

Am.
7/05/01
73 04 30
700
Dk.

OPERATING ENGINEERS PIPELINE AGREEMENT FOR CANADA

OPERATORS

BETWEEN

THE PIPE LINE CONTRACTORS
ASSOCIATION OF CANADA

AND

THE INTERNATIONAL UNION
OF OPERATING ENGINEERS



027/1605

**OPERATING ENGINEERS
MAINLINE PIPELINE
AGREEMENT
FOR CANADA**

1991 - 1993

**OPERATING ENGINEERS MAINLINE PIPELINE
AGREEMENT FOR CANADA
1991 - 1993**

TABLE OF CONTENTS

	<u>Page</u>
Article I: Coverage and Definitions	1
Article U: Scope of Work	6
Article III: Recognition and Security	9
Article IV: Job Notification and Enforcement	12
Article V: Hiring Procedure	13
Article VI: Working Rules	15
Article V U: Wage Rates and Classifications	18
Article VIII: Employer Contributions	18
Article IX: Overtime and Holiday Pay	20
Article X: Warehouse and Travel	21
Article XI: Reporting and Call Back Time	22
Article XII: Waiting Time	23
Article XIII: Work Stoppages, Secondary Boycotts, and Jurisdictional Disputes	25
Article XIV: Grievance Procedure	25
Article XV: Canadian Pipeline Advisory Council	27
Article XVI: Liability	28
Article XVII: Effective Date, Termination and Renewal	28
Schedule A: Employers Bound by the Operating Engineers Pipeline Agreements for Canada	31
Schedule B: Operating Engineers' Representatives	39
Schedule C: Special Memorandum for Mainline	43
Appendix 1: British Columbia & Yukon Territory	45
Appendix 2: Alberta, Saskatchewan, Manitoba, & Northwest Territories	49
Appendix 3: Ontario	51
Appendix 4: Atlantic Canada	53

OPERATING ENGINEERS MAINLINE
PIPELINE AGREEMENT FOR CANADA

AGREEMENT made this **first** day of May, A. D., **1991**.

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 m y** 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:

INTERNATIONAL UNION OF OPERATING ENGINEERS (hereinafter referred to as the "Union") and its **Local Unions** having pipeline jurisdiction in Canada as identified in Schedule B attached hereto (hereinafter referred to as the "Local Union").

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 I
COVERAGE AND DEFINITIONS

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

- A. MAINLINE PIPELINE shall include:
1. Cross-country pipelines including portions of such pipelines within private property boundaries which are an integral part of the pipeline system.
 2. Pipelines to or from storage facilities.
 3. Pipelines constructed as underground cable conduits from originating plant terminals to town border stations.
 4. Pipelines transporting water or slurries for the purpose of flood and repressuring systems, 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.
- B. EXCLUSIONS from the coverage of this Agreement shall be:
1. Distribution systems as defined in and covered by the Operating Engineers Distribution Systems Agreement for Canada.
 2. Such pipeline installation, repair, maintenance, replacement or reconditioning more particularly and usually defined as Industrial, Commercial, Institutional or Building Construction as may not be combined with or comprising an integral part of pipeline construction.
 3. The Employer recognizes that the work excluded above is covered by other agreements and agrees to be bound by the applicable Union agreement on any such work.
- C. DEFINITIONS of terms contained in and for purposes of this Agreement shall include:
1. "First metering station or connection" means that point which divides mainline transmission lines or higher pressure lateral and branch lines from lower pressure distribution systems. If a metering station or connection is located on a mainline transmission line, then the mainline pipeline construction includes the construction of all pipelines up to the point at

which the **lower** pressure distribution systems take **off** from higher **pressure** lateral and branch lines.

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

3. "Apprentice Operator" means any person employed as a spotter, oiler, mechanic's helper, equipment repair welder's helper, **serviceman's** helper, boring machine apprentice or to operate equipment **as** follows:

Air compressors **of** under 300 C.F.M. capacity; pumps **of up to** 4 inch diameter; heat induction coil on field coating.

