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No. OF EMPLOYEES	200		
NOMBRE D'EMPLOYÉS	df		

**1994 - 1996  
TEAMSTERS  
DISTRIBUTION  
PIPELINE AGREEMENT  
FOR CANADA**

**BETWEEN**

**PIPE LINE CONTRACTORS  
ASSOCIATION OF CANADA**

**AND**

**INTERNATIONAL  
BROTHERHOOD OF  
TEAMSTERS**

**SEP 29 1995**

02715(07)



## **TEAMSTERS DISTRIBUTION PIPELINE AGREEMENT FOR CANADA**

AGREEMENT made this first day of May, A.D., 1994.

### **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:**

INTERNATIONAL BROTHERHOOD OF TEAMSTERS (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 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 I 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 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 and illustrated in the accompanying ~~charts~~. By mutual agreement this contract may be extended to cover other territory.

**A. DISTRIBUTION PIPELINES** shall include:

1. All pipelines for distribution of gas, oil, and/or products and water which are downstream from the first metering station or connection or the town border station and up to the industrial, commercial, or institutional meter.
2. All service lines including portions of such pipelines within private property boundaries up to and including the domestic meter, and the first joint or connection through the wall.
3. Distribution piping could be manufactured from iron, steel, aluminum, copper, brass, plastic or any other material which might be substituted for the aforementioned.
4. Pipelines constructed as underground cable conduits downstream from town border stations to industrial, commercial, institutional, and residential meters.
5. 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.
6. All pipelines 6" diameter and under.

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

1. Mainline pipelines as **defined** in and covered by the Teamsters Mainline Pipeline Agreement for Canada.
2. Such pipeline installation repair, maintenance, replacement or reconditioning, more particularly and usually defined as Industrial, Commercial, Institutional or Building Construction, as may not be combined with or comprising an integral part of pipeline construction.

- C. The Employer recognizes that the **work excluded in E** above is covered by other agreements and agrees to be bound by the applicable Union agreement on any such work.
- D. DEFINITIONS of terms contained in and for purposes of this Agreement shall include:
1. "First metering station or connection" means that point which divides mainline transmission lines or higher pressure lateral and branch lines from lower pressure distribution systems. If a metering station or connection is located on a mainline transmission line, then the mainline pipeline construction includes the construction of all pipelines up to the point at which lower pressure distribution systems take **off** from higher pressure lateral and branch lines. This definition shall be interpreted as being subject to the definition of distribution work as contained herein.
  2. "Town border station" means that point at which deliveries to the distribution systems **begin** and **are** transformed, metered, or measured.
- E. All reference in this Agreement to the masculine gender shall apply also to the feminine gender.

## **ARTICLE II SCOPE OF WORK**

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

**C.** 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 I 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.

**D.** 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.

**E.** Where material and equipment is supplied by hauling to the site for any work defined in Article I 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.

**F.** 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.

**G.** 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.

**H.** 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 I shall be performed under and in accordance with the terms and conditions of this Agreement.

I. 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 VII, 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 Article XIII E. Any hourly wage ~~rate~~ established shall become effective on the date upon which notice is given to commence negotiations.

J. 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.

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

L. 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.

M. 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 provisions shall be superseded by such laws or regulations. Unless prohibited from doing so by such laws or regulations, or by a ruling of any Court or Board of competent jurisdiction which has declared any provision of this Agreement invalid or inoperable, the Association and the Union, within fifteen **(15)** days notice of either upon the other, shall commence negotiations, the sole and restricted purpose of which shall be to provide adequate legal replacement of such provision. In the event that such negotiations do not result in agreement upon a legal replacement for such provision within seven (7) days of

commencement of negotiations, or such longer period ~~as~~ may be mutually agreed between ~~the~~ parties, the matter shall be resolved in accordance with Article XIII E.

### **ARTICLE III**

#### **UNION RECOGNITION AND UNION SECURITY**

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

**B.** ~~The~~ Employer shall have the right to discharge men for just cause. The Employer 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-hue.

**C.** As a condition of employment ~~the~~ Employer shall deduct normal monthly dues and approved working dues ~~from~~ each employee which shall be remitted, together with a list of those employees from whom deductions have been made, by the Employer each month to the Local Union.

**D.** All employees covered by this Agreement, as a condition of continued employment, shall, commencing on the eighth (8th) 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.

**E.** ~~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.

**F.** Upon presentation of proper authorization forms executed by the individual employees, the Employer shall deduct from the wages of such individual employees Union initiation fees, dues and assessments and shall, once each month, pay over to the representative designated by the Union the amount so deducted by the fifteenth (15th) of the following month.

**G.** The Union shall select one of its Members who shall be recognized ~~as~~ Job Steward. If the Steward selected by the Union is



**objected** to 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 working hours to perform the work of the Union but shall not abuse that privilege. There shall be no non-working Steward of Stewards.

