

2003/05/01 - 2007/04/30

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**UNITED ASSOCIATION
MAINLINE PIPELINE AGREEMENT FOR CANADA**

AGREEMENT made this first day of May, A.D., 2003

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 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 UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA (hereinafter referred to as the "Union") and its Local Unions having been assigned pipeline jurisdiction in Canada by the Union (hereinafter referred to as the "Local Union").

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

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT the Employer and the Union, in Consideration of the mutual 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, double jointing and/or testing of all pipelines or any segments thereof transporting

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

1.1 MAINLINE PIPELINES shall include:

1.1.01 Cross-country pipelines including portions of such pipelines within private property boundaries which are an integral part of the pipeline system.

1.1.02 Pipelines to or from storage facilities

1.1.03 Pipelines constructed as underground cable conduits between originating plant terminals and town border stations.

1.1.04 Pipelines transporting water or slurries for irrigational, waste disposal, industrial, commercial, institutional or residential use, other than process water supply or discharge lines and water or sewage laterals, the construction of which employs the same or similar methods, equipment, or organization as used in performing the work described above.

1.2 SPECIAL WORK for which special provisions are contained in Article 15 shall include:

1.2.01 Take-up jobs (Salvage Pipe);

1.2.02 Reconditioning;

1.2.03 Marine or push jobs;

1.2.04 River or bridge crossing;

1.2.05 Highway relocation and short lines in congested area;

1.2.06 Double jointing racks (Automatic Type Welding);

1.2.07 Double jointing in the field;

1.2.08 Pressure testing;

1.2.09 Fabrication;

1.2.10 Road boring, casing, and cable

1.2.11 Micro wire welding machines;

- 1.2.12 Pre-heating;
- 1.2.13 Laying pipe other than steel;
- 1.2.14 Automatic line welding;
- 1.2.15 Heat tracing, cooling systems, or demagnetizing of pipe;
- 1.2.16 Camp maintenance;
- 1.2.17 Underwater work;
- 1.2.18 Pipe supports;
- 1.2.19 Prefabrication;
- 1.2.20 Original assignment;
- 1.2.21 High Impact process;
- 1.2.22 Welding Quality Control;
- 1.2.23 Minor Projects.

1.3 EXCLUSIONS from the coverage of this Agreement shall be:

- 1.3.01 Distribution pipelines as defined in and covered by the United Association Distribution Pipeline Agreement for Canada.
- 1.3.02 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, associated with or comprising an integral part of pipeline construction.
- 1.3.03 Such non-destructive testing as may be combined with, associated with or an integral part of work described in Art. 1.1 above.

1.4 The Employer recognizes that the work excluded in 1.3 above is covered by other agreements and agrees to be bound by the applicable Union agreement on any such work.

1.5 Appendix 2 is a voluntary Agreement, which the individual Employer and the Union, who are both parties hereto, shall each have the option to sign an acceptance of Appendix 2 which is attached to and forms part of this Agreement, to cover the performance of work referred to in Art. 1.3 above.

1.6 DEFINITIONS of terms contained in and for the purposes of this Agreement shall include:

- 1.6.01 "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 the 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.
- 1.6.02 "Town border station" means that point at which deliveries to the distribution systems begin and are transformed, metered, or measured.
- 1.6.03 "Hot Tie-ins" means those welds and/or cuts into operating mainline pipelines containing hazardous materials such that the welding or cutting may result in fire or explosion and the cutting of such lines which have contained such materials and which are no longer in service.
- 1.6.04 "Non-welder Journeyman" means a qualified person employed as a straw in the pipe gang, straw in the tie-in crew, spacer, stabber, clampman, bending mandrel operator, plastic fuser, instrument calibrator, technician and/or mechanic engaged in the installing, aligning, fabricating, fitting of linepipe; compression, metering or pumping piping valves, components and appurtenances; servicing of automatic welding equipment; onsite servicing of wirefeed welding equipment.
- 1.6.05 "Welder - stringer bead" means a qualified person employed to make the first or root bead, or part thereof, which initially joins two sections of pipe, a section of pipe to a fitting, or two fittings.
- 1.6.06 "Welder - hot pass" means a qualified person employed to make the second or filler bead, or part thereof, which follows the first or root bead

joining two sections of pipe, section of pipe to a fitting, or two fittings.

- 1.6.07 "Welder - Journeyman" means a qualified person employed to make the third and succeeding beads, or parts thereof, joining two sections of pipe, a section of pipe and a fitting, or two fittings.
- 1.6.08 "Spacer" means a person employed to line up and space, in preparation for welding two sections of pipe, a section of pipe and a fitting, or two fittings.
- 1.6.09 "Stabber" means a person employed to place or "stab" a section of pipe in preparation for spacing and welding.
- 1.6.10 "Clampman" means a person employed to operate line-up clamps used when setting in joints of pipe.
- 1.6.11 "Helper" on mainline pipeline construction means a person employed to assist a Journeyman and in buffing or grinding in preparation for a weld within the pipe gang and in buffing or grinding in preparation for non-destructive testing.
- 1.6.12 "Impact Technician" means a qualified person employed to make the joints using the High Impact process.
- 1.6.13 "Poor-boy Pipe Gang" means a pipe gang which is additional to the main pipe gang.
- 1.6.14 "Welding Quality Control" means the measuring and recording of welding parameters to ensure that production welding is being performed in accordance with approved procedures. When such work is required to be performed by the Employer it is recognized that the work shall be performed by a Journeyman member of the United Association. This work does not include Non-Destructive Examination (refer to Article 1.3) which is covered by other agreements.
- 1.6.15 "Pressure Testing" means the hydrostatic or pneumatic testing of a pipeline to ensure its

integrity and includes fabrication, joining, and dismantling of all pipe, hoses, fittings, pumps, compressors, test heads, valves, blanks, pressure manifolds, boilers and dewater filters including that pipe and equipment required to fill with test medium, test, expel test medium, and air dry. It is recognized that this work shall be performed by members of the United Association.

1.6.16 "Straw" is a Journeyman.

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. No Employer shall operate with spin-off companies on any work covered by this Agreement.

2.2 All work covered by this Agreement shall be done under and in accordance with the terms and conditions **of** this Agreement in all Provinces and Territories of Canada whether done by the Employer and/or any subcontractors who employ only members **of** the Union. The Employer shall be responsible for the Pre-job Conference, **including** the enforcement of the wages, benefits, and conditions contained in this Agreement, on all subcontractor(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 herein or in the respective appendices, the Association and the Union shall, within fifteen **(15)** days notice of either upon the other, commence negotiations the sole and restricted purpose of which shall be to establish such classifications or special conditions and the rates applicable thereto. In the event that such negotiations do not result in agreement upon such classifications within

seven (7) days of commencement of negotiations, or such longer period as may be mutually agreed between the Parties, the matter shall be resolved in accordance with Article 17, Grievance Procedure. Any hourly wage rate established shall become effective on the date upon which notice is given to commence negotiations.

2.4 The work coming under the jurisdiction of the Union and covered by the terms of the Mainline and Distribution Agreements, as illustrated in the charts in Schedule C, includes all work performed by employees in the classifications referred to herein and other classifications coming within the jurisdiction of the Union. The work of preparing the pipe for welding, handling the clamps and the making of joints by any mode or method is recognized as the jurisdiction of the Union and the employees assigned to such work shall be Journeymen or Welder Helpers depending on the work involved.

2.5 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.

2.6 This Agreement shall supersede all other Agreements between the Parties or between the Employer and any Local of the Union for all work defined in Article 1 hereof.

2.7 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 amendment shall not be construed as a breach of this Agreement.

2.8 If any provision of this Agreement is in conflict with the laws or regulations of Canada or any of its Provinces or Territories 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 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 upon between the Parties, the matter shall be resolved in accordance with Article 17, Grievance Procedure.

2.9 Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine gender or neuter gender in all situations where they would so apply.

2.10 It is hereby recognized that in the case of certain Journeymen there is a precedent to make payments based on industry conditions and/or production which, due to the diversity of such payments, are not defined in this Agreement, and it is therefore agreed that any individual Employer shall have the right, in his absolute discretion, to make payments based on such conditions and any such payments made shall be deemed to be included as conditions of employment as provided for in this Agreement for that particular job and shall not create an obligation on or give any right to any other individual Employer to make similar payments and shall not be construed as a breach of this Agreement.

ARTICLE 3 UNION RECOGNITION AND 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. The Union recognizes that the Association is the sole bargaining authority for all subcontractors of the Employer covered by this Agreement and coming within the jurisdiction of the Union.

3.2 The Employer shall be the judge as to the competency of any employee, and shall have the right to discharge men for just cause. The Employer, if requested by the Union, shall provide a termination slip which shall state the reason for discharge or lay-off occurring prior to job completion and whether the employee is eligible for rehire.

3.3 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.

3.4 Subject to the provisions of Art. 3.2 and Art. 5.8 hereof, the appointment of Journeymen to the capacities of Pipe, Welding, or Tie-in Foremen who shall be members of the Union, is the responsibility of the Employer. Such appointment shall not be interfered with by the Union.

3.5 The Employer recognizes the right of the Union to enforce its Constitution in that the Employer undertakes to provide **all** welding equipment and shall not employ any employee who provides any vehicle or equipment. No rental equipment shall be utilized to circumvent the intent of this provision.

3.6 The Employer shall require of his employees, as a condition of employment, that an automatic deduction be made from the employee's pay of a sum equal to the regular monthly Union dues.

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

3.8 All dues, fees and assessments so deducted shall be remitted to the Local Union not later than the twentieth (20th) of the month following, together with a list showing the amount deducted for each employee.

3.9 The Local Union's Business Manager shall, at the start of a job (i.e. rigging up for pipe operations) select one of its Journeymen members who shall be placed on the Employer's payroll and recognized as the Job Steward; such appointment to be confirmed by letter to the Employer. If the Steward selected by the Business Manager is objected to by the Employer for valid reason, the Business Manager shall

select another Journeyman as Steward to whom the Employer has no reasonable objection.