4. "Intermediate Operator" means any person employed as a **greaser [on rack]**, bit grinder, tire serviceman, fourth class steam **engineer**, or to operate equipment **as** follows:

Tow tractors; dope pots; water heaters; air compressors of 300 C.F.M. capacity or greater; **pumps** of 4 inch diameter or larger; dope culling machines; line travel **preheaters**; power boats up **to** 225 H.P., water taxis, **swamp** vehicles (when used **for work other than** transportation); **pipe** padding styrofoam pump; rubber-tired **farm tractors** with **any** attachments; tractors with 4 wheel drive, 6 wheel **drive**, and 8 wheel drive (when used far work other than transportation).

5. "Principal Operator" means any person employed as a mechanic, welder, drill doctor, bodyman, **third** class steam engineer (and above), or to operate **equipment as** follows:

(i) Group I:

Trenching machines; boom tractors (except as below); backfillers; bending machines; cleaning, doping, taping, and wrapping machines; mechanical pipe coating **equipment**; bulldozers; backhoes; draglines; clams; cranes; shovels; **gradalls**; bead and hot **pass tractors**; boring machines; **tractor** scrapers; motor **scrapers**; **motor** patrols or graders; forklifts; loaders; lubrication and service units; power mounted drills; skidders with attachments; pipe or ditch padding machines; hot line excavating machines; directional drilling machines; feller bunchers; hydro **axes**; dual purpose vehicles;

pumps over 6 inch diameter and compressors over 600 C.F.M. when used in hydrostatic testing; batch plants; power boats over 225 H.P., and water taxi or any person employed as a helicopter pilot, diver and/or hovercraft operator (when employed on the Employer's payroll to perform work coming within the jurisdiction of the Union).

- (ii) Group II:
Boom tractors supporting welding enclosures; end preparation machines; transition machines; water pumps or rock drills.
6. "Spotter" means any person employed to assist a Principal Operator in the spotting, placing, maintenance or cleaning of equipment other than equipment listed in 20 below.
7. "Apprentice Engineers" shall consist of trainees on mainline pipelines who shall work under the supervision of a Principal Operator. Trainees may be employed as oilers, mechanic's helpers, serviceman's helpers or as spotters with boom tractors, bending machines, power mounted drills, bulldozers or boring machines in such manner as agreed at the Pre-job Conference. The Employer shall employ at least one (1) Apprentice Engineer, and effective May 1, 1992, at least two (2) Apprentice Engineers, who shall be given ample opportunity to operate under the supervision of a Principal Operator whenever circumstances permit. Where the Local Union has established a joint training plan, Apprentice Engineers shall be hired in accordance with the procedures established by the joint training committee.
8. "Mechanic's Helper" means any person employed to assist a mechanic in the maintenance and repair of the equipment referred to herein.
9. "Lubrication and Service Unit Operator" means any person employed to service the equipment referred to herein and to operate the unit provided for that purpose.
10. "Dope Pot Fireman" means any person employed to operate a power agitated dope pot or kettle.
11. "Bead or Hot Pass Tractor" means either a crawler or rubber tired tractor including swamp type vehicles used for conveyance of bead and/or hot pass generators.

12. "Greaser" means any person employed at a "rack" to service vehicles.
13. "Dual Purpose Vehicle" means A-frames, gin poles, winch trucks, or other vehicles with hoisting equipment when used to hoist, lower or erect material or to transport suspended loads.
14. "Apprentice Mechanic" shall be employed in accordance with provincial governmental regulations or my joint labour-management apprenticeship plan acceptable to the Association. On Mainline pipeline jobs at least one Apprentice Mechanic indentured under the applicable apprenticeship and tradesmen's qualification legislation shall be employed.
15. "Drill Doctor" means a person employed to maintain and repair drills and sharpen bits.
16. "Bit Grinder" means a person employed exclusively to sharpen bits by grinding.
17. "PowerMounted Drill" means a drilling unit where the prime mover is an integral part of the drill.
18. "Hot Work" means the excavating to expose or the cradling for cutting and welding of all pressurized or operating mainline pipelines containing or having contained hazardous materials so that the rupturing, cutting or welding of the pipe may result in fire, explosion or violent release of pressure, but not including such lines which have been purged with air movers, water or other acceptable methods.
19. "Serviceman's Helper" means any person employed to assist a Lubrication and Service Unit operator in the servicing of the equipment referred to herein and the operation of the unit provided for that purpose.
20. "Oiler" means a person employed to oil, grease, clean and assist the operator of and who shall be employed on the following types of equipment on mainline pipelines: trenching machines, draglines, shovels, backhoes, clams, cranes, gradalls, non-auger type backfilling machines and similar type equipment. The work of the oiler may include the hooking and unhooking of weights.