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

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

#### **ARTICLE IV JOB NOTIFICATION AND ENFORCEMENT**

**A.** The Employer shall forward a job notification to the appropriate International Union Representative designated by the Union for the area involved and a copy to the ~~Local~~ Union which appears to have jurisdiction, immediately upon his knowledge of all work to be done by the Employer and/or sub-contractors under the terms and conditions of this Agreement. The job notification form to be used is attached to this Agreement as Addendum A.

**B.** The Employer and the Union shall hold a Pre-job Conference before the start of the job, and the Local Union's representative at such conference shall be authorized by the Union to represent the Union for the entire area covered by the job. 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 nor ~~any~~ interpretation of any of its clauses; it being agreed that any interpretation of this Agreement shall be made between the prime parties hereto so that proper application thereof may be made on the job.

**C.** On work of insufficient volume to warrant a Pre-job Conference, those matters outlined in the Pre-job Conference Report may, by mutual agreement, be communicated between the

Employer and the Local Union and the International Union Representative prior to the commencement of work.

**D.** The Union will send a copy of this Agreement to each of its Local Unions having pipeline jurisdiction and the terms of this Agreement **and** none other shall be recognized by each Local Union and each signatory Employer.

## **ARTICLE V HIRING PROCEDURE**

**A.** 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.

**B.** 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.

## **ARTICLE VI WORKING RULES**

**A.** 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.

**B.** 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.

**C.** 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.

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

**E.** **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.

**F.** 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.

**G.** The regular pay day shall be not later than Thursday of each week, unless the Employer agrees to allow employees to draw on money earned; under such conditions, pay day may be once every two weeks. In the event of an unscheduled lay-off or discharge, employees cheques for **all** earnings due them at the time of lay-off or discharge must be delivered as soon as possible, but no later than two **(2)** of the Employers scheduled working days following such termination.

**H.** 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.

I. 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.

J. 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.

K. After due warning any refusal by an employee to abide by an applicable regulation of a governmental body having jurisdiction, shall be cause for discharge.

L. 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.

M. The Job Steward shall represent the Union ~~as~~ a member of any Job Safety Committee and he, or another Committee member representing the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United states and Canada, the International Union of Operating Engineers, or the ~~Laborers International Union of North~~ America, depending upon the nature of the inspection, shall be made freely available by the Employer to accompany any authorized Worker's Compensation Board representative on project inspection.

N. A Job Safety Committee meeting shall be held within two (2) 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.

O. 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. In the event that any 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.

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

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

**R.** The Employer shall provide gloves to all Fuel Truck Drivers.

## **ARTICLE VII WAGE RATES AND CLASSIFICATIONS**

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

## **ARTICLE VIII EMPLOYER CONTRIBUTIONS**

**A.** Rates at which the Employer shall contribute for each hour of work paid for with respect to each employee employed under the terms of this Agreement **are** contained in the Appendices attached to and forming part of this Agreement.

**B.** Contributions shall be recorded on a standard remittance form provided by the Union and remitted to the designated representative of the Local Union having area jurisdiction over the work being performed on or before the fifteenth (15th) day of the month following the month for which contributions are to be made.

**C.** 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.

D. 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 security, surety and/or penalty to the extent that such may be necessary for the protection of the beneficiaries of such Trust Funds.

E. Any and all agreements, plans or rules established by the regulating body of the respective Funds shall be deemed to be part of and expressly incorporated herein and the Employer and the Union shall be bound by the terms and provisions thereof.

F. The 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.

G. 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.

## **ARTICLE IX OVERTIME AND HOLIDAY PAY**

A. The work week shall begin Monday and shall end Sunday. Hours of work for the purposes of computing overtime ~~are~~ specified in the Appendices attached to and forming part of this Agreement. All hours worked on Sunday shall be paid 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, Christmas Day and Boxing Day and any such day proclaimed a general holiday by the Federal or Provincial Governments shall be paid for at double the straight time hourly

rate, provided that where one of the holidays above mentioned falls during the work week, the weekly straight time hours shall be reduced by the daily straight time hours of the holiday for the purpose of computing overtime that week.

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

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

## **ARTICLE X WAREHOUSE AND TRAVEL**

**A.** The Employer shall select a warehouse and/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 to the work site and return. Such transportation shall be operated in compliance with the appropriate governmental occupational health and safety regulations.

**B.** 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 of \$67.50 per working day.

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

C. In the event the Employer established additional temporary bases of operations, an employee shall receive a travel allowance of **thirty-two cents** (\$0.32) per kilometer for each working day over the shortest route for all kilometers travelled in excess of forty (40) kilometers daily each way up to a maximum of the daily subsistence allowance defined in the previous paragraph for the distance travelled between the Local Union dispatch office and the job, or his permanent residence and the job.