3.10 The Job Steward shall perform his duties the same as any other Journeyman and shall not be discharged for Union activities. The Job Steward shall be allowed a reasonable amount of time during the working hours to perform the work of the Union but shall not abuse the privilege. On Mainline Pipeline jobs the Job Steward shall be the last Journeyman in his classification remaining on the job provided he is competent to perform the work to be completed. Where a main pipe gang and a poor boy pipe gang are used, an Assistant Steward may be selected, where warranted, as agreed upon between the Employer and the Union at the Pre-job Conference or by subsequent arrangement. The Assistant Steward shall report all matters of concern to the Job Steward who will deal with any problem or grievance with the representative of the Employer. Where, on a loop line construction job, crews are working out of separate warehouses or marshalling points, the Union shall have the right to appoint an Assistant Steward for and during the continuation of operations out of each separate warehouse or marshalling point. There shall be no non-working Job Steward or Assistant Stewards. The Job Steward shall be notified of any disciplinary warning given to any employee.

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

3.12 In the event of an illegal work stoppage by employees covered by the terms and conditions of this Agreement, those employees not performing work during the work stoppage shall not receive any compensation whatsoever for days not worked.

3.13 It is recognized that traditionally all work combined with, associated with or comprising an integral part of pipeline construction as defined in Article 1 hereof, comes solely within the trade jurisdiction of four International Unions, commonly referred to as the "pipeline craft unions" and their Local Unions which are affiliated with Building and Construction Trades Councils, AFL-CIO. The recognition of this historical precedent is hereby re-affirmed.

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

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 to the Local Union(s) having territorial jurisdiction, immediately upon his knowledge of all work to be done by the Employer and/or all 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.

4.2 The Employer and the Union shall hold a Pre-job Conference before the start of the job and the Union Representatives of the Local Unions in whose jurisdictional areas the work is being performed shall be authorized by the Union to represent the Union at the Pre-job Conference and establish those job arrangements stipulated in this Agreement for the duration and 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 an Addendum, but not including the changing of any of the conditions of this Agreement nor any interpretation of any of its clauses. Any interpretation of this Agreement shall be made between the prime parties hereto so that the 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, as determined by the respective appendices attached hereto, prior to commencement of the work.

4.4 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 any Employer engaged in the same or similar work as defined in Article I hereof.

4.5 Notwithstanding the above, 4.4 does not apply to agreements that presently exist or to U.A. Local Unions who do not have pipeline jurisdiction assigned to them by the United Association.

ARTICLE 5 HIRING PROCEDURE

5.1 Upon receipt of Job Notification from the Employer, the Local Union may, prior to the Pre-job Conference, provide the Employer with a list of available qualified Journeymen.

5.2 The Employer shall have the right to select twenty-five percent (25%) of the required Journeymen from any source provided such employees are members of the Union. The Employer shall select a further twenty-five percent (25%) of the required Journeymen from the list of qualified members supplied by the Local Union(s). The remainder of the required employees shall be supplied by the Local Union(s) provided that qualified members are available.

5.3 The ratio of employees selected from and supplied by the Local Union(s) shall be maintained throughout the project.

5.4 All employees supplied by the Local Union(s) must have had previous pipeline experience and be qualified to perform the work for which they have been requested; otherwise such employees will not be dispatched unless acceptable to the Employer. The Employer shall have the right to refuse any referral prior to dispatch provided the cause for such refusal shall not be unreasonable.

5.5 The Local Union shall be given forty-eight (48) hours, exclusive of Saturdays, Sundays, and holidays to supply the required employees but shall advise the Employer of expected delays in dispatching any employees within forty-eight (48) hours. Employees shall be entitled to Waiting Time or Reporting Time upon arrival at the jobsite on the day

designated by the Employer for arrival, if no work is provided.

5.6 The portion of employees required by the Employer which the Local Union may be unable to supply as well as the remaining twenty-five percent (25%) required will be members of the Union when they are available. When qualified members of the Union are not available, other qualified Journeymen and Helpers may be hired subject to 3.3. The Employer shall, upon request, notify the Local Union of the names of all Journeymen hired under this provision.

5.7 In the event the Local Union is unable to supply qualified members, the Employer will provide every opportunity for any employee who has successfully completed a welding training course and is approved by a joint training committee to take a qualification test and, in the event that such employee completes the qualification test, the employee will be admitted to membership in the Local Union in accordance with 3.3.

5.8 The Foremen and Job Steward are excluded from the provisions of this Article.

5.9 The Employer shall have the right to retain the original crew once established throughout the territory covered by the job for which the Pre-job Conference was held. The International Representative will designate the Local Union which will have jurisdiction.

5.10 The Employer shall have the right to re-start any interrupted job with the same crew laid off for Christmas or Spring breakup provided such shutdown extends no longer than a twenty-one (21) calendar day period or has been a subject of the Pre-job Conference and provided the laid-off employees are available for such re-start. Any additional and/or replacement Journeymen shall be engaged in accordance with 5.2.

ARTICLE 6 WORKING RULES

6.1 The Employer shall be the sole judge as to the number of employees required. It is recognized that the work

of handling clamps, lining up of pipe and the making of joints is the work of the Union. In addition to the Welder Foreman, the Welders and their Helpers, the Employer shall be required to employ a minimum of five (5) Journeymen on jobs where pipe is greater than 14" in diameter, four (4) of whom shall be used in the pipe gang, and the fifth Journeyman to be used either in the pipe gang, bevelling ahead of the pipe gang, in the bending crew, in the tie-in crew, in stress relieving, or in preheating with oxy-acetylene torches; on pipe 14" in diameter or less the Employer shall be required to employ two (2) Journeymen other than the Welder Foreman, the Welders, and their Helpers; provided however, that in the event an inside clamp is being used on pipe 14" in diameter and less, the Employer shall also be required to employ one (1) Helper. If outside clamps are used, a Welder Helper shall be assigned to handle such clamps. On pipelines of 14" in diameter or less, the operation of the bending mandrel and the handling of clamps shall be performed by a Helper. On pipelines of greater than 14" in diameter the handling of clamps and the operation of bending mandrels shall be performed by Journeymen. If any additional employees are needed, they shall be employed as Journeymen or Helpers depending on what work is involved. All tie-in crews shall employ one (1) Non-Welder Journeyman.

6.2 On small jobs when less than five (5) Welders are employed, the Welder Foreman will be allowed to work with the tools, at the discretion of the Employer. This provisions may be modified at the Pre-job Conference.

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

6.4 As mutually agreed between the Employer and the Local Union, employees may be changed from one classification to another within the jurisdiction of the Union. During emergencies, any employee of the Employer may be assigned to any work, provided, however, that no employee's hourly rate shall be lowered under this provision, and provided further that in the event an employee is assigned to work calling for a higher rate of pay he shall receive such higher rate.

6.5 Stringer bead and hot-pass welders and helpers can be required to weld back on incompletd welds, as long as their wage rate is not lowered. Such welders and helpers will be paid for the hours received by the pipe gang plus the hours engaged in welding back and there shall be no restriction as to the location where such "welding back" may begin.

6.6 In the event back welding of each weld is performed inside the pipe as a regular procedure, one welder will be selected each day to perform all of such back welding. This condition is not intended to apply to occasional back welding performed by the pipe gang to repair a bead, to rectify a "hi-lo" condition or wall thickness change, etc.

6.7 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. Insofar as job conditions permit, employees shall receive their pay cheques during their regular shift and in any event not later than within twenty (20) minutes of their return to the warehouse following said shift. The Employer and the Local Union may agree at the Pre-job Conference that the Employer may use electronic transfer of payroll. When employees are laid off or discharged their payment for wages due at the time of lay-off or discharge must be delivered on the same date. If the payment due to the employee at time of lay-off or discharge is not delivered on the date of lay-off or discharge, the employee shall be entitled to waiting time or reporting time, subsistence allowance, or camp privileges, where applicable, for each day up to and including the date upon which the cheques are delivered. The Employer and the Local Union may agree at the Pre-job Conference that, on jobs with less than one hundred (100) employees, if the Employer is unable to deliver the employee's cheque for wages due at the time of lay-off or discharge, the employee will not be eligible for further waiting or reporting time, subsistence allowance, or camp privileges, however, this final cheque must be mailed to the employee's home address within two (2) working days of the date of lay-off or discharge.

6.8 Unless otherwise agreed by the Employer and the Local Union at the Pre-job Conference, the Employer shall make arrangements in each locality where employees are employed to enable such employees to cash their pay cheques or, where it is impracticable to do so, will provide any

employee within twenty-four (24) hours written request with a cheque in the equivalent of subsistence allowance payable. Where camps are provided in remote areas devoid of normal banking facilities, the Employer shall make every reasonable effort to provide cheque cashing facilities, it being understood that where it is impracticable to do so, suitable substitute provisions shall be agreed at the Pre-job Conference. All cheques to be negotiable at par.

6.9 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.

6.10 The parties hereto shall comply with any governmental occupational health and safety regulations applicable to the work. Any refusal by the employee to work in contravention of such regulations shall not be deemed to be a breach of this Agreement and shall not be reason for discharge. After due warning, any refusal by an employee to abide by any applicable regulation of a governmental body having jurisdiction shall be cause for discharge.

6.11 The parties hereto recognize that the employees covered by this Agreement may be exposed to hazardous fumes in the workplace and undertake to make every effort to minimize such exposure. Safety equipment supplied by the Employer must be worn by the employees who are exposed to hazardous fumes.

6.12 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.

6.13 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.

6.14 A copy of the Minutes of all Job Safety Committee meetings shall be forwarded to the Local Union promptly each month.

6.15 The Employer shall provide a safety hat, gloves, and special protective clothing or special safety equipment required by the Workers' Compensation Act, the Occupational Health and Safety Act or the owner's requirements, except safety footwear, at no cost to the employee provided the employee returns these items on termination of employment.

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

6.17 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.

6.18 The Employer shall provide water flush toilets and wash-up facilities at the yard and, where right-of-way conditions make it practicable and feasible, on the right-of-way near the main pipe gang for the employees' use. Where employees are required to work at locations away from the main pipe gang, the minimum facility will consist of chemical flush toilets.

6.19 On jobs where camps are provided, the Employer shall insure the personal effects of each employee against loss by fire in an amount not to exceed two thousand five hundred dollars (\$2,500) provided an inventory of such personal effects is filed with the Employer.