21. "Underwater Work" - When divers, tendermen, and deckhands are used in connection with the installation of underwater piping systems within the jurisdiction of the Union such work shall be performed by members of the International Union of Operating Engineers.

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

ARTICLE II SCOPE OF WORK

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

5/1
B. All work covered by this Agreement shall be done under and in accordance with the terms and conditions of this Agreement whether done by the Employer and/or any and all sub-contractors. The Employer will engage those subcontractors who employ only members of the Union, or who shall hire members of the Union for the performance of the subcontract. The Employer shall be responsible for enforcing the wages and conditions of this Agreement on the subcontractor(s).

C. Owner-operated and manned rented equipment shall in no way be used to circumvent the intentions and provisions of this Agreement. When an owner-operator performs work for which he has been engaged and he works beyond three (3) working days he shall thereafter become an employee and be entitled to all of the provisions of this Agreement. All rental equipment shall be rented without operators, mechanics or servicemen, (excluding warranty service or inspection) unless the equipment owner is signatory to an agreement with the Local Union. Owner operators shall not include any mechanic, welder, serviceman, apprentice or any person who actually owns and/or provides more than one (1) machine listed within the classifications in this Agreement.

D. The work coming under the jurisdiction of the Union and covered by the terms of this Agreement includes all work performed by employees of the Employer engaged in the loading, unloading, repair, assembly, rigging, disassembly, cleaning, sandblasting, and operation of pipeline equipment referred to herein and other power operated equipment coming within the jurisdiction of the Union and utilized on pipeline construction. It is agreed that all dredging work and all work related thereto performed within the scope of this Agreement is recognized as the sole jurisdiction of the Union.

Notwithstanding the foregoing, the Employer shall, with respect to permanent repair shops, be entitled to operate under either:

1. A new shop agreement to be entered into with the Union or Local Union, or
2. Any shop agreement existing with the Local Union within the local vicinity of the permanent repair shop.

E. In connection with any job and at any time whatsoever, either prior to, during, or following completion of such job, if any individual Employer pays in excess of the wages or conditions of employment provided for in the Pipeline Agreement for Canada with any other Union in the form of extra money, extra hours, extra travel or standby time or in the form of a bonus by any subterfuge, then such individual Employer shall be required to pay in like manner additional compensation to all employees covered by this Agreement for the duration of such job. Any profit-sharing, retirement or pension plan which an individual Employer may have established and which has not been set up for one particular job shall not be considered an excess payment or bonus. Where it is established that such excess as defined above is being or has been paid by the Employer, and the Employer has refused to make the required adjustment to all employees covered by this Agreement, the Local Union shall notify the Association seventy-two (72) hours prior to taking economic action against the Employer to enforce this provision and any economic action taken will not be considered to be a violation of this Agreement.

Notwithstanding the above, it is hereby recognized that in the case of drilling and blasting or timber felling there is an historical precedent to make incentive payments to employees based on production and it is therefore agreed that any individual Employer or Sub-contractor performing drilling or blasting operations or timber felling operations shall have the right, in his absolute

discretion, to make incentive payments based on production and any such payments made shall not create an obligation on or give any right to any other individual employer to make similar payments. The manner in which such incentive payment is to be made shall be declared by the Employer or Sub-contractor at the Pre-job Conference.

F. 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 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 XIV G. Any hourly wage rate established shall become effective on the date upon which notice is given to commence negotiations.

G. 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.

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

I. If, for any reason peculiar to a given geographical area, this Agreement requires amendment, the Union and the Local Union having jurisdiction in such area shall be entitled to enter into a memorandum with the Association giving effect to such amendment and any such memorandum shall not be construed as a breach of this Agreement.