D. The time of men shall start when the men leave the warehouse for the jobsite and shall end at quitting time on the jobsite; however, the lunch **period** shall be excluded. Should the trip to the warehouse at the end of the shift exceed one (1) hour the Employer shall pay the equivalent of one-half (1/2) hour at the applicable rate for that day for each **thirty** (30) minutes or portion thereof travelled in excess of one-half (1/2) hour. Employees who are required to drive equipment to and from the jobsite shall be paid for all time spent performing such duties. On any day that a helicopter is used by the Employer to transport employees to and from their place of work on the jobsite, or from the warehouse of the Employer, each employee so transported shall receive one (1) hours pay at straight time rate for that day. This hour is in addition to his regular pay for that day. The Employer shall ensure that each employee required to travel by helicopter will be covered by a minimum of \$100,000 accidental death insurance.

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

1. After fifteen (**15**) scheduled working days on the job, or at job completion, whichever first occurs, thirty cents (\$0.30) per highway kilometer via the shortest route from the city where he was hired to the point of commencement of employment, less the cost of any transportation (not to exceed the cost of a



commercial~~airline~~ ticket) provided by the Employer. Waiting time days shall be included in computing the fifteen (15) days.

2. After twenty-one (21) scheduled working days on the job if he is performing his work satisfactorily and is terminated by the Employer or is terminated through circumstances beyond the control of the Employer or himself, or at job completion, whichever is later, return travel expense at thirty cents (**\$0.30**) per highway kilometer via the shortest route from point of termination of employment to city of hire, less any remaining unrecovered cost of transportation (not to exceed the cost of a commercial airline ticket) provided by the Employer.
3. Travel expense provided for above shall not be applicable when the office or warehouse is moved from one location **to** another on the same job on a continuous line.
4. 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.

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

- A. Reporting time and call back time pay shall be paid as follows:
  1. Three (3) hours pay at the applicable rate for that day to any employee who reports for work at the scheduled starting time and for whom no work is provided.
  2. 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.
  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.
  4. Four (4) hours pay 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.

**B.** Hours paid under the provisions of " A above shall be included in computing the forty **(40)** hour week after which overtime is payable.

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

**D.** Notwithstanding the provisions of " A and "B" above, when any employee ~~refuses~~ to work, or continue to work or work stoppage conditions brought about by a third party or parties prevents or makes ill-advised the performance of any work or the continuance of any work once started, no pay for hours not worked shall be required.

## **ARTICLE XII WORK STOPPAGES, SECONDARY BOYCOTTS, AND JURISDICTIONAL DISPUTES**

**A.** There will be during the term of this Agreement and as to any work covered hereby, no slowdown, 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.

**B.** 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.

**C.** 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.

**D.** 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:

1. Decisions of the National Pipeline Industry Joint Policy Committee.
2. Inter-union Jurisdictional Agreements.
3. Skill Requirements.
4. Efficiency and Economy.
5. Industry Practice.

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

**E.** 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~~.

**F.** 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.

**G.** 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 XIII 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:

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

B. If the dispute 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 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.

C. 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.

D. 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.

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

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.

E. 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.

F. 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.

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

#### **ARTICLE XIV CANADIAN PIPELINE ADVISORY COUNCIL**

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

#### **ARTICLE XV LIABILITY**



A. The ~~Pipe~~ Line Contractors Association of Canada is acting merely **as** 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.

B. 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 XVI EFFECTIVE DATE, TERMINATION, AND RENEWAL

A. ~~This~~ Agreement shall become effective on the ~~first~~ day of May, A.D., ~~1994~~ and shall continue in ~~U~~ ~~fe~~ ~~until the~~ termination date, April 30, 1996 and thereafter ~~from~~ year to year unless terminated upon written notice of either Party within one hundred twenty (120) days prior to any anniversary of the terminal date.

B. 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.

C. If notice to negotiate has been given by either Party, this Agreement shall remain in force and effect during any period of negotiations.

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 on the 3rd day of May, A.D., 1994.

**PIPE LINE CONTRACTORS ASSOCIATION OF CANADA**

---

R. A. Hudson, Chairman  
Distribution Negotiating Committee

---

B. L. Brown  
Executive Director

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS:**

---

L. LaCroix  
International Director  
Teamsters Canada

---

M. J. Elliot  
Director of Construction  
Teamsters Canada

—

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

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

**ALBERTA**

By Registration:

Alberta Mobile **Air** Compression Services  
Alta North Pipeline Concrete Products  
Antagon Pipelines Company Ltd.  
Banister Pipelines  
Bechtel Canada Limited  
Bolder Concrete Ltd.  
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.  
Coreydale Contracting Co.  
(Clipper Construction Limited)  
J.L. Cox & Sons, Inc.  
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.  
 O.E. Hamlyn Drillers Limited  
 Henuset Bros. Ltd.  
 Insta-Con Company Ltd.  
 Interpro Contractors Ltd.  
 T.W. Johnstone Company Limited  
 Junior Service & Repair Ltd.  
 Kaps Transport Ltd.  
 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.  
 Lorencio Environmental Contractors Ltd.  
 McCaws Drilling & Blasting Ltd.  
 Majestic Contractors Limited  
 Mak's Float Service Inc.  
 Marine Pipeline Construction of Canada (1993)  
 MHG International Ltd.  
 Mi-Pal Holdings Ltd.  
 Michetti Pipe Stringing  
 Milbar Hydro-Test Ltd.  
 National Caterers Ltd.  
 Noceta Enterprises (1981) Ltd.  
 Nor-Can Construction Ltd.  
 Nor-Pipe Construction Limited  
 North American Construction Ltd.  
 Northern Construction Company Ltd.  
 O.J. Pipelines Inc.  
 Opron Construction Co. Ltd.  
 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 Concrete  
 Premay Pipeline Hauling Ltd.  
 H.C. Price of Canada 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.  
 Robert B. Somerville Co. Limited  
 Spie Construction Inc.  
 Spillmaster Ltd.  
 Square M Construction Limited  
 Stringtest Pipelines Inc.  
 Sulcon Pipeline Weights Ltd.  
 Supernal Welding and Consulting Ltd.  
 Totran Transport Ltd.  
 Trendway Transportation Services Inc.  
 True Test Pipeline Services  
 Universal Pipe Line Enterprises Ltd.  
 Waschuk Pipeline Construction Ltd.  
 Western Reclamation Services  
 Whip-Line Crane Services Ltd.  
 Wonderly and Kershaw Petrochemical Services Ltd.

## BRITISH COLUMBIA

### By Accreditation:

Alberta Mobile Air Compression Services  
 Banister Pipelines Ltd.  
 Bartsch Pipe Welding Limited  
 Bolder Concrete Ltd.  
 Canadian Bechtel Limited  
 Canadian Subaqueous Pipelines Ltd.  
 Caird Mechanical Contractors Ltd.  
 Chinook Construction & Engineering Ltd.  
 Dillingham Pipeline Construction Ltd.  
 Dresser Titan Div. of Dresser Industries  
 English & Lepage Ltd.  
 Ideal Welders Ltd.  
 Interpro Contractors Ltd.  
 C. Victor Koran Ltd.  
 Leonard Pipeline Contractors Ltd.  
 Loram International Ltd.  
 Majestic Wiley Contractors Limited  
 Marine Pipeline Construction of Canada Limited

Pat McNulty Limited  
Northern Construction Company  
Pashco Blasting Ltd.  
Pe Ben Industries Company Ltd.  
Permanent Concrete  
H.C. Price of Canada Ltd.  
V.R. Price Welding & Mechanical Ltd.  
Procan Industries Ltd.  
RPA Contracting Ltd.  
Totran Transport Ltd.

By Appointment:

Banister Pipelines  
Bolder Concrete Ltd.  
Cliffside Utility Contractors  
Consamar Inc.  
Continental Electric Ltd.  
Conweigh Incorporated  
R.L. Coolsaet of Canada Ltd.  
Coreydale Contracting Co.  
(Clipper Construction Limited)  
J.L. Cox & Son, Inc.  
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.  
O.E. Hamlyn Drillers Limited  
Insta-Con Company Ltd.  
T.W. Johnstone Company Limited  
Kleysen Transport Ltd.  
Kordyban Transport (1980) Ltd.  
LamSar Mechanical Contractors Ltd.  
Majestic Contractors Limited  
Mak's Float Service Inc.  
Marine Pipeline Construction of Canada (1993)  
Michetti Pipe Stringing  
National Caterers Ltd.  
O.J. Pipelines  
Pashco Blasting Ltd.

Pe Ben Industries Company Ltd.  
 Pentzien Canada, Inc.  
 Permanent Lafarge  
 Premay Pipeline Hauling Ltd.  
 ROK Pipeline Inc.  
 RPA Contracting Ltd.  
 Sartori & Son Company Limited  
 Sie-Mac Heavy Haulers Ltd.  
 Robert B. Somerville Co. Limited  
 Spie Construction Inc.  
 Spillmaster Ltd.  
 Stringtest Pipelines Inc.  
 Supernal Welding and Consulting Ltd.  
 Trendway Transportation Services Inc.  
 Universal Pipe Line Enterprises Ltd.

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

By Appointment:

Banister Pipelines  
 Bolder Concrete Ltd.  
 Cliffside Utility Contractors Ltd.  
 Consamar Inc.  
 Continental Electric Ltd.  
 Conweigh Incorporated  
 R.L. Coolsaet of Canada Ltd.  
 Coreydale Contracting Co. (Clipper Construction Limited)  
 J.L. Cox & Son, Inc.  
 Cushman Cartage & Float Inc.  
 Dig Line Leasing Ltd.  
 Dillingham Construction Ltd.  
 Dufresne Piling Co. (1967) Ltd.  
 First Machinery Movers  
 Formac Pumping Services Limited  
 Global Air Drilling Services Ltd.  
 Gratton Transport Ltd.  
 O.E. Hamlyn Drillers Limited  
 Insta-Con Company Ltd.  
 T.W. Johnstone Company Limited  
 Kordyban Transport (1980) Ltd.  
 Lackie Pipestringing Ltd.  
 LamSar Mechanical Contractors Ltd.