6.20 On any day a helicopter/plane is used by the Employer to transport employees to and from their place of work on the jobsite, or from the warehouse and/or marshalling point of the Employer, each employee so transported shall receive one (1) hours pay for that day. The hour is in addition to his regular pay for that day. The Employer shall ensure that each employee required to travel by helicopter/plane will be covered by a minimum of two

hundred and fifty thousand dollars (\$250,000) accidental death insurance.

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

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

6.23 The Employer shall not require any employee to work for periods that do not allow the employee eight consecutive hours of rest in any period of 24 hours. In the event an employee does not receive eight consecutive hours of rest prior to the commencement of his next shift, he shall be paid at the applicable overtime rate until he receives at least eight consecutive hours of rest.

ARTICLE 7 WAGE RATES AND CLASSIFICATIONS

7.1 MAINLINE PIPELINES
7.1.01 Hourly rates of wages for employees covered by this Agreement on Mainline Pipelines shall be:

Welder Helper: 70% of the non-welder journeyman rate but not less than the applicable general laborer rate.

	May 1 2003	May 1 2005	May 1 2006	May 1 2007
Journeymen:				
Non-welder Journeyman	34.76	35.44	36.12	37.49
Welder Journeyman	34.76	35.44	36.12	37.49
Welder - Bead/Hot Pass	35.40	36.08	36.76	38.13
Pipe Foreman	35.21	35.89	36.57	37.94
Welder Foreman	35.56	36.24	36.92	38.29
Tie-in Foreman	35.21	35.89	36.57	37.94
Testing Foreman	35.21	35.89	36.57	37.94

The Pipe, Welder, Tie-in and Testing Foreman may be paid a weekly or monthly salary provided his annual salary would exceed the annual wage of a Journeyman based on a forty-eight (48) hour work week. Where such foreman is employed for a period of thirty (30) days or less, he shall be paid on an hourly basis.

- 7.1.02 The Job Steward shall receive fifty cents (\$0.50) per hour above the rate of pay for his classification and shall be paid for the same number of hours worked by the tie-in crew or the front end or back end Welders, whichever is greater. It is intended that the Job Steward shall, wherever possible, at the Employer's option, actually work the number of hours for which he is paid.
- 7.1.03 Welders and their helpers working on hot tie-ins shall be paid one dollar (\$1.00) per hour above their regular rate of pay for each day they are engaged in such work.
- 7.1.04 A Welder performing back welding of a complete weld inside the pipe behind the firing line or as in Sec. 6.6 shall receive one dollar (\$1.00) per hour above his regular rate only for days when such back welding is performed by such employee.
- 7.1.05 Where Welder Helpers are used the major part of the day grinding or buffing with power tools in the pipe gang, they shall be paid one dollar (\$1.00) per hour above the Welder Helper rate.
- 7.1.06 Where Welder Helpers are used for the following tasks they shall be paid fifty cents (\$.50) per hour above the Welder Helper rate:
 - On pipe 14" in diameter or less, the operation of the bending mandrel and the handling of clamps; assisting the Journeymen and as the attendant for oxygen manifold and acetylene generator on reconditioning of pipe in the yard; assisting the Journeymen on marine work and push jobs; assisting the Journeyman on river and bridge crossings; assisting the Journeyman on highway relocations and short lines in

congested areas; lining up seams and helping with line-up, and assisting the welder at the second Head and I.D. Head positions on double jointing racks; assisting the Journeyman on pressure testing; and preheating with liquefied petroleum gas.

7.2 NORTHERN WORK

7.2.01 Hourly rates of wages for employees covered by this Agreement when employed north of 60 degrees latitude shall be seventy-five cents (\$0.75) per hour higher than those provided in Sec. 7.1 above.

7.2.02 The special provisions of "Requirements for Northern Work" as appended hereto shall apply and the provisions of Sec. 10.7 are hereby modified accordingly.

7.3 POLICING FUND

7.3.01 The Employer shall deduct from each employee's earnings at the following rate for the Local Union's Policing Fund:

A minimum of 20 cents per hour earned or an amount to be determined at the Pre-job Conference. This amount shall be remitted to the Local Union having area jurisdiction over the work being performed together with the monthly remittance to the Health and Welfare Fund.

**ARTICLE 8
EMPLOYER CONTRIBUTIONS**

8.1 Employer contributions in the amounts indicated in 8.2, 8.3, 8.4 and 8.5 shall be made on all hours earned which are included in computing the eight (8) hours per day and forty (40) hours per week after which overtime is payable and shall be recorded on a standard remittance report provided by the Union and remitted on or before the twentieth (20th) day of the month following the month for which contributions are due and payable, to the Trust Funds. Hours earned are interpreted to mean daily travel time, daily working time, reporting time, and testing time. Contributions for overtime hours will be calculated at one and one-half

times the contribution rate on time and one-half hours and two times the contribution rate on double time hours. The Employer shall provide each employee covered by this Agreement with a statement with each weekly paycheque stating the total number of hours reported for contributions to the Pension and Health & Welfare Funds on behalf of that employee for the period covered by the paycheque.

8.2 Canadian Pipeline Industry Trust Funds:

8.2.01 The rates at which the Employer shall contribute to jointly administered Canadian Pipeline Industry Trust Funds on behalf of each employee employed under the terms of this Agreement and for the following purposes shall be:

8.2.01.01 National Pension Plan Fund:

May 1, 2003 • \$5.75 per hour earned

May 1, 2004 • \$6.00 per hour earned

May 1, 2005 • \$6.25 per hour earned

May 1, 2006 • \$6.50 per hour earned

The National Pension Plan shall be administered by a Board of Trustees consisting of three (3) members appointed by the Director of Canadian Affairs of the Union and three (3) members appointed by the President of the Association.

8.2.01.02 National Training Fund:

May 1, 2003 • \$0.70 per hour earned

May 1, 2004 • \$0.80 per hour earned

Five cents (\$0.05) per hour earned of the above amount will be applied to the UA International Training Fund.

The National Training Fund shall be administered by a Board of Trustees consisting of three (3) members appointed by the Union and three (3) members appointed by the Association.

8.3 Health and Welfare Funds:

8.3.01 The rate at which the Employer shall contribute to Local Union Health and Welfare Funds on behalf of each employee employed under the terms of this Agreement shall be: *(See 04. below for Ontario)

May 1, 2003 - \$1.90* per hour earned

May 1, 2004 - \$2.20* per hour earned

- 8.3.02 Contributions shall be recorded on the standard remittance form provided by the Union and remitted to the Health and Welfare Fund of the Local Union having area jurisdiction over the work being performed on or before the twentieth (20th) day of the month following the month for which contributions are to be made.
- 8.3.03 In the event that the Local Union having area jurisdiction over the work being performed does not have an established Health and Welfare Fund, remittances will be made to such other Local Union Fund as the Union may designate having such established fund and such designated Local Union shall provide coverage for all eligible employees.
- 8.3.04 In the Province of Ontario the Employer will contribute an additional three cents (\$.03) per hour earned to the Local Union Health and Welfare Plans to assure continuation of benefit coverage as provided for in Ontario Bill 162 and the Memorandum of Understanding attached to this Agreement.
- 8.4 Alcohol/Drug Abuse Fund (Ontario only)
On all work in the Province of Ontario, the Employer shall contribute one cent (1¢) for each hour earned and will deduct from each employee one cent (1¢) for each hour earned and remit the total of two cents (2¢) for each hour of work earned to the Administrator of the Local Union Health & Welfare Fund for the Alcohol/Drug Abuse Fund (De Novo).
- 8.5 Services To Enhance Lifestyles Of Indigents Fund:
On all work north of 60 degrees latitude, the rate at which the Employer shall contribute to the Services To Enhance Lifestyles Of Indigents Fund shall be:
May 1, 2003 - \$0.50 per hour earned
- The S.T.E.L.O.I. fund shall be administered by a Board of Trustees appointed by the U.A. Director of Canadian Affairs.

- 8.6 United Association Administration Fund
The rate at which the Employer shall contribute to the United Association Administration Fund for each hour of work earned by each employee shall be:

May 1, 2003 - \$1.00 per hour earned

All contributions to this Fund shall be remitted to an Administrator named by the United Association. The United Association Administration Fund shall be administered by a Board of Trustees appointed by the United Association Director of Canadian Affairs.

- 8.7 UA Pipeline Industry Growth Fund
The rate at which the Employer shall contribute to the United Association Pipeline Industry Growth Fund for each hour of work earned by each employee shall be:

May 1, 2003 - \$0.10 per hour earned

May 1, 2004 - \$0.20 per hour earned

All contributions to this Fund shall be remitted to an Administrator named by the United Association. The United Association Pipeline Industry Growth Fund shall be administered by a Board of Trustees appointed by the United Association Director of Canadian Affairs.

- 8.8 Canadian Pipeline Development Fund
The rate at which the Employer shall contribute to the Canadian Pipeline Development Fund for each hour of work earned by each employee shall be:

May 1, 2004 - \$0.20 per hour earned

May 1, 2005 - \$0.30 per hour earned

May 1, 2006 - \$0.50 per hour earned

All contributions to this Fund shall be remitted to the Pipe Line Contractors Association of Canada. The Canadian Pipeline Development Fund shall be administered by the Canadian Pipeline Advisory Council.

- 8.9 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.

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

8.11 Pipeline Industry Promotion Fund:
The rate at which the Employer shall contribute to the Pipeline Industry Promotion Fund for each hour of work performed by each employee shall be:

May 1, 2003	-	\$0.25 per hour
May 1, 2005	-	\$0.27 per hour
May 1, 2006	-	\$0.29 per hour

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

8.12 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 Fund, including provisions for an 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. 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.

8.13 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.

8.14 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 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.

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

ARTICLE 9 OVERTIME AND HOLIDAY PAY

9.1 The work week shall begin on Monday and shall end Sunday. 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. All hours worked in excess of ten (10) hours per shift and 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, Dominion Day, first Monday in August, Labour Day, Thanksgiving Day, Remembrance 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 forty (40) straight time hours shall be reduced to thirty-two (32) for the purpose of computing overtime during that week.

9.2 If one of the holidays in Art. 9.1 falls on Sunday, it shall be observed on Monday. Accordingly, if such an event occurs, work performed on Monday shall be paid for at double the straight time hourly rate. If no work is performed on Monday, no pay shall be required other than waiting time if applicable. 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.

