

**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 paycheck, 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 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
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TEAMSTERS CANADA

 R. Finley Director of Construction	 G. Kitchen Regional Representative
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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

British Columbia & Yukon Territory	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:

British Columbia & YT	May 1	May 1	May 1
	2010	2011	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. OVERTIME AND HOLIDAY PAY

3.1 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.

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

4. 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:

Alberta & NWT	May 1	May 1	May 1
	2010	2011	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. OVERTIME AND HOLIDAY PAY

3.1 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.

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

4. 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:

Saskatchewan & Manitoba	May 1 2010	May 1 2011	May 1 2012
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. OVERTIME AND HOLIDAY PAY

3.1 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.

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

4. 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

Zone 2	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

Zone 3	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

Zone 4	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:

Ontario - All Zones	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:

Atlantic Canada	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
 Seggaw 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.
 Carry-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.
 Mortelee 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

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