Litz Equipment Ltd.  
 Majestic Contractors Limited  
 Mak's Float Service Inc.  
 Marine Pipeline Construction of Canada (1993)  
 Michetti Pipe Stringing  
 National Caterers Ltd.  
 Nor-Pipe Construction Limited  
 O.J. Pipelines Inc.  
 Pashco Blasting Ltd.  
 Pe Ben Industries Company Ltd.  
 Pe Ben Pipelines (1979) Ltd.  
 Pentzien Canada, Inc.  
 Permanent Concrete  
 Premay Pipeline Hauling Ltd.  
 ROK Pipeline Inc.  
 RPA Contracting Ltd.  
 Sartori & Son Company Limited  
 Sie-Mac Heavy Haulers Ltd.  
 Robert B. Somerville Co. Limited  
 Spie Construction Inc.  
 Spillmaster Ltd.  
 Stringtest Pipelines Inc.  
 Supernal Welding and Consulting Ltd.  
 Trendway Transportation Services Inc.  
 True Test Pipeline Services  
 Universal Pipe Line Enterprises Ltd.

## ONTARIO

### By Accreditation:

Alberta Mobile Air Compression Services  
 Antagon Pipelines Company Ltd.  
 Banister Pipelines  
 Bechtel Canada Limited  
 Beaver Pipeline Construction Limited  
 Bolder Concrete Ltd.  
 J.W. Cain Limited  
 Canadian Subaqueous Pipelines Ltd.  
 Catre Pipeline  
 Robert Christoph  
 C.S.I. Hydrostatic Testers  
 Cliffside Utility Contractors  
 Consamar Inc.  
 Consbec Inc.

Continental Electric Ltd.  
**Conweigh** Incorporated  
 R.L. Coolsaet of Canada Ltd.  
 Coreydale Contracting Co.  
 (Clipper Construction Limited)  
 J.L. Cox & Son, Inc.  
 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.  
 Robert J. Fierheller  
 First Machinery Movers  
 Formac Pumping Services Limited  
 General Pipeline Contractors Limited  
 Global Air Drilling Services Ltd.  
 Gratton Transport Ltd.  
 H.B. Contracting Ltd.  
 O.E. Hamlyn Drillers Limited  
 Huron Pipelines Limited  
 Insta-Con Company Ltd.  
 Inter-Provincial Construction Limited  
 T.W. Johnstone Company Limited  
 Joyce-Leonard Canada Ltd.  
 Kel-Gor Limited  
 Kleysen Transport Ltd.  
 Kordyban Transport **(1980)** Ltd.  
 Lackie Pipestringing Ltd.  
 LamSar Mechanical Contractors Ltd.  
 Loram International Ltd.  
 McCaws Drilling & Blasting Ltd.  
 Majestic Contractors Limited  
 Mak's Float Service Inc.  
 Mannix Co. Ltd.  
 Marine Pipeline Construction of Canada **(1993)**  
 Matthews Pipeline Limited  
 McDace Limited  
 Michetti Pipe Stringing  
 Milbar Hydro-Test Ltd.  
 Morteale Cove Lumley Ltd.  
 National Caterers Ltd.

Nicholls-Radtke & Associates Limited  
 Nor Building Enterprises Ltd.  
 Nor-Pipe Construction Limited  
 Northern Construction Company Ltd.  
 O.J. Pipelines  
 Pancana Associated Contractors Ltd.  
 Pashco Blasting Ltd.  
~~Pet~~ McNulty Ltd.  
 Pe Ben Industries Company Ltd.  
 Pe Ben Pipelines (1979) Ltd.  
 Pentzien Canada, Inc.  
 Permanent Lafarge  
 Phil's Haulage & Excavating  
 Premay Pipeline Hauling Ltd.  
 Premier Murphy - A Joint Venture  
 Premier Pipelines Limited  
 H.C. Price of Canada Ltd.  
 Randon Crane & Leasing Ltd.  
 Robert Jarrell Enterprises Ltd.  
 ROK Pipeline Inc.  
 RPA Contracting Ltd.  
 Sartori & Son Company Limited  
 Sie-Mac Heavy Haulers Ltd.  
 Sombra Welding Limited  
 Robert B. Somerville Co. Limited  
 Spie Construction Inc.  
 Spillmaster Ltd.  
 Stringtest Pipelines Inc.  
 Superior Pipeline Contractors Ltd.  
 Supernal Welding and Consulting Ltd.  
 Trendway Transportation Services Inc.  
 True Test Pipeline Services  
 Universal Pipe Line Enterprises Ltd.  
 John Vail Pipeline Contractors  
 Waynco Ltd.  
 L.M. Welter Ltd.  
 Wiley Oilfield Hauling Ltd.  
 Williams Pressure Service Ltd.  
 Roger H. Woods Ltd.  
 York Excavating (939971 Ontario Ltd.)