9.3 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 obligations 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. On each paycheque or at termination of employment, whichever first occurs, the employee will receive vacation pay and statutory holiday pay.

ARTICLE 10 WAREHOUSE, TRAVEL, AND SUBSISTENCE

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

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

10.3 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 government occupational health and safety regulations, and shall have adequate leg room for the occupants.

10.4 The time of the men shall start when the men leave the warehouse and/or marshalling point for the jobsite and shall end upon their return to the warehouse and/or marshalling point, however, the lunch period shall be excluded.

10.5 On Mainline Pipeline jobs where camps are not provided, employees who are not local residents shall receive a subsistence allowance as follows:

May 1, 2003 - \$110.00 per calendar day
May 1, 2004 - \$112.00 per calendar day
May 1, 2005 - \$115.00 per calendar day
May 1, 2006 - \$120.00 per calendar day

10.6 On Mainline Pipeline jobs, a local resident is a person who is resident within forty (40) kilometers by the shortest road route to the warehouse or marshalling point for the job concerned for a period of not less than three (3) months prior to his commencement of employment on the job.

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

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

May 1, 2003 - \$0.52 per hwy kilometer
May 1, 2004 - \$0.53 per hwy kilometer
May 1, 2005 - \$0.54 per hwy kilometre
May 1, 2006 - \$0.55 per hwy kilometer

via the shortest route from the city where the employee was hired to the point of commencement of employment plus, where the distance to the jobsite exceeds two hundred (200) kilometers, a subsistence allowance of one day in the amount specified in 10.5 above, to assist in defraying the cost of board and lodging incurred travelling to the jobsite. Waiting time days and testing days shall be included in computing the fifteen (15) days.

10.7.02 After twenty-one **(21)** working days on the job if the employee 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 first occurs, return travel expense at:

May 1, 2003 - \$0.52 per hwy kilometer

May 1, 2004 - \$0.53 per hwy kilometre

May **1, 2005** - \$0.54 per hwy kilometer

May **1, 2006** - \$0.55 per hwy kilometer

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

10.7.03 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; PROVIDED however, that employees entitled to receive waiting time as computed in Article 12 if a working day is consumed during the move shall receive such waiting time.

ARTICLE 11 TESTING TIME

Journeyman shall be tested or placed on waiting time upon arrival at the jobsite on the day designated by the Employer for arrival and shall be entitled to testing time pay at the applicable straight time Journeyman rate provided for in Article 12 as follows:

11.1 Eight (8) hours pay or the number of hours required to take a qualifications test, whichever is greater, to a Journeyman required to take a qualifications test and who completes such test successfully. Such testing time pay shall be in addition to any pay for hours worked the day of the test and the hours paid for under this provision shall be included in computing the eight (8) and/or forty (40) hours of work after which overtime is payable.

11.2 Six **(6)** hours pay and, if qualified under the provisions of Articles 10.5 and 10.6, one (1) day subsistence allowance to a Journeyman required to take a qualifications test and who does not complete such test successfully. Any

welder helper assisting welders in their qualifications test shall be placed on the payroll and be paid for all hours for which he is entitled under this Agreement.

11.3 Four (4) hours pay in addition to any pay for hours worked to a Journeyman who is qualified without taking a test, except where such Journeyman is merely moving from one spread or gang to another on the same job no testing time pay shall be required.

11.4 On all Mainline Pipeline jobs the Employer shall pay to each Journeyman five (5) hours at the applicable rate for each day that such Journeyman performs quality workmanship acceptable to the Owner. Fifty percent (50%) of this lump sum shall be paid weekly and the remainder shall be paid upon job completion provided such Journeyman remains on the job from date of hire until the work for which he was hired is completed. Quality workmanship as defined in this Agreement excludes the qualifications test and training.

11.5 Unless otherwise mutually agreed upon, on those jobsites where welding tests are required for the automatic welding process, employees required to so test shall also successfully pass an equivalent test for a stick procedure.

ARTICLE 12 WAITING TIME

Employees shall be paid a lump sum as waiting time pay based on the applicable straight time rate provided for in Article 7 as follows:

12.1 The equivalent of five (5) hours pay for any working day lost during the regularly scheduled work week.

12.2 If the Employer is working a regularly scheduled 6 day work week, waiting time for the 7th day shall not be required except as provided for in 12.4.

12.3 When, on a continuous line job set up on a regularly scheduled 6 day work week, the office or warehouse is moved from one location to another on the same job, waiting time for any working day lost because of the move shall be paid as in 12.1, and the Employer may that

week, work the 7th day without affecting the 6 day work week.

12.4 On a loop line construction job only, set up on a regularly scheduled 6 day work week, the equivalent of eight (8) hours pay for the 7th day of any week during which the office or warehouse is moved from one location to another on the same job.

12.5 On a loop line construction job only, the equivalent of eight (8) hours pay for the first working day, and five (5) hours pay for the second and each subsequent working day lost in any week during which the office or warehouse is moved from one location to another on the same job.

12.6 Those employees regularly employed in utility, testing, or tie-in crews, gate or valve settings, road crossings or fabrication work may work the 7th day of a regularly scheduled 6 day work week, or on holidays, without the Employer becoming liable for waiting time payments to other employees who do not work that day.

12.7 Those employees regularly employed on other operations may be worked in the utility, testing, or tie-in crews, gate or valve settings, road crossings or fabrication work when needed on the 7th day of a regularly scheduled 6 day work week, or on holidays, without the Employer becoming liable for waiting time payments to other employees who do not work that day, PROVIDED each employee in the classification from which the workmen are selected is given the opportunity to work, starting first with the firing line.

12.8 If no work is performed on a holiday designated in this Agreement, waiting time shall be paid. However, if such holiday falls on the 7th day of a regularly scheduled 6 day work week, waiting time for that day shall not be required.

12.9 In emergencies, when notification has been sent to the Local Union, the Employer may work any employee on the 7th day of a regularly scheduled 6 day work week without incurring liability for waiting time payments on future 7th days not worked.

12.10 In the absence of an emergency as provided for in Article 12.9, if the Employer is working a regularly scheduled 6 day work week and works the pipe gang and/or firing line two (2) consecutive 7th days, he will incur liability for waiting time payments on future 7th days not worked.

12.11 Notwithstanding the provisions of Articles 12.1 through 12.10, 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.

12.12 In no event shall waiting time payments provided for hereinabove be included in computing the eight (8) hours and/or forty (40) hours of work after which overtime is payable.

ARTICLE 13 REPORTING TIME

13.1 Reporting time shall be paid to an employee who has reported to the jobsite in a competent condition to carry out his duties as follows:

- 13.1.01 Five (5) hours pay at the applicable rate for that day to any employee entitled to waiting time as in Article 12, who performs any work of not more than four (4) hours duration and is then prevented from completing a day's work for any reason.
- 13.1.02 On jobs set up on not more than eight (8) hours per day, eight (8) hours pay at the applicable rate for that day to any employee who performs work of more than four (4) hours duration and is then prevented from completing a day's work for any reason.
- 13.1.03 On jobs set up on more than eight (8) hours per day, a maximum of ten (10) hours pay at the applicable rate to any employee who performs more than four (4) hours work and is then

prevented from completing a day's work for any reason.

13.2 Hours paid under the provisions above shall be included in computing the forty (40) hour week after which overtime is payable.

13.3 Notwithstanding the provisions 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.

13.4 Notwithstanding the provisions above, when any employee refuses to work or to continue to work, or work stoppage conditions brought about by a third party or third parties makes ill-advised in the opinion of the Employer the performance of any work or the continuance of any work once started, no pay for hours worked shall be required.

13.5 Where notification of the men is required under this Agreement to the effect that work shall not be performed on a particular day, notification of such fact to the Steward shall be sufficient notification to the men, PROVIDED such notification is made during working hours.

ARTICLE 14 DISTRIBUTION PIPELINES

14.1 Distribution Pipelines, as defined in 1.3.01 hereof shall be covered by the United Association Distribution Agreement for Canada which shall be binding on all Employers party hereto.

ARTICLE 15 SPECIAL WORK

Whenever the Employer performs any of the special work defined in 1.2 the special provisions set out herein shall supersede any other provisions in this Agreement; if no special provisions are set out, all of the general provisions in this Agreement shall apply on special work.

On all special work described herein, the Steward on the job will be paid for the number of hours that he works or for the

number of hours that any other Journeyman except the utility welder works, whichever is greater.

15.1 TAKE-UP JOBS (SALVAGE PIPE)

- 15.1.01 Roughcutters will be paid seventy-five cents (\$0.75) per hour below the Journeyman rate.
- 15.1.02 One Helper will be employed for each Roughcutter.
- 15.1.03 Bevellers will be paid **fifty** cents (\$0.50) per hour below the Journeyman rate.
- 15.1.04 The Steward shall be paid fifty cents (\$0.50) per hour above his regular rate.
- 15.1.05 **A** Journeyman designated by the Employer will act in the capacity of Foreman. In the event the pipe being salvaged is also being re-laid or reconditioned as part of the same job, and where the distance is such that the Welder Foreman is readily available, then no other Welder Foreman will be required.

15.2 RECONDITIONING

- 15.2.01 Over the Trench-Line In or Out of Service:
 - 15.2.01.01 Journeyman Welders will be used for all welding.
 - 15.2.01.02 One Helper will be hired for each Welder.
 - 15.2.01.03 One Journeyman other than the Welders will be employed.
 - 15.2.01.04 Welder Foreman.
- 15.2.02 In the Yard (where Manual Double Jointing is performed):
 - 15.2.02.01 Welders may make their own stringer beads and finish welds.
 - 15.2.02.02 On pipe over 14" three (3) Journeymen other than the Welders and a Helper shall be hired.
 - 15.2.02.03 One Helper will be employed for each Welder. Helpers will be employed to roll all pipe on the welding rack.
 - 15.2.02.04 Bevellers will be paid fifty cents (\$0.50) per hour below the Journeyman rate.
 - 15.2.02.05 One Helper will be employed for every two Bevellers.
 - 15.2.02.06 Roughcutters will be paid seventy-five cents (\$0.75) per hour below the Journeyman rate.
 - 15.2.02.07 One Helper will be employed as an Attendant for oxygen manifold and acetylene generator.

