractors Ltd.  
McCaws Drilling & Blasting Ltd.  
Majestic Contractors Limited  
Mak's Float Service Inc.  
Marine Pipeline Construction of Canada (1993)  
Marine Pipeline Construction of Canada Company  
MHG International Ltd.  
Mi-Pal Holdings Ltd.  
Michetti Pipe Stringing  
Milbar Hydro-Test Ltd.  
M. W. Price and Son  
National Caterers Ltd.  
Noceta Enterprises (1981) Ltd.  
Nor-Can Construction Ltd.  
Nor-Pipe Construction Limited  
North American Construction Ltd.  
Northern Construction Company Ltd.  
O.E. Hamlyn Drillers Limited  
O.J. Pipelines Canada  
O.J. Pipelines Corp.  
Opron Construction Co. Ltd.  
Pan Cana Associated Contractors Ltd.  
Pashco Blasting Ltd.  
Pat McNulty Ltd.  
Pe Ben Industries Company Ltd.  
Pe Ben Pipelines (1979) Ltd.

Pentzien Canada, Inc.  
Permanent Lafarge  
Pipe X Inc.  
Premay Pipeline Hauling Ltd.  
Premier Murphy J/V  
Premier Pipelines Inc.  
H.C. Price of Canada Ltd.  
Riverside Aggregates  
Robert B. Somerville  
ROK Pipeline Inc.  
Ron May Trucking and Excavating Ltd.  
RPA Contracting Ltd.  
S & T Trucking  
Sartori & Son Company Limited  
Seggow Construction & Clearing Ltd.  
Sie-Mac Heavy Haulers Ltd.  
Spie Construction Inc.  
Spillmaster Ltd.  
Square M Construction Limited  
Steen Pipelines  
Stringtest Pipelines Inc.  
Sulcon Pipeline Weights Ltd.  
Summit Pipeline Services Ltd.  
Supernal Welding and Consulting Ltd.  
Torchline Corporation  
Totran Transport Ltd.  
Trendway Transportation Services Inc.  
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.  
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.

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.  
Loram International Ltd.  
Marine Pipeline Construction of Canada Limited  
Pat McNulty Limited  
Northern Construction Company  
Pashco Blasting Ltd.  
Pe Ben Industries Company Ltd.  
Permanent Lafarge  
Procan Industries Ltd.  
RPA Contracting Ltd.  
Totran Transport Ltd.  
V.R. Price Welding & Mechanical Ltd.

By Appointment:

Aecon Civil & Utilities  
Banister Pipeline Construction Company  
Bolder Concrete Ltd.  
Carry-Rite Heavy Haulers Inc.  
Consamar Inc.  
Continental Electric Ltd.  
Conweigh Incorporated  
Coolsaet Pipelines Ltd.  
Coreydale Contracting Co.  
(Clipper Construction Limited)  
Cushman Cartage & Float Inc.  
Delta Catalytic Contractors Ltd.  
Dig Line Leasing Ltd.  
Dufresne Piling Co. (1967) Ltd.  
First Machinery Movers  
Formac Pumping Services Limited  
Global Air Drilling Services Ltd.  
Gratton Transport Ltd.  
Insta-Con Company Ltd.  
J.L. Cox & Son, Inc.  
Kevin Hyatt Trucking  
Kleysen Transport Ltd.  
LamSar Mechanical Contractors Ltd.  
Mak's Float Service Inc.  
Marine Pipeline Construction of Canada  
Michetti Pipe Stringing

M. W. Price and Son  
National Caterers (1989) Ltd.  
O.E. Hamlyn Drillers Limited  
O.J. Pipelines Canada  
O.J. Pipelines Corp.  
Pashco Blasting Ltd.  
Pe Ben Industries Company Ltd.  
Pentzien Canada, Inc.  
Permanent Lafarge  
Pipe X Inc.  
Premay Pipeline Hauling Ltd.  
Premier Murphy J/V  
Riverside Aggregates  
Robert B. Somerville  
ROK Pipeline Inc.  
RPA Contracting Ltd.  
S & T Trucking  
Sartori & Son Company Limited  
Sie-Mac Heavy Haulers Ltd.  
Spie Construction Inc.  
Spillmaster Ltd.  
Steen Pipelines  
Stringtest Pipelines Inc.  
Summit Pipeline Services Ltd.  
Supernal Welding and Consulting Ltd.  
Torchline Corporation  
Trendway Transportation Services Inc.  
T.W. Johnstone Company Limited  
Universal Pipe Line Enterprises Ltd.  
Waschuk Pipe Line Construction Ltd.