## SASKATCHEWAN

By Accreditation:

Banister Pipelines  
Bolder Concrete Ltd.  
Cliffside Utility Contractors  
Consamar Inc.  
Continental Electric Ltd.  
Conweigh Incorporated  
R.L. Coolsaet of Canada Ltd.  
Dig Line Leasing Ltd.  
Global Air Drilling Services Ltd.  
O.E. Hamlyn Drillers Limited  
T.W. Johnstone Company Limited  
LamSar Mechanical Contractors Ltd.  
Majestic Contractors Limited  
Marine Pipeline Construction of Canada (1993)  
Michetti Pipe Stringing  
National Caterers Ltd.  
O.J. Pipelines  
Pashco Blasting Ltd.  
Pe Ben Industries Company Ltd.  
Pentzien Canada, Inc.  
Permanent Lafarge  
**Premay** Pipeline Hauling Ltd.  
ROK Pipeline Inc.  
RPA Contracting Ltd.  
Sartori & Son Company Limited  
Sie-Mac Heavy Haulers Ltd.  
Robert B. Somerville Co. Limited  
Spie Construction Inc.  
Spillmaster Ltd.  
Stringtest Pipelines Inc.  
Supernal Welding and Consulting Ltd.  
Universal Pipe Line Enterprises Ltd.



## **SCHEDULE B**

### **INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

#### **RON CAREY, General President**

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

#### **LOUIS LACROIX, International Director**

Teamsters Canada  
404, 8000 Langelier Blvd., St. Leonard, Quebec H1P 3K2  
(514) 328-8926 Fax: (514) 328-1485

#### **CHARLES THIBAUT, International Vice President**

1194 Matheson Blvd., Mississauga, Ontario L4W 1Y2  
(905) 624-0240

#### **MATTHEW J. ELLIOTT, Director of Construction**

1194 Matheson Blvd., Mississauga, Ontario L4W 1Y2  
(416) 629-4144 Fax: (416) 629-9034

#### **ED HAWRYSH, International Representative**

1680 Dublin Ave., B1, Winnipeg, Manitoba R3H 1A8  
(204) 694-9798 Fax: (204) 633-2554

### **TEAMSTERS CANADA**

#### **WESTERN REGION**

British Columbia, Alberta, Saskatchewan, Manitoba  
Yukon Territory and Northwest Territories

#### **DAVID P. KOZAK**

Assistant to the Canadian Director  
490 E. Broadway, Vancouver, B.C. V5T 1X3  
(604) 872-0151 Fax: (604) 872-4803

### **REGIONAL LOCALS**

#### **Local 213 - British Columbia & Yukon Territory**

ED MacINTOSH, Secretary-Treasurer  
490 East Broadway, Vancouver, B.C. V5T 1X3  
(604) 872-0151 Fax: (604) 872-8604