15.2.02.08 Welder Foreman.
15.2.02.09 It is recognized that the rigging up of equipment on a double jointing rack that is to be used in the lining up and welding of pipe is the work of the United Association.

Note: When pipe is not being doublejointed in the reconditioning yard, the Journeymen and Helper need not be employed.

Note: It is recognized that the work of handling clamps, lining up of pipe, and the making of joints is the work of the United Association and if additional employees are needed, they shall be employed **as** Journeymen or Helpers depending on what work is involved.

15.2.03 Re-laying Reconditioned Pipe

15.2.03.01 If certain joints, portions of joints, or infrequent sections are removed to be replaced with new **or** better pipe then when the pipeline is re-laid, manpower requirements less than those called **for** in 6.I will be considered and may be agreed to by mutual understanding between the Employer and the Union.

15.2.03.02 It is recognized that the work of handling the clamps, lining up of pipe, and the making of joints is the work of the United Association and if any additional employees are needed, they shall be employed **as** Journeymen or Helpers depending on what work is involved.

15.3 MARINE WORK AND PUSH JOBS

15.3.01 **All** welders will be paid the stringer bead rate.

15.3.02 One Helper for each Welder.

15.3.03 Three Journeymen and one Helper on pipe over 14" in diameter.

15.3.04 Two Journeymen and one Helper on pipe 14" in diameter or less.

15.3.05 When more than four Journeymen are employed, one of these Journeymen will act **as** Foreman.

15.3.06 Spell-off Welders will be employed in accordance with the following formula:

1 and 2 stations - Welder Foreman as Spell-off Welder.

- 3 stations - one Spell-off Welder.
4 and 5 stations - two Spell-off Welders.
6 stations and over - three Spell-off Welders.
- 15.3.07 Journeymen will receive fifty cents (**\$0.50**) per hour above the Journeyman rate for all off-shore work.
- 15.3.08 The Steward will receive one dollar (\$1.00) per hour over the Journeyman rate for all off-shore work.
- 15.3.09 Where automatic pipe line-up or rolls are used, one of the Journeymen will handle controls.
- 15.3.10 Where helpers are used the major part of the day grinding or buffing with power tools in the line-up station, they shall be paid thirty-five cents (**\$0.35**) per hour above the regular rate.
- 15.3.11 The shift shall start at the warehouse or the quarter boat and end at the boat dock or quarter boat at shift end.
- 15.3.12 Where testing of Welders is done off-shore, time shall start at the warehouse and end at the boat dock. If the Welder passes the test, he shall be paid in accordance with Article 11. If the Welder fails the test, he shall be paid the actual number of hours which elapse from the time he leaves the warehouse until he is returned to the boat dock, with the understanding that the number of hours for which he is paid for the first twenty-four (24) hour period shall be not less than four (4) or more than thirteen (**13**), and that the rate of pay shall be the Journeyman, not the off-shore Journeyman rate. If the Welder failing the test is not returned to the boat dock during the first twenty-four (24) hour period, he shall be paid eight (**8**) hours pay at the Journeyman rate for such second and each subsequent twenty-four (24) hour period before being returned to the boat dock.
- 15.3.13 The Employer will make every effort to secure safe water transportation and adequate and safe loading and unloading facilities for men (ladder on barges, docks, lifebelts, seating for all, radar where possible).
- 15.3.14 Employees will be paid riding time on the first trip from land to quarter boat, and on the last trip from quarter boat back to dock of origin or back to dock men last left from.

- 15.3.15 It is recognized that rigging up of equipment on a lay barge that is to be used in the lining up and welding of the pipe will be done by United Association members.
- 15.3.16 At such time as the lay barge is used to set risers or make tie-ins, one Journeyman will remain on the job to make the lineup.
- 15.3.17 Board and room shall be furnished at no cost to the men, when required to live on quarter boats.
- 15.3.18 The Employer will provide crew boats for trips to shore, except when the distance to be travelled to and from shore is excessive, the Employer shall regulate time schedules and decide when crew boats will go to and from shore. If no work is done on a particular day, then men shall be paid for their full shifts unless they are brought to shore or given an opportunity to be brought to shore. In each event, they shall be paid their regular waiting time only.
- 15.3.19 The Employer will make every effort to provide daily mail service and once a week laundry service. Laundry service will be paid for by the employee.
- 15.3.20 A crew room should be made available for off duty men, with reading material, radio and television, soft drinks and cigarettes will be made available at regular prices.
- 15.4 RIVER AND BRIDGE CROSSINGS
- 15.4.01 All Welders will receive the Stringer Bead rate when running own beads and finishing welds.
- 15.4.02 One Helper will be employed for each Welder.
- 15.4.03 In addition to the Welders and their Helpers, one Journeyman and Helper will be employed.
- 15.4.04 When more than four Journeymen are employed, one of the Journeymen will act as Foreman.
- 15.4.05 It is recognized that the work of handling clamps, lining up of the pipe, and the making of joints is the work of the United Association and if additional employees are needed, they shall be employed as Journeymen or Helpers depending on what work is involved.

- 15.5 HIGHWAY RELOCATION AND SHORT LINES IN CONGESTED AREAS
- 15.5.01 On pipe over 14" in diameter, two Journeymen and a Helper will be employed in addition to the Welders and their Helpers. On pipe 14" in diameter and under, one Journeyman and one Helper will be employed in addition to the Welders and their Helpers.
- 15.5.02 When more than four Journeymen are employed, one of those Journeymen will act as Foreman.
- 15.5.03 It is recognized that the work of handling clamps, lining up of the pipe, and the making of joints is the work of the United Association and if additional employees are needed, they shall be employed as Journeymen or Helpers depending on what work is involved.
- 15.6 DOUBLE JOINTING RACKS - AUTOMATIC TYPE WELDING (Levers or Buttons)
- 15.6.01 First O.D. Head Position:
- 15.6.01.01 Two Journeymen.
- 15.6.01.02 One Welder.
- 15.6.01.03 One Helper to line up seams and to help with line-up.
- 15.6.01.04 Levers or buttons to be operated by one of the Journeymen or the Welder listed above.
- 15.6.02 Second O.D. Head Position:
- 15.6.02.01 One Welder.
- 15.6.02.02 One Helper.
- 15.6.03 I.D. Head Position:
- 15.6.03.01 One I.D. Head Welder.
- 15.6.03.02 One Helper.
- 15.6.04 The following notes apply to all double jointing racks:
- 15.6.04.01 One Spell-off Welder per rack per shift will be employed to relieve at all head positions.
- 15.6.04.02 One Patch Welder to perform utility and cut-outs and patch welds on rack. This Welder may be the Steward. In the event, however, there is more utility or cutout work than this one Patch Welder can reasonably perform during his regular shift, then another Journeyman will be employed to help with this work, or, at Employer's option, the Patch Welder will be allowed to perform the extra work after his regular shift.

- 15.6.04.03 I.D. Head Welder to receive premium pay of fifty cents (\$0.50) per hour above the Journeyman rate.
- 15.6.04.04 Helpers to roll all pipe from grinders through inspection.
- 15.6.04.05 Other Helpers to be employed as needed, depending upon the work required.
- 15.6.04.06 It is understood that all fabrication of double jointing racks, rigging them up in the field, tearing them down and moving will be done by United Association personnel.
- 15.6.04.07 Premium pay will not be paid for back welding inside the pipe on doublejointing.
- 15.6.04.08 It is recognized that the work of handling clamps, lining up of the pipe, and the making of joints is the work of the United Association and if additional employees are needed, they shall be employed as Journeymen or Helpers depending on what work is involved.

15.7 DOUBLE JOINTING IN THE FIELD

- 15.7.01 If double jointing is being performed ahead of the pipe gang, three Journeymen shall be used in addition to the regular pipe gang, or a total of eight (8) Journeymen for the entire crew on pipe over 14" in diameter, and a total of five (5) Journeymen on pipe 14" in diameter and less.
- 15.7.02 If two line-up crews are being used, one leapfrogging the other, a total of eight (8) Journeymen shall be required on pipe over 14" in diameter and five (5) Journeymen on pipe 14" in diameter and less.

15.8 PRESSURE TESTING

- 15.8.01 The fabrication and installation of manifolds and valves and the installation/removal of temporary lines shall be performed by members of the United Association.
- 15.8.02 If the Employer sets up a separate crew for pressure testing, the foreman selected by the Employer will be a member of the United Association, and one Journeyman and one Helper in addition to the Welders and their Helpers will be employed, and when the Employer requires more than one shift, one Journeyman and one

Helper in addition to the Welders and their Helpers will be employed for each shift, to assist in lining up, bevelling and testing of the lines and Welders will receive Stringer Bead rate when running their own beads and finishing welds.

15.8.03 If the Employer does not set up a separate pressure testing crew, but instead uses United Association employees doing other work to also do testing, then there shall be no requirement that Welders receive premium pay nor that an additional Journeyman be employed.

15.8.04 When pigging is performed it shall be performed by members of the United Association.

15.9 FABRICATION

15.9.01 On Mainline Pipelines of greater than 14" diameter, where a fabrication crew is set up, the following formula will be used to determine the number of Journeymen required in addition to the Welders and their Helpers:

Welders	Journeymen
1 - 4	1
5 - 9	2
10 - 12	3

This ratio to be maintained according to the number of Welders employed.

15.9.02 Premium pay will not be paid for back welding inside the pipe on fabrication work.

15.9.03 If the fabrication crew is set up as part of a mainline job and where the distance is such that the Welder Foreman is readily available, then no other Welder Foreman will be required for the fabrication crew.

15.10 ROAD BORING, CASING, AND CABLE

15.10.01 One Welder and one Helper to work on road casings where casing is to be welded.

15.10.02 Two Welders, two Helpers and one Journeyman to work on road bores where carrier pipe is being welded.

15.10.03 On other types of casing where no welding is required, one Journeyman and one Helper shall be employed.

15.10.04 It is recognized that the work of handling clamps, lining up of the pipe, and the making of joints is the work of the United Association and if

additional employees are needed, they shall be employed as Journeymen or Helpers depending on what work is involved.