J. If any provision of this Agreement is in conflict with the laws or regulations of Canada, or any province or territory in which work is to be performed, such provision shall be superseded by such law or regulation. Unless prohibited from doing so by such law or regulation, or by a ruling of any court or board of competent jurisdiction which has declared any provision of this Agreement invalid or inoperative, the Association and the Union, within fifteen (15) days notice of either upon the other, shall commence negoti-

5-27-91

ations, ~~the sole and~~ restricted purpose of which shall be to provide adequate legal ~~replacement~~ of such provision. In the event that such negotiations do not result in agreement ~~upon a~~ legal replacement for such provision within ~~seven (7)~~ days of commencement of negotiations, or such longer period ~~as~~ may be mutually agreed between ~~the parties~~, the matter shall be resolved in accordance with Article XIV G.

ARTICLE III
RECOGNITION AND SECURITY

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

B. ~~The~~ Employer shall have ~~the~~ right to discharge ~~men~~ for just cause. ~~The~~ Employer, if requested by ~~the~~ Local Union, shall provide a termination slip which shall state ~~the~~ reasons for discharge or lay-off ~~occurring~~ prior to job completion and whether ~~the~~ employee is eligible for rehire.

Per p. 24 C. 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. Acceptance into membership shall be entirely at the discretion of the Local union.~~

D. ~~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. ~~The said dues shall be deducted from all employees who work five (5) days and/or forty (40) hours in a calendar month.~~ *2/1*

E. ~~As~~ a condition of 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. ~~In the event that a~~ member in good standing of ~~the~~ Union is employed as a ~~Foreman~~ or in ~~some~~ other capacity not covered by ~~the~~ terms and conditions of this Agreement ~~the~~ Employer, upon receipt of ~~the~~ proper authorization form signed by such member, shall deduct working dues, initiation ~~fees~~ and ~~assessments~~ from ~~the~~ member's pay for ~~the~~ number of hours ~~the~~ Employer declared at ~~the~~ Pre-job Conference as ~~the~~ normal work week.

F. All dues, fees and assessments so deducted shall be remitted to the Local Union not later than the fifteenth (15th) of the month following, together with a list showing the amount deducted for each employee.

G. The Local Union shall select one of its Members who shall be recognized as Job Steward. If the Steward selected by the Union is objected to by the Employer for a valid reason, the Union shall select another Steward to whom the Employer has no reasonable objection. The Steward shall perform his duties the same as any other employee and shall not be discharged for Union activities. The Steward shall be allowed a reasonable amount of time during the working hours to perform the work of the Union but shall not abuse that privilege. Where circumstances warrant, additional Job Stewards to perform the work of the Union on remove segments of a Mainline Pipeline Construction job, shall be agreed upon between the Employer and the Union at the Pre-job Conference or by subsequent arrangement. Where on a loop line construction or extended projects, crews are working out of separate warehouses or marshalling points, the Union shall have the right to appoint an additional Steward for and during the continuation of operations out of each separate warehouse or marshalling point. There shall be no non-working Steward or Stewards. The Job Steward shall be notified of any disciplinary warning given to any employee.

H. The Job Steward shall be one of the first hired and shall be the last employee laid off in his classification provided he is competent to perform the work to be completed. On mainline pipeline jobs, the Job Steward shall be paid for the same number of hours worked by the clearing, grade, ditch, wrapping, lowering-in, tie-in, or cleanup crew, 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. These provisions do not apply to any additional Job Stewards selected to perform the work of the Union on remote segments of a mainline pipeline construction job. The Local Union shall be notified prior to the termination of any Steward. Upon request, the Employer shall submit to the Union or the Job Steward a record of all Operating Engineers, listing Social Insurance Number, classification, Local Union number, and date of lay-off or termination.

2/4

I. 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.

J. The Employer, upon receipt of written notice and reasons from the Local Union, shall discharge forthwith any employee who, as determined by the Local Union in its sole discretion, ceases to be a member in good standing of the Union upon suitable replacement being made available at the jobsite by the Local Union. Any such replacement shall be entitled to the travel allowances in accordance with Article X G.