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

By Appointment:

Aecon Civil & Utilities  
Banister Pipeline Construction Company  
Bolder Concrete Ltd.  
Carry-Rite Heavy Haulers Inc.  
Consamar Inc.  
Conweigh Incorporated  
Coolsaet Pipelines Ltd.  
Coreydale Contracting Co.  
(Clipper Construction Limited)



Cushman Cartage & Float Inc.  
Dig Line Leasing Ltd.  
Dufresne Piling Co. (1967) Ltd.  
D.W. Sartori Contracting Limited  
First Machinery Movers  
Global Air Drilling Services Ltd.  
Gratton Transport Ltd.  
J.L. Cox & Son, Inc.  
Kevin Hyatt Trucking  
Litz Equipment Ltd.  
Mak's Float Service Inc.  
Marine Pipeline Construction of Canada  
Michetti Pipe Stringing  
M. W. Price and Son  
O.J. Pipelines Canada  
Pashco Blasting Ltd.  
Pe Ben Industries Company Ltd.  
Pentzien Canada, Inc.  
Permanent Lafarge  
Pipe X Inc.  
Premay Pipeline Hauling Ltd.  
Riverside Aggregates  
Robert B. Somerville  
RPA Contracting Ltd.  
S & T Trucking  
Spie Construction Inc.  
Spillmaster Ltd.  
Steen Pipelines  
Stringtest Pipelines Inc.  
Summit Pipeline Services Ltd.  
Supernal Welding and Consulting Ltd.  
Torchline Corporation  
Trendway Transportation Services Inc.  
T.W. Johnstone Company Limited  
Universal Pipe Line Enterprises Ltd.  
Waschuk Pipe Line Construction Ltd.

**ONTARIO**

By Accreditation:

Aecon Civil & Utilities  
Alberta Mobile Air Compression Services  
Antagon Pipelines Company Ltd.  
Banister Majestic Inc.  
Banister Pipeline Construction Company  
Banister Pipelines

Bechtel Canada Limited  
Beaver Pipeline Construction Limited  
BFC Industrial - Nicholls Radtke  
BFC Pipelines  
BFC Utilities  
Bolder Concrete Ltd.  
Canadian Subaqueous Pipelines Ltd.  
Cary-Rite Heavy Haulers Inc.  
Catre Pipeline  
C.S.I. Hydrostatic Testers  
Cliffside Utility Contractors  
Consamar Inc.  
Consbec Inc.  
Continental Electric Ltd.  
Conweigh Incorporated  
Coolsaet Pipelines Ltd.  
Coreydale Contracting Co.  
(Clipper Construction Limited)  
Cushman Cartage & Float Inc.  
Custom Concrete (Northern)  
Div. of The Sarjeant Company Limited  
Dig Line Leasing Ltd.  
Dillingham Construction Ltd.  
Don Anderson Haulage  
Dufresne Piling Co. (1967) Ltd.  
First Machinery Movers  
Formac Pumping Services Limited  
General Pipeline Contractors Limited  
Global Air Drilling Services Ltd.  
Gratton Transport Ltd.  
H.B. Contracting Ltd.  
H.C. Price of Canada Ltd.  
Huron Pipelines Limited  
ICI Explosives Canada  
Insta-Con Company Ltd.  
Inter-Provincial Construction Limited  
J.L. Cox & Son, Inc.  
John Vail Pipeline Contractors  
Joyce-Leonard Canada Ltd.  
J.W. Cain Limited  
Kel-Gor Limited  
Kevin Hyatt Trucking  
Kleysen Transport Ltd.  
Kordyban Transport (1980) Ltd.  
Lackie Pipestringing Ltd.  
LamSar Mechanical Contractors Ltd.