- 15.11 **MICRO WIRE WELDING MACHINES**
Maintenance of micro wire welding machines from the lugs out which includes bottles and handling rolls, etc., shall be the work of the United Association and paid the Welder's rate of wages and fringe benefits. Such a Journeyman shall be employed in addition to the Welders.
- 15.12 **PREHEATING**
Preheating with oxy-acetylene torches and stress relieving shall be assigned to a Journeyman. Preheating immediately prior to welding with liquified petroleum gas and the operation of a bending mandrel shall be assigned to a Helper. Setting the heat on welding machines, hooking and unhooking of welding machines to tow tractors shall be performed by the Welder's assigned Helper.
- 15.13 **LAYING OF PIPE MADE OF MATERIAL OTHER THAN STEEL**
If the pipe to be laid is made of material other than steel, and no welding is required to be done, then the manning requirements called for in Sec. 6.1 shall not apply, but it is recognized that the work of handling clamps, lining up of the pipe, and the making of joints is the work of the United Association, and if additional employees are needed, they shall be employed as Journeymen or Helpers depending on what work is involved.
- 15.14 **AUTOMATIC WELDING**
- 15.14.01 On Mainline Pipeline jobs of greater than 14" pipe diameter, where the internal external automatic welding process is used, the Employer shall employ four (4) Journeymen and a Welder-Journeyman in addition to the Welder Foreman and the following minimum requirements:
- 15.14.01.01 One Journeyman to operate each end preparation machine and transition machine.
- 15.14.01.02 One Helper for each end preparation machine and transition machine.

- 15.14.01.03 One Journeyman and one Helper for placing of welding bands.
- 15.14.01.04 One Welder-Journeyman for each welding bug.
- 15.14.01.05 One Helper for each Welder in every welding station.

All Welder-Journeymen, Non-welder Journeymen, and Service Technician Journeymen shall receive Bead/Hot Pass rate of pay. Journeymen placing welding bands and operating the end preparation machines shall qualify for the payment for quality workmanship in accordance with 11.4. Foremen will receive the appropriate differential over the Bead/Hot Pass rate of pay when paid on an hourly basis. The removing and moving of welding bands will be assigned to a Helper or Helpers. Where the servicing and maintenance of the bugs and leads is within the control of the Employer, such work shall be assigned to members of the United Association. In the event additional stick welders are required, those automatic welders who are being terminated shall be given preference to test prior to testing of any new employee in that trade category.

- 15.14.02 Where the electronic multiple pass automatic welding process is used, the following requirements shall be met:
 - 15.14.02.01 The complete operation of all end preparation equipment requires one U.A. Journeyman for each facing machine and, depending upon the work requirements of each job, any Helpers required for the operation shall be U.A. members.
 - 15.14.02.02 On any machine used for making any or all welding passes:
 - 15.14.02.02.01 Two Journeymen Welders, one on each side of the machine, shall be assigned to handle, lineup and operate each automatic welder and its appurtenances.
 - 15.14.02.02.02 One Welder Helper shall be assigned to each Journeyman Welder.
 - 15.14.02.02.03 Premium pay of sixty cents (\$0.60) per hour above the Journeyman rate will be paid those Journeymen assigned and working on all machines.

- 15.14.03 The servicing and maintenance of the automatic welding machines, bugs and leads shall be assigned to members of the U.A. When more than four (4) Journeymen are employed as Automatic Welding Technicians, one of the Journeymen will act as working foreman, and the Employer shall employ one (1) Automatic Welding Technician Trainee from the list of trainees compiled by the Union.
- 15.14.04.01 The provisions covering the work of handling the clamps and lining up of the pipe as specified elsewhere in this Agreement shall apply.
- 15.14.04.02 Where a conflict exists between the special provisions of this Article and provisions contained elsewhere in this Agreement, the provisions of this Article shall apply.
- 15.14.05 Hooking and unhooking, as required, of pipe preparation equipment during the preparation of pipe ends for joining by any mode or method shall be done by members of the United Association.
- 15.15 HEAT TRACING, COOLING SYSTEMS OR DEMAGNETIZING OF PIPE
The installation, fabrication and servicing of heat tracing and/or cooling systems and demagnetizing of pipe shall be performed by members of the United Association.
- 15.16 CAMP STANDARDS
It is the intent of the Canadian Pipeline Camp Standards that the site installation and servicing of camp plumbing and piping systems shall be performed by qualified members of the United Association.
- 15.17 UNDERWATER WORK
When divers are used in connection with the installation of underwater piping systems within the jurisdiction of the Union such work shall be performed by members of the United Association.
- 15.18 PIPE SUPPORTS
The fabrication of metal pipe supports and the handling and installation of all pipe supports, pipe anchors and pipe guides, other than plain or

reinforced concrete, poured in place, shall be performed by members of the U.A. It is not intended that such installation shall encompass the operation of equipment or vehicles.

15.19 PREFABRICATION

When the Employer is responsible for the prefabrication or manufacturing of pipe formations, all lap joint work and refacing of flanges may be performed at the jobsite or the plant of an Employer who employs Journeymen members of the U.A. Fabricated materials herein specified are intended to mean the assembling and fabrication of all pipes and fittings, pipe bends, custom built pipe hangers, anchors and pipe supports. If the work is performed in the plant of the Employer or his Subcontractor, it shall be performed under the prevailing rates and conditions existing in such U.A. shop.

15.20 ORIGINAL ASSIGNMENT

The Employer agrees that any duplication of wording dealing with pipe supports, fabrication and underwater pipe work in any of the other three pipeline crafts' agreements, the first assignment by the contractor shall be to the United Association in accordance with Article 15.

15.21 HIGH IMPACT PROCESS

It is recognized that the preparation of pipe ends for joining, the lining up of the pipe, the handling of clamps, and the making of joints by any mode or method is the work of the United Association. When High Impact Welding process is used, the Pipe Foreman and the Welding Foreman shall supervise the crew(s) performing this function.

The work in connection with the bevelling, belling, spigotting, grinding, internal charge setup, external charge setup and stress relieving shall be the work of the United Association, which shall include Bell Preparer, Spigot Preparer, End Beveller, Joint Polisher, Internal Charge Setter, Aligner, External Charge Setter, Internal Jig Packer, External Jig Packer, Impact Technician and Stress Reliever.

15.22 MINOR PROJECTS

On work that is provided for in this Agreement that is not major mainline pipeline production work or work referred to as PMP (Pipe Maintenance Program), the provisions of 11.4 may be modified to reflect the scope of the work specific to the affected project. These modifications will be made by mutual agreement of the Association and the Local Union.

15.23 AIR DRYING AND ABSORPTION SYSTEMS

The Employer agrees that the fabrication and installation of manifolds and valves and the installation/removal of temporary lines shall be performed by members of the United Association. On all such work the Employer shall employ one (1) Journeyman in addition to the required number of helpers in the performance of such operations.

**ARTICLE 16
WORK STOPPAGES, SECONDARY BOYCOTTS,
AND JURISDICTIONAL DISPUTES**

16.1 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, 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.

**ARTICLE 17
GRIEVANCE PROCEDURE**

17.1 Where a difference arises between the Employer and the Union or a Local Union relating to the interpretation, application or administration of this Agreement or where an allegation is made that discharge of an employee is unjust or that this Agreement has been otherwise violated, the difference of opinion or dispute, including any question as to whether a matter is arbitrable, shall be resolved without stoppage of work in the following manner.

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

17.3 If the difference is not resolved within five (5) working days of the occurrence, the aggrieved party shall submit the difference and the remedy sought in writing to the Executive Director of the Association and the International Representative of the Union within sixty (60) days of occurrence, or in the case of alleged unjust discharge, within ten (10) days of occurrence. Failure to submit the difference in writing within the specified time periods shall result in the matter being deemed to be waived. The foregoing time limitations shall not apply where there has been a failure or refusal to remit employer contributions or deductions from employees as provided for in this Agreement.

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

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

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

17.6 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.

17.7 In the event that the parties do not agree to the Panel procedure or the Panel arrives at a majority decision which either party to the dispute is unwilling to accept, or the Panel is unable to arrive at a decision within the prescribed time limits, the matter shall be referred to an Arbitration Board consisting of two (2) members, one to be named by the Employer and one by the Union. These two (2) members shall choose a third member as Chairman. If either party to the dispute fails to appoint its member or if no third member 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 a person to represent the defaulting party or a third member to act as Chairman. The Arbitration Board shall meet and render its decision within fourteen (14) days, however, this time limit may be extended by mutual consent.

The decision of the majority of the Arbitration Board shall be final and binding. If there is no majority decision, then the decision of the Chairman shall constitute the decision of the Board. Each party shall bear the expense of its appointee and both parties shall share equally the expense of the Chairman.

17.8 The time limitations specified herein may be extended only by mutual agreement of the parties or by order of the Chairman of the Arbitration Board.

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

ARTICLE 18 CANADIAN PIPELINE ADVISORY COUNCIL

18.1 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 of America, together with an equal number of Officers 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 19 LIABILITY

19.1 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.

19.2 It is agreed that the Union shall not be liable for activities in violation of this Agreement by any Local Union or its officers and agents, nor shall it be subjected to claims or lawsuits relative thereto. It is further agreed that the Union, upon receipt of notice of activities of a Local Union which are in violation of this Agreement, shall make every effort to resolve the situation; provided, however, it is understood that by making such effort the Union does not thereby assume any liability whatever.

19.3 Should the Employer assign any work that rightfully belongs to the United Association to a member of another craft union, the Employer shall pay to the Union, as liquidated damages, double the man-hours (to include all wages and benefit payments contained in this Agreement) that the other craft member(s) worked on that mis-assignment of work.

ARTICLE 20 EMPLOYMENT EQUITY

20.1 The parties to this Agreement are committed to and support the implementation of Employment Equity. In jurisdictions where regulations are developed, the Employer and the Union share the obligation and responsibility to apply positive measures to ensure compliance with the required provisions.

20.2 There will be no discrimination against any employee for reasons of age, gender, race, colour or religious beliefs.

ARTICLE 21
EFFECTIVE DATE, TERMINATION,
AND RENEWAL

21.1 This Agreement shall become effective on the first day of May, A.D. 2003, and shall continue in full force and effect until the thirtieth day of April, A.D. 2007, 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.