**Local 362 • Alberta****ROY FINLEY, Secretary-Treasurer**

1200A - 58 Avenue S.E., Calgary, Alberta T2H 2C9

(403) 259-4608

Fax: (403) 255-9616

**Local 395 • Saskatchewan****RAY GERGELY, Secretary-Treasurer**

1350 Osler St., Regina, Sask. S4R 1W7

(306) 569-9259

Fax: (306) 352-5499

**Local 979 • Winnipeg****RICK ASHDOWN, Secretary-Treasurer**

1680 Dublin Ave., B1, Winnipeg, Manitoba R3H 1A8

(204) 694-9798

Fax: (204) 633-2554

**EASTERN REGION**

Ontario, Quebec, New Brunswick,

Nova Scotia, Prince Edward Island, Newfoundland

**CHARLES THIBAUT**

Assistant to the Canadian Director

1194 Matheson Blvd., Mississauga, Ont. L4W 1Y2

(416) 624-0240

Fax: (416) 624-3646

**REGIONAL LOCALS****Local 91 • Ottawa****ANDRE PAPINEAU, President**

220 - 1725 St. Laurent Blvd., Ottawa, Ontario K1G 3V4

(613) 247-9191

Fax: (613) 247-0391

**Local 141 • London****RAY A. ELLIOTT, President**

426 Third Street, London, Ontario N5W 4W6

(519) 455-5180

Fax: (519) 455-4668

**Local 230 • Toronto****B. LOUGHLIN, Secretary-Treasurer**

55 Nugget Avenue, Suite 214, Scarborough, Ont. M1S 3L1

(416) 412-7270

Fax: (416) 412-7274

**Local 879 - Hamilton**

JOSEPH P. CONTARDI, President

412 Rennie Street, Hamilton, Ontario L8H 3P5

(416) 547-3231

Fax: (416) 545-4633

**Local 880 - Windsor**

TOM BALDWIN, President

6566 Hawthorne Cres., Windsor, Ontario N8T 1J9

(519) 944-9880

Fax: (519) 944-5735

**Local 990 - Thunder Bay**

JOHN MERKLEY, Secretary-Treasurer

264 Bay Street, Thunder Bay "P", Ontario P7B 1R5

(807) 344-5082

Fax: (807) 345-6090

**Local 903 - Quebec**

YVON FORGET, President

#22 - 5050 de Sorel, Montreal, Quebec H4P 1G5

(514) 735-1682

**Local 927 - Nova Scotia and New Brunswick**

HARVEY EDWARDS, President

3432 Dutch Village Rd., Halifax, N.S. B3N 2R8

(902) 445-5301

Fax: (902) 445-5303

**Local 855 - Newfoundland**

CORNELIUS MORAN, President

P.O. Box 1472, St. John's Nfld. A1C 5N8

(709) 726-9981

Fax: (709) 726-1940

**APPENDIX 1**

**TEAMSTERS DISTRIBUTION PIPELINE  
AGREEMENT FOR CANADA  
ONTARIO**

**A. WAGE RATES AND CLASSIFICATIONS:**

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

**fine:**

- (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.

Zone	May 1 1994	Jan 1 1995	May 1 1995	Jan 1 1996
Lowbeds, bed tandems:				
(1)	\$21.79	\$22.01	\$22.24	\$22.47
(2)	22.43	22.65	22.88	23.11
(3)	24.24	24.46	24.69	24.92
(4)	22.88	23.10	23.33	23.56

Semi-trailers; pole trailers; stringing trucks; tree fanners:

(1)	\$21.62	\$21.84	\$22.07	\$22.30
(2)	22.25	22.47	22.70	22.93
(3)	24.07	24.29	24.52	24.75
(4)	22.71	22.93	23.16	23.39

Track trucks (transportation); winch trucks; A-frames or hoist equipped trucks (transportation); dump trucks over 8 yards:

(1)	\$21.40	\$21.62	\$21.85	\$22.08
(2)	22.04	22.26	22.49	22.72
(3)	23.84	24.06	24.29	24.52
(4)	22.49	22.71	22.94	23.17

May 1	Jan 1	May 1	Jan 1
-------	-------	-------	-------

Zone	1994	1995	1995	1996
Fuel trucks; warehousemen (where applicable); vacuum trucks:				
(1)	\$21.28	\$21.50	\$21.73	\$21.96
(2)	21.92	22.14	22.37	22.60
(3)	23.73	23.95	24.18	24.41
(4)	22.37	22.59	22.82	23.05

Flat beds; supply trucks; buses (where applicable); farm ~~type~~ tractors (transportation, material hauling); forklifts (in warehouse area); dump trucks 8 yards and under:

(1)	\$21.05	\$21.27	\$21.50	\$21.73
(2)	21.70	21.92	22.15	22.38
(3)	23.51	23.73	23.96	24.19
(4)	22.15	22.37	22.60	22.83

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.

## B. 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:

### 1. Health and Welfare Fund:

May 1, 1994	- \$1.65 per hour
Jan. 1, 1995	- \$1.70 per hour
May 1, 1995	- \$1.75 per hour
Jan. 1, 1996	- \$1.80 per hour

### 2. Pension Fund

May 1, 1994	- \$2.00 per hour
Jan. 1, 1995	- \$2.20 per hour
May 1, 1995	- \$2.40 per hour
Jan. 1, 1996	- \$2.60 per hour

### 3. Training Fund:

May 1, 1992	- \$0.10 per hour
Nov. 1, 1992	- \$0.15 per hour

4. Pipeline Industry Promotion Fund:

May 1, 1994 - \$0.11 per hour

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

C. TEAMSTERS PIPELINE SERVICE FUND

The Employer shall deduct from each employee covered by this Agreement ten cents (**50.10**) for each hour of work performed and remit it monthly to the Teamsters Pipeline Service Fund.

D. OVERTIME AND HOLIDAY PAY

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

E. 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 International brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America 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.

F. 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.

#### G. 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:

Tandem axle:

Ninety-five percent (95%) of the Ministry of Transportation of Ontario published hourly rate.

Tri-axle:

\$10.00 per hour premium on tandem axle rate.

If the Ministry of Transportation published hourly rate is cancelled by the Government of Ontario during the term of this Agreement, the rate calculated as 95% of the published rate at the date of cancellation will remain in effect until the expiration of this Agreement.

**APPENDIX 2**

**TEAMSTERS DISTRIBUTION PIPELINE  
AGREEMENT FOR CANADA  
ALBERTA, SASKATCHEWAN, MANITOBA,  
AND NORTHWEST TERRITORIES**

**A. WAGE RATES AND CLASSIFICATIONS**

May 1  
**1994**

Lowbeds, bed tandems **\$18.50**

Semi-Trailers; pole trailers; stringing trucks;  
tree farmers **18.33**

Track trucks (transportation); winch trucks;  
A-Frames or hoist equipped trucks  
(transportation); dump trucks over 8 yards **18.11**

Fuel trucks; warehousemen (where  
applicable); vacuum trucks **17.99**

Flat beds; supply trucks; buses (where  
applicable); farm type tractors (transportation,  
material hauling); forklifts (in warehouse area);  
dump truck 8 yards and under **17.77**

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.