L.M. Welter Ltd.  
Loram International Ltd.  
Majestic Contractors Limited  
Mak's Float Service Inc.  
Mannix Co. Ltd.  
Marine Pipeline Construction of Canada  
Matthews Pipeline Limited  
McCaws Drilling & Blasting Ltd.  
McDace Limited  
Michetti Pipe Stringing  
Milbar Hydro-Test Ltd.  
Mortele Cove Lumley Ltd.  
M. W. Price and Son  
National Caterers Ltd.  
Nicholls-Radtke & Associates Limited  
Nor Building Enterprises Ltd.  
Nor-Pipe Construction Limited  
Northern Construction Company Ltd.  
O.E. Hamlyn Drillers Limited  
O.J. Pipelines Canada  
O.J. Pipelines Corp.  
Pancana Associated Contractors Ltd.  
Pashco Blasting Ltd.  
Pat McNulty Ltd.  
Pe Ben Industries Company Ltd.  
Pe Ben Pipelines (1979) Ltd.  
Pentzien Canada, Inc.  
Permanent Lafarge  
Phil's Haulage & Excavating  
Pipe X Inc.  
Premay Pipeline Hauling Ltd.  
Premier Murphy - A Joint Venture  
Premier Pipelines Limited  
Randon Crane & Leasing Ltd.  
Riverside Aggregates  
R. L. Coolsaet of Canada Ltd.  
Robert B. Somerville  
Robert Christoph  
Robert J. Fierheller  
Robert Jarrell Enterprises Ltd.  
ROK Pipeline Inc.  
Roger H. Woods Ltd.  
RPA Contracting Ltd.  
S & T Trucking  
Sartori & Son Company Limited  
Sie-Mac Heavy Haulers Ltd.

Sombra Welding Limited  
Spie Construction Inc.  
Spillmaster Ltd.  
Steen Pipelines  
Stringtest Pipelines Inc.  
Summit Pipeline Services Ltd.  
Superior Pipeline Contractors Ltd.  
Supernal Welding and Consulting Ltd.  
Torchline Corporation  
Trendway Transportation Services Inc.  
True Test Pipeline Services  
T.W. Johnstone Company Limited  
Universal Pipe Line Enterprises Ltd.  
Waschuk Pipe Line Construction Ltd.  
Waynco Ltd.  
Wiley Oilfield Hauling Ltd.  
Williams Pressure Service Ltd.  
York Excavating (939971 Ontario Ltd.)

**SASKATCHEWAN**

By Accreditation:

Aecon Civil & Utilities  
Banister Majestic Inc.  
Banister Pipeline Construction Company  
BFC Pipelines  
BFC Utilities  
Bolder Concrete Ltd.  
Carry-Rite Heavy Haulers Inc.  
Cliffside Utility Contractors  
Consamar Inc.  
Continental Electric Ltd.  
Conweigh Incorporated  
Coolsaet Pipeline Ltd.  
Dig Line Leasing Ltd.  
D.W. Sartori Contracting Limited  
Global Air Drilling Services Ltd.  
Kevin Hyatt Trucking  
Marine Pipeline Construction of Canada  
Michetti Pipe Stringing  
M. W. Price and Son  
National Caterers (1989) Ltd.  
O.J. Pipelines Canada  
O.J. Pipelines Corp.  
Pashco Blasting Ltd.  
Pe Ben Industries Company Ltd.

Pentzien Canada, Inc.  
Permanent Lafarge  
Pipe X Inc.  
Premay Pipeline Hauling Ltd.  
Riverside Aggregates  
ROK Pipeline Inc.  
RPA Contracting Ltd.  
S & T Trucking  
Robert B. Somerville  
Spie Construction Inc.  
Spillmaster Ltd.  
Steen Pipelines  
Stringtest Pipelines Inc.  
Summit Pipeline Services Ltd.  
Supernal Welding and Consulting Ltd.  
Torchline Corporation  
T.W. Johnstone Company Limited  
Waschuk Pipe Line Construction Ltd.