21.2 Should either Party desire changes to this Agreement they shall give notice of such desire to the other Party not less than sixty (60) and not more than one hundred twenty (120) days prior to the thirtieth day of April, A.D. 2007, or any subsequent anniversary date.

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

21.4 If notice to negotiate is not given pursuant to this Article, then the Agreement shall remain in full force and effect yearly thereafter.

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

CONCLUDED IN WRITING at the City of Edmonton, in the Province of Alberta this 3rd day of July, A.D. 2003.

PIPE LINE CONTRACTORS ASSOCIATION OF CANADA:

Lyll A. Nash, Chairman,
National Labour Relations
Committee

Barry L. Brown,
Executive Director

**UNITED ASSOCIATION OF JOURNEYMEN AND
APPRENTICES OF THE PLUMBING AND PIPEFITTING
INDUSTRY OF THE UNITED STATES AND CANADA:**

M. A. Grenier
Director of Canadian Affairs

G. Bentley
International Representative

B. Strong
International Representative

B. M. Tozer
International Representative

M. Zangari
International Representative

I. Anderson
Special Representative

G. Morin
Special Representative

**LOCAL UNIONS HAVING TERRITORIAL JURISDICTION
OVER PIPELINE WORK IN CANADA:**

Local 170

Local 254

Local 488

Local 628

Local 663

Local 144

Local 46

Local 740

Local 56

MEMORANDUM OF UNDERSTANDING

In recognition of and in compliance with the provisions of Ontario Bill 162, the parties agree to apply the following procedure in ensuring the required funding of the Union Health and Welfare Plans and Pension Plan.

- (a) Each individual Plan will be subject to an actuarial audit to determine the appropriate hourly contribution to fund the continuation of Health and Welfare and Pension benefits stipulated in Ontario Bill 162.
- (b) The auditor's actuarial report and subsequent claims experience will determine the hourly contribution required to fund the Plans. In the event continuation of benefit coverage becomes funded through government taxation or any other method, the hourly contribution will cease and all reference will be removed from this Agreement.

PIPE LINE CONTRACTORS ASSOCIATION OF CANADA:

Lyal A. Nash

Barry L. Brown

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA:

Michel A. Grenier

Jim Hogarth

Ron Giardetti

Ross Tius

SCHEDULE A

**PIPE LINE CONTRACTORS
ASSOCIATION OF CANADA**

BARRY L. BROWN, Executive Director
Suite 201, 1075 North Service Rd. W. Oakville, ON L6M 2G2
(905) 847-9383 Fax: (905) 847-7824

JAY D. CORDER, Assistant Executive Director
Suite 201, 1075 North Service Rd. W. Oakville, ON L6M 2G2
(905) 847-9383 Fax: (905) 847-7824

MAINLINE LABOUR COMMITTEE:

LYALL A. NASH, Chairman, Nat'l. Labour Relations Committee
Marine Pipeline Construction of Canada Company
5120 - 6 Street N.E., Calgary, AB T2K 4W5

PETER BARKMAN
O. J. Pipelines Canada
1409 - 4 Street, Nisku, AB T9E 7M9

GARNET CORBIN
Pe Ben Industries Co. Ltd.
P.O. Box 5805, Stn. L, Edmonton, AB T6C 4G3

NICK J. DE KONING
Robert B. Somerville (Div. of Robert McAlpine Ltd.)
13176 Dufferin Street, King City, ON LOG 1K0

JAMES S. TOPPING
Banister Pipeline Construction Company
PO Box 4947, Edmonton, AB T6E 5G8

KEVIN WASCHUK
Waschuk Pipe Line Construction Ltd.
P.O. Box 5011, Red Deer, AB T4N 6A1

**EMPLOYERS BOUND BY THE
UNITED ASSOCIATION
PIPELINE AGREEMENTS FOR CANADA**

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

ALBERTA

By Registration:

Abco Supply & Service Ltd.
Aecon Civil & Utilities
Alberta Mobile Air Compression Services
Antagon Pipelines Company Ltd.
A.S.A. Construction Ltd.
Atlantic Pipeline Resources Inc.
Banister Majestic Inc.
Banister Pipeline Construction Company
Banister Pipelines Inc.
Bechtel Canada Limited
BFC Industrial - Nicholls Radtke
BFC Pipelines
BFC Utilities
Bolder Concrete Ltd.
Canadian Subaqueous Pipelines Ltd.
Canapipe Construction Ltd.
Capco Environmental & Hydrostatic Testing Inc
Carbrook Contracting Ltd.
Carmax Truck Lines Ltd.
Cedar Mechanical Co. Ltd.
Chancellor Industrial Construction Ltd.
Chinook Construction & Engineering Ltd
Cliffside Pipelayers Ltd.
Consamar Inc.
Consbec Inc.
Continental Electric Ltd.
Coolsaet Pipeline Ltd.
Dillingham Construction Ltd.
Dresser Industries Inc. - Dresser Titan Div.
Dynasty Pipeline Ltd.
Eveready Industrial Services Limited
Flint Energy Services Ltd.

Formac Pumping Services Limited
Geleman Enterprises Ltd.
Genstar Construction Limited
Global Air Drilling Services Ltd.
Hat Pipeline Contractors (2000) Ltd.
H.C. Price of Canada Ltd.
Henuset Pipeline Constr. Ltd.
Interpro Contractors Ltd.
J.L. Cox & Son, Inc.
Junior Service & Repair Ltd.
K-R-M Construction
Kana Oilfield Services Ltd.
Kaps Transport Ltd.
Kevin MacDonald Welding Ltd.
Kiewit Pipeline Ltd.
Kordyban Transport (1980) Ltd.
Kuntz and Sanderson Welding Ltd.
Lackie Pipestringing Ltd.
Leonard Pipeline Contractors Ltd.
Long Branch Contractors Ltd.
Loram International Ltd.
Lorenzo Environmental Contractors Ltd.
Louisbourg Pipelines Inc.
McCaws Drilling & Blasting Ltd.
Majestic Contractors Limited
Mannix Co. Ltd.
Marine Pipeline Construction of Canada (1993)
MHG International Ltd.
Mi-Pal Holdings Ltd.
Milbar Hydro-Test Ltd.
National Caterers Ltd.
New-Ven Pumping Services 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
Pipecote Services Limited
Plains-Pacific Construction Inc.
PPC Prairie Pipeline Contractors Ltd.
Premay Pipeline Hauling Ltd.
Premier Murphy - A Joint Venture
Robert B. Somerville
ROK Pipeline Inc.
Romieke Pipeline Welding & Fabrication Ltd.
Ron May Trucking and Excavating Ltd.
RPA Contracting Ltd.
Sartori & Son Company Limited
Seggow Construction & Clearing Ltd.
Sie-Mac Heavy Haulers Ltd.
Spear Construction Inc.
Spie Construction Inc.
Steen Pipelines
Square M Construction Limited
Stringtest Pipelines Inc.
Sulcon Pipeline Weights Ltd.
Summit Pipeline Services Ltd.
Supernal Welding and Consulting Ltd.
Torcline Corporation
Totran Transport Ltd.
Transline Ltd.
True Test Pipeline Services
Tucker Pipelines Limited
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.
Lafarge Canada
Loram International Ltd.
Marine Pipeline Construction of Canada (1993)
Pat McNulty Limited
Pashco Blasting Ltd.
Pe Ben Industries Company Ltd.
Procan Industries Ltd.
RPA Contracting Ltd.
Tótran Transport Ltd.
V.R. Price Welding & Mechanical Ltd.

By Appointment:

Abco Supply & Service Ltd.
Aecon Civil & Utilities
A.S.A. Construction Ltd.
Atlantic Pipeline Resources Inc.
Banister Pipeline Construction Company
Banister Pipelines Inc.
BFC Industrial - Nicholls Radtke
BFC Pipelines
BFC Utilities
Bolder Concrete Ltd.
Capco Environmental & Hydrostatic Testing Inc
Chancellor Industrial Construction Ltd.
Consamar Inc.
Continental Electric Ltd.
Coolsaet Pipeline Ltd.
Dillingham Construction Ltd.
Flint Energy Services Ltd.
Formac Pumping Services Limited
Global Air Drilling Services Ltd.
J.L. Cox & Son. Inc.
Kana Oilfield Services Ltd.
Kevin MacDonald Welding Ltd.
Kiewit Pipeline Ltd.
Kordyban Transport (1980) Ltd.
Lackie Pipestringing Ltd.

Lafarge Construction Materials
Louisbourg Pipelines Inc.
Marine Pipeline Construction of Canada (1993)
National Caterers Ltd.
Nor-Pipe Construction Limited
O.E. Hamlyn Drillers Limited
O.J. Pipelines Canada
O.J. Pipelines Corp.
Pashco Blasting Ltd.
Pe Ben Industries Company Ltd.
Pe Ben Pipelines (1979) Ltd.
Pentzien Canada, Inc.
Premay Pipeline Hauling Ltd.
Premier Murphy - A Joint Venture
Robert B. Somerville
ROK Pipeline Inc.
RPA Contracting Ltd.
R. W. Patton Limited Excavating
Sartori & Son Company Limited
Spie Construction Inc.
Steen Pipelines
Stringtest Pipelines Inc.
Summit Pipeline Services Ltd.
Supernal Welding and Consulting Ltd.
Torchline Corporation
Transline Ltd.
True Test Pipeline Services
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:

Abco Supply & Service Ltd.
Aecon Civil & Utilities
A.S.A. Construction Ltd.
Atlantic Pipeline Resources Inc.
Banister Pipeline Construction Company
Banister Pipelines Inc.
BFC Industrial - Nicholls Radtke
BFC Pipelines
BFC Utilities

Bolder Concrete Ltd.
Capco Environmental & Hydrostatic Testing Inc.
Chancellor Industrial Construction Ltd.
Consamar Inc.
Continental Electric Ltd.
Coolsaet Pipeline Ltd.
D. W. Sartori Contracting Ltd.
Dillingham Construction Ltd.
Formac Pumping Services Limited
Global Air Drilling Services Ltd.
J.L. Cox & Son, Inc.
Kana Oilfield Services Ltd.
Kevin MacDonald Welding Ltd.
Kiewit Pipeline Ltd.
Kordyban Transport (1980) Ltd.
Lafarge Construction Materials
Louisbourg Pipelines Inc.
Marine Pipeline Construction of Canada (1993)
National Caterers Ltd.
Nor-Pipe Construction Limited
O.E. Hamlyn Drillers Limited
O.J. Pipelines Canada
O.J. Pipelines Corp.
Pashco Blasting Ltd.
Pe Ben Industries Company Ltd.
Pe Ben Pipelines (1979) Ltd.
Pentzien Canada, Inc.
Premay Pipeline Hauling Ltd.
Premier Murphy - A Joint Venture
Robert B. Somerville
ROK Pipeline Inc.
RPA Contracting Ltd.
Sartori & Son Company Limited
Spie Construction Inc.
Steen Pipelines
Stringtest Pipelines Inc.
Summit Pipeline Services Ltd.
Supernal Welding and Consulting Ltd.
Torchline Corporation
True Test Pipeline Services
T.W. Johnstone Company Limited
Universal Pipe Line Enterprises Ltd.
Venture Utility Contractors Limited
Waschuk Pipe Line Construction Ltd.