K. In the event of lay-offs, the following procedure shall prevail by crew:

First laid off - non-members and/or applicants for membership;

Second laid off - members of other Locals, other than those hired under the provisions of Article V.A.1 and 2;

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

L. The Union recognizes the Association as exclusive collective bargaining agent for those Employers with whom the Union or any of its Local Unions have established or may establish a bargaining relationship with respect to any and all work defined in Article I hereof.

M. The Union will file promptly with the Association a copy of any Collective Agreement, in the form adopted by the Canadian Pipeline Advisory Council, or any letter of agreement/recognition signed by an Employer and the Union or any of its Local Unions with respect to any and all work defined in Article I hereof.

N. The Association, as exclusive bargaining agent for the Employer, shall co-operate with and support the Union in any initiative to institute multi-employer certification and the Union shall co-operate with and support the Association in any application for accreditation, designation or registration where such is provided for by law.

O. It is recognized that traditionally all work relating to pipeline construction, as defined in Article I hereof, comes solely within the trade jurisdiction of four (4) International Unions, commonly

referred to as the "pipeline craft unions" namely: the Laborers International Union of North America; the International Union of Operating Engineers; the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America; and the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada. The recognition of this historical precedent is hereby re-affirmed.

P. Except as otherwise provided, it is the intent and purpose of the parties hereto that all of the terms and conditions of employment for work covered by this Agreement shall be set out herein, and that neither the Union nor any representative thereof shall demand of any individual contractor any wages, hours or other terms and conditions of employment not specified herein, nor shall any individual Employer or representative thereof offer any wages, hours or other terms and conditions of employment not specified herein.

ARTICLE IV JOB NOTIFICATION AND ENFORCEMENT

A. The Employer shall forward a job notification to the appropriate International Union Representative designated by the Union for the area involved and a copy for 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.

B. The Employer and the Local Union shall hold a Pre-job Conference before the start of the job, and the Local Union's representative at such conference shall be authorized by the Local Union to represent the Local Union for the entire area covered by the job within the territorial jurisdiction of the Local Union. The purpose of the Pre-job Conference shall be to define those matters outlined in the Pre-job Conference Report which is attached to this Agreement as Addendum B, but not including the changing of any of the conditions of this Agreement nor any interpretation of any of its clauses; it being agreed that any interpretation of this Agreement shall be made between the prime parties hereto so that proper application thereof may be made on the job. Whenever possible all Pre-job Conferences will be held jointly with the four pipeline crafts.

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

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.

ARTICLE V HIRING PROCEDURE

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

1. Up to ten percent (10%) of the Principal Operators excluding mechanics, required for the job from other Locals of the Union and each such Principal Operator shall be entitled to perform only the work for which he is cleared. Up to one-half (1/2) of those Principal Operators cleared under this provision may commence employment at the start of the Right-of-way operations and the balance of those Principal Operators cleared under this provision may commence employment not prior to the start of the Pipe Gang operations.
2. Up to fifty percent (50%) of the mechanics, utility welders and lubrication and service unit operators required for the job who have been employed in the previous twelve (12) months and who are members of another Local of the Union. This ratio shall be maintained on a "one-to-one" basis for the duration of the job.

Previous employees who are members of the Local Union and who have been employed by the Employer within twelve (12) months prior to commencement on the job.

Thereafter the Employer shall notify the Local Union of all his employee requirements and shall only hire those who have been cleared for work by the Local Union having jurisdiction.

B. 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.

C. All employees shall be in possession of a referral slip from the Local Union for identification purposes unless the Local Union otherwise clears an employee for hire by telegram, telex, or other means of written communication.

D. Subject to the terms and conditions of this Agreement, Employer shall have the right to refuse any referral provided the cause for such refusal is stated and shall not be unreasonable.

E. If the Local Union is unable to supply the required employees in accordance with Clause E of this Article, the Employer may obtain employees elsewhere, subject to the provisions of Article III C.

F. In the event the Local Union is unable to provide employees, the Employer will provide every opportunity to any employee who has successfully completed a pipeline Operating Engineers training course, and is approved by a joint training committee, and the employee will be admitted to membership in the Local Union in accordance with Article III C.