**SCHEDULE C7**

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

**JAMES HOFFA, General President**

25 Louisiana Ave. N.W., Washington, D.C. 20001  
(202) 624-6800

**TEAMSTERS CANADA**

**ROBERT BOUVIER, President**

Teamsters Canada  
804, 2540 Daniel Johnson, Laval, QC H7T 2S3  
(450) 682-5521 Fax: (450) 682-0134

**ROY A. FINLEY, Director of Construction**

1200a - 58 Avenue S.E., Calgary, AB T2H 2C9  
(403) 259-4608 Fax: (403) 255-9616

**TOM FRASER, International Vice President**

1890 Meyerside Drive, Mississauga, ON L5T 1B4  
(905) 670-4190 Fax: (905) 670-4957

**DON MCGILL, International Vice President**

490 East Broadway, Vancouver, BC V5T 1X3  
(604) 876-5213 Fax: (604) 873-0396

**TEAMSTERS CANADA  
REGIONAL REPRESENTATIVES**

**GARY KITCHEN, Representative (Ontario)**

6566 Hawthorne Cres., Windsor, ON N8T 1J9  
(519) 944-9880 Fax: (519) 944-5735

**ROY A. FINLEY, Representative (Prairies)**

1200A - 58 Avenue S.E., Calgary, AB T2H 2C9  
(403) 259-4608 Fax: (403) 255-9616

**DON MCGILL, Representative (British Columbia)**

490 East Broadway, Vancouver, BC V5T 1X3  
(604) 876-5213 Fax: (604) 873-0396

**TEAMSTERS CANADA  
LOCAL UNIONS**

**Newfoundland & Labrador, New Brunswick, Nova  
Scotia, Prince Edward Island**

Local Union No. 855  
DAVID PEARCE, President  
P.O. Box 1472, Station C, St. John's, NL A1C 5N8  
(709) 579-5706 Fax: (709) 722-7738

**Quebec**

Local Union No. 931  
GERRY BOUTIN, President  
#200-12100 r. Urgel-Charbonneau, Montreal, QC H4P 1G5  
(514) 645-2500 Fax: (514) 645-1915

**Ontario**

Local Union No. 91  
BRIAN MacDONALD, President  
1300 Ages Drive, Ottawa, ON K1G 5T4  
(613) 247-9191 Fax: (613) 247-0391

Local Union No. 230  
RANDY DONER, President  
20 Mid-Dominion Acres #2, Toronto, ON M1S 4A5  
(416) 412-7270 Fax: (416) 412-7274

Local Union No. 879  
JOE McLEAN, President  
460 Parkdale Ave. N., Hamilton, ON L8H 5Y2  
(905) 547-3231 Fax: (905) 545-4633

Local Union No. 880  
FRANK BIEKX, President  
6566 Hawthorne Cres., Windsor, ON N8T 1J9  
(519) 944-9880 Fax: (519) 944-5735

Local Union No. 938  
LARRY McDONALD, President  
275 Matheson Blvd. East, Mississauga, ON L4Z 1X8  
(905) 502-0062 Fax: (905) 502-0076

**Manitoba**

Local Union No. 979  
RICK ASHDOWN, Secretary-Treasurer  
B1, 1680 Dublin Ave., Winnipeg, MB R3H 1A8  
(204) 694-9798 Fax: (204) 633-2554

**Saskatchewan**

Local Union No. 395  
VICTOR KLASSEN, Secretary-Treasurer  
#235, 1055 Park St., Regina, SK S4N 5H4  
(306) 569-9259 Fax: (306) 352-5499

**Alberta**

Local Union No. 362  
RICK EICHEL, Secretary-Treasurer  
1200A - 58 Avenue S.E., Calgary, AB T2H 2C9  
(403) 259-4608 Fax: (403) 255-9616

DAVE BENNETT, Representative  
15035 - 121A Avenue, Edmonton, AB T5V 1N1  
(780) 455-2255 Fax: (780) 455-6976

**British Columbia & Yukon Territory**

Local Union No. 213  
DON MCGILL, Secretary-Treasurer  
490 East Broadway, Vancouver, BC V5T 1X3  
(604) 876-5213 Fax: (604) 873-0396

MIKE CROY, Representative  
2700 Queensway St., Prince George, BC V2L 1N2  
(250) 563-6564 Fax: (250) 563-2379