ONTARIO

By Accreditation:

Abco Supply & Service Ltd.
Aecon Civil & Utilities
Alberta Mobile Air Compression Services
Antagon Pipelines Company Ltd.
A.S.A. Construction Ltd.
Atlantic Pipeline Resources Inc.
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.
Capco Environmental & Hydrostatic Testing Inc.
Chancellor Industrial Construction Ltd.
Clement Utility Contractors
Cliffside Utility Contractors
Con-Elco Ltd.
Consamar Inc.
Consbec Inc.
Continental Electric Ltd.
Coolsaet Pipeline Ltd.
C.S.I. Hydrostatic Testers
Dillingham Construction Ltd.
D.W. Sartori Contracting Company (1985) Ltd.
Formac Pumping Services Limited
General Pipeline Contractors Limited
G.M. Gest Inc.
Global Air Drilling Services Ltd.
H.B. Contracting Ltd.
H.C. Price of Canada Ltd.
Huron Pipelines Limited
Inter-Provincial Construction Limited
J.L. Cox & Son, Inc.
John Vail Pipeline Contractors
Joyce-Leonard Canada Ltd.
J.W. Cain Limited
Kana Oilfield Services Ltd.
Kel-Gor Limited
Kevin MacDonald Welding Ltd.

Kiewit Pipeline Ltd.
Kordyban Transport (1980) Ltd.
Lackie Pipestringing Ltd.
LamSar Mechanical Contractors Ltd.
Lakeland Pipelines Ltd.
Leonard Pipeline Contractors Ltd.
Link-Line Contractors Ltd.
L.M. Welter Ltd.
Loram International Ltd.
Louisbourg Pipelines Inc.
Majestic Contractors Limited
Mannix Co. Ltd.
Marine Pipeline Construction of Canada Company
Matthews Pipeline Ltd.
McCaws Drilling & Blasting Ltd.
McDace Limited
MHG International Ltd.
Milbar Hydro-Test Ltd.
Mortele Cove Lumley Ltd.
National Caterers Ltd.
New-Ven Pumping Services Ltd.
Nicholls-Radtke & Associates Limited
Nor-Pipe Construction Limited
Northern Construction Company Ltd.
O.E. Hamlyn Drillers Limited
O.J. Pipelines Canada
O.J. Pipelines Corp.
Pan Cana Associated Contractors Ltd.
Pashco Blasting Ltd.
Pat McNulty Co. Ltd.
Pe Ben Industries Company Ltd.
Pe Ben Pipelines (1979) Ltd.
Penrow Pipelines Construction Ltd.
Pentzien Canada, Inc.
Permanent Concrete
Permanent Lafarge
Premay Pipeline Hauling Ltd.
Premier Murphy - A Joint Venture
Premier Pipelines Limited
Rhucon (1988) Inc.
R.L. Coolsaet of Canada Ltd.
Robert B. Somerville Co. Limited
Robert Christoph
Robert J. Fierheller
ROK Pipeline Inc.

RPA Contracting Ltd.
Sartori & Son Company Limited
Sombra Welding Limited
Spie Construction Inc.
Steen Pipelines
Stringtest Pipelines Ltd.
Summit Pipeline Services Ltd.
Superior Pipeline Contractors Ltd.
Supernal Welding and Consulting Ltd
True Test Pipeline Services
T.W. Johnstone Company Limited
Universal Pipe Line Enterprises Ltd.
Waschuk Pipe Line Construction Ltd.
Waynco Ltd.
Wiley Oilfield Hauling Ltd.
Williams Pressure Service Ltd.

SASKATCHEWAN

By Designation:

Abco Supply & Service Ltd.
Aecon Civil & Utilities
A.S.A. Construction Ltd.
Atlantic Pipeline Resources Inc.
Banister Majestic Inc.
Banister Pipeline Construction Company
Banister Pipelines Inc.
BFC Industrial - Nicholls Radtke
BFC Pipelines
BFC Utilities
Bolder Concrete Ltd.
Capco Environmental & Hydrostatic Testing Inc
Chancellor Industrial Construction Ltd.
Cliffside Utility Contractors
Consamar Inc.
Continental Electric Ltd.
Dillingham Construction Ltd.
Formac Pumping Services Limited
Global Air Drilling Services Ltd.
Hat Pipeline Construction
Heritage Pipeline Construction Prairies Limited
J.L. Cox & Son, Inc.
Kana Oilfield Services Ltd.
Kevin MacDonald Welding Ltd.
Kiewit Pipeline Ltd.
Korbyban Transport (1980) Ltd.

Lackie Pipestringing Ltd.
Louisbourg Pipelines Inc.
Majestic Contractors Limited
Marine Pipeline Construction of Canada (1993)
National Caterers Ltd.
Nor-Pipe Construction Limited
O.E. Hamlyn Drillers Limited
O.J. Pipelines Canada
Pashco Blasting Ltd.
Pe Ben Industries Company Ltd.
Pe Ben Pipelines (1979) Ltd.
Pentzien Canada, Inc.
Permanent Lafarge
Prairie Pipeline Contractors Ltd.
Premay Pipeline Hauling Ltd.
Premier Murphy - A Joint Venture
Rattler Resources Ltd.
R.L. Coolsaet of Canada Ltd.
Robert B. Somerville Co. Limited
ROK Pipeline Inc.
RPA Contracting Ltd.
Sartori & Son Company Limited
Spie Construction Inc.
Steen Pipelines
Stringtest Pipelines Inc.
Summit Pipeline Services Ltd.
Supernal Welding and Consulting Ltd.
Torchline Corporation
True Test Pipeline Services
T.W. Johnstone Company Limited
Universal Pipe Line Enterprises Ltd.
Waschuk Pipe Line Construction Ltd.

SCHEDULE B
UNITED ASSOCIATION OF JOURNEYMEN AND
APPRENTICES OF THE PLUMBING AND PIPEFITTING
INDUSTRY OF THE UNITED STATES AND CANADA

MICHEL A. GRENIER

Vice President & Director of Canadian Affairs
#600, 225 Metcalfe Street, Ottawa, ON K2P 1P9
(613) 565-1100 Fax: (613) 565-1200

JOHN TELFORD

Special Representative
#600, 225 Metcalfe Street, Ottawa, ON K2P 1P9
(613) 565-1100 Fax: (613) 565-1200

GERALDBENTLEY

International Representative
14, 134 South Bridge Dr., Winnipeg, MB R2J 4E1
(204) 256-4535 Fax: (204) 253-0641

BRYAN STRONG

International Representative
18 Geneva Crescent, St. Albert, AB T8N 0Z4
(780) 458-0897 Fax: (780) 458-8795

MIKE ZANGARI

International Representative
P.O. Box 2336, Sudbury, ON P3A 4S8
(705) 560-0882 Fax: (705) 560-7472

BUDROW TOZER

International Representative
P.O. Box 454, Miramichi, NB E1V 3M6
(506) 836-1812 Fax: (506) 836-1813

IRVIN ANDERSON

Special Representative
7-841 Sydney Street, Suite 415, Cornwall, ON K6H 7L2
(613) 938-0902 Fax: (613) 933-0204

GINO MORIN

Special Representative
#406, 6830 Blvd. des Rosaries, Anjou, QC H1M 3T3
(514) 354-3612 Fax: (514) 354-9957

LOCAL UNIONS WITH PIPELINE JURISDICTION *
(See map for geographical jurisdictional areas.)

Local 170

JOE SHAYLER, Business Manager
3876 Norland Ave., Burnaby, BC V5G 3S8
(604) 294-0444 Fax: (604) 298-6267

Local 488

ROB KINSEY, Business Manager
16214 - 118 Ave., Edmonton, AB T5V 1M6
(403) 452-7080 Fax: (403) 452-1291

Local 254

JOHN MOORE, Business Manager
34 Higgins Ave., Winnipeg, MB R3B 0A5
(204) 947-0497 Fax: (204) 947-1512

Local 628

RON GIARDETTI, Business Manager
959 Alloy Dr., Thunder Bay, ON P7B 5W4
(807) 623-1041 Fax: (807) 623-0403

Local 46

JIM HOGARTH, Business Manager
936 Warden Avenue, Scarborough, ON M1L 4C9
(416) 759-6791 Fax: (416) 759-7346

Local 663

ROSS TIUS, Business Manager
1151 Confederation St., Sarnia, ON N7S 3Y5
(519) 337-6569 Fax: (519) 332-3054

Local 144

GERARD CYR, Business Manager
9735 St. Laurent Blvd., Montreal, QC H3L 2N4
(514) 385-1171 Fax: (514) 385-1173

Local 740

STAN DALTON, Business Manager

48 Sagona Ave., Donovan Ind. Park, St. John's, NF A1C 5J2

(709) 747-2249

Fax: (709) 747-0364

Local 56

MEL MacINTYRE, Business Manager

30 Neptune Crescent, Dartmouth, NS B2Y 4R8

(902) 466-9920

Fax: (902) 466-2368

**UNITED ASSOCIATION MAINLINE PIPELINE
AGREEMENT FOR CANADA**

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