**B. 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:

1. Health and Welfare Fund:

May 1, 1994 - \$1.35 per hour



2. **Training Fund**

Alberta & NWT:

May 1, 1994 - \$0.15 per hour

All other areas:

May 1, 1994 - \$0.37 per hour

3. **Pension Fund**

May 1, 1994 - \$2.30 per hour

4. **Teamsters Advancement Fund**

All areas except Alberta and NWT:

May 1, 1994 - \$0.30 per hour

5. **Pipeline Industry Promotion Fund**

May 1, 1994 - \$0.11 per hour

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

C. **TEAMSTERS PIPELINE SERVICE FUND**

The Employer shall deduct from each employee covered by this Agreement ten cents (**\$0.10**) for each hour of work performed and remit it monthly to the Teamsters Pipeline Service Fund.

D. **OVERTIME AND HOLIDAY PAY**

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

E. **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.

**APPENDIX 3**

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

**A. WAGE RATES AND CLASSIFICATIONS**

May 1  
1994

Lowbeds, bed tandems \$18.43

Semi-Trailers; pole trailers; stringing trucks;  
tree farmers 18.33

Track trucks (transportation); winch trucks;  
A-Frames or hoist equipped trucks  
(transportation); dump trucks over 8 yards 18.11

Fuel trucks; warehousemen (where  
applicable); vacuum trucks 17.99

Flat beds; supply trucks; buses (where  
applicable); ~~farm~~ type tractors (transportation,  
material hauling); forklifts (in warehouse area);  
dump truck 8 yards and under 17.77

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.

**B. 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:

1. Health and Welfare Fund:  
May 1, 1994 - \$0.45 per hour

2. Pension Fund:  
May 1, 1994 - \$2.30 per hour
3. Training Fund  
May 1, 1994 - \$0.37 per hour
4. Teamsters Advancement Fund  
May 1, 1994 - \$0.30 per hour
5. Pipeline Industry Promotion Fund:  
May 1, 1994 - \$0.11 per hour  
The Pipeline Industry Promotion Fund shall be administered by the Pipe Line Contractors Association of Canada.

#### C. TEAMSTERS PIPELINE SERVICE FUND

The Employer shall deduct from each employee covered by this Agreement ten cents (\$0.10) for each hour of work performed and remit it monthly to the Teamsters Pipeline Service Fund.

#### C. OVERTIME AND HOLIDAY PAY

1. In New Brunswick, hours worked in excess of forty-four (44) 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.
2. In Nova Scotia, hours worked in excess of forty-eight (48) 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.
3. In Newfoundland and Prince Edward Island, hours worked in excess of eight (8) hours per shift and 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, provided that where one of the holidays falls during the work week, the number of straight time hours of work for that week shall be reduced to thirty two (32).

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

#### D. OWNER-OPERATED DUMP TRUCKS

If an owner-operator is engaged to operate a dual rear axle dump buck, **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.

**APPENDIX 4**

**TEAMSTERS DISTRIBUTION PIPELINE  
AGREEMENT FOR CANADA  
BRITISH COLUMBIA & YUKON TERRITORY**

**A. WAGE RATES AND CLASSIFICATIONS:**

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

	May 1 1994
Lowbeds, bed tandems:	\$19.77
Semi-trailers; pole trailers; stringing trucks; tree fanners:	19.60
Track trucks (transportation); winch trucks; A-frames or hoist equipped trucks (transportation); dump trucks over 8 yards:	19.38
Fuel trucks; warehousemen (where applicable); vacuum trucks:	19.26
Flat beds; supply trucks; buses (where applicable); farm type tractors (transportation, material hauling); forklifts (in warehouse area); dump trucks 8 yards and under	19.04
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.	

**B. 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:

1. Health and Welfare Fund:  
May 1, 1994      - \$1.91 per hour

2. Training Fund:  
May 1, 1994 - \$0.37 per hour
3. Pension Fund  
May 1, 1994 - \$3.40 per hour
4. Teamsters Advancement Fund  
May 1, 1994 - \$0.30 per hour
5. Pipeline Industry Promotion Fund:  
May 1, 1994 - \$0.11 per hour  
The Pipeline Industry Promotion Fund shall be administered by the Pipe Line Contractors Association of Canada.

#### C. TEAMSTERS PIPELINE SERVICE FUND

The Employer shall deduct from each employee covered by this Agreement ten cents (\$0.10) for each hour of work performed and remit it monthly to the Teamsters Pipeline Service Fund.

#### D. OVERTIME AND HOLIDAY PAY

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.

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

#### E. 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.