G. 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.

H. The Employer shall have the right to re-sten 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 start. Any additional and/or replacement employees shall be engaged in accordance with Paragraph A of this Article.

**ARTICLE VI
WORKING RULES**

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

B. 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 restriction imposed against the use of any type of machinery, tools, or labour saving devices

C. The operation, maintenance and repair of small machines which come under the jurisdiction of the Union such as pumps, air compressors, concrete mixers and well point systems and the maintenance and repair of welding machines and pneumatic tools shall be assigned to an employee who is a member of the Union. In accordance with Article VI A and B of this Agreement, there shall be no limitation upon the number of such machines placed under the operation, maintenance and repair of any employee, it being the intention of the parties that there shall be no abuse of this provision by either party.

D. At the discretion of the Employer, employees may be changed from one classification to another within the jurisdiction of the Union, subject to the employee being capable and qualified to perform the work, provided however, the classifications of employees referenced in Article V B may not be changed without the consent of the Local Union having jurisdiction. No employee's hourly rate shall be lowered under these provisions, and if an employee is assigned to work calling for a higher rate of pay he shall receive such higher rate of pay for the full day.

E. The regular pay day shall be not later than Thursday of cash week, unless the Employer agrees to allow employees to draw on money earned; under such conditions, pay day may be once every two weeks. When employees are laid off or discharged their cheques for all earnings due them at the time of lay-off or discharge must be delivered on the same date. If the cheques due to the employee at time of lay-off or discharge are not delivered on the date of lay-off or discharge, the employee shall be entitled to Waiting time or Reporting time and Subsistence Allowance, or Camp Privileges, where applicable, for each day up to and including the date upon which the cheques are delivered.

F. 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 and be accompanied by a proper statement.

G. Upon commencement of employment, the employee shall make an inventory in duplicate on a form provided by the Employer of all tools including tool boxes which the employee is required to bring to the job. The employee and the Employer shall sign and retain one copy of such inventory which shall be amended to include any additional tools required to be brought to the job. The Employer shall ensure the replacement of the inventoried tools and/or tool boxes when lost by fire, flood or theft by forcible entry.

H. 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. The Employer orientation course shall be given on the Employer's time and the employee's wages and benefits shall be paid for such time.

I. The parties hereto shall comply with any governmental accident prevention 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.

J. After due warning, any refusal by an employee to abide by any applicable accident prevention regulation of a governmental or appropriate regulatory body having jurisdiction, shall be cause for discharge.

K. The Employer shall not require any employee to operate unsafe or improperly loaded equipment and an employee may refuse, for valid reasons, to operate such equipment until defects have been remedied. Roll-over protection devices and canopies for cabs will meet CSA standards as a minimum when these standards are available. No employee shall be required to work alone in seclusion.

L. The Job Steward shall represent the Union as a member of any Job Safety Committee and he, or another committee member representing the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada; the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America; or the Laborers International Union of North America, depending upon the nature of the inspection, shall be made freely available by the Employer to accompany any authorized governmental representative on project inspection.

M. A Job Safety Committee meeting shall be held within two (2) weeks after the commencement of the job and thereafter at least once each month. A copy of the Minutes shall be forwarded promptly to the Local Union.

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

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

P. Employees will be permitted time to drink coffee at their work stations during working hours provided that this will be done in such a manner as will least interfere with the continuous performance of the work.

Q. 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 severe 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.

R. The Employer shall not require any employee to operate or repair equipment which does not provide reasonable protection from weather elements. Such protection may be provided by available factory accessories or reasonable substitutes but this clause shall not be interpreted so as to make the installation of cabs mandatory. An employee may refuse to operate such equipment until defects have been remedied.

S. The Employer shall provide gloves and coveralls to each employee who normally comes in contact with hot dope and gloves for all mechanics, welders and service men.

T. The Employer will provide parking at the warehouse and/or unloading point. During cold weather the Employer will provide for vehicle starting.

U. The Employer shall provide portable sanitary facilities for all

V. In the event of an industrial injury by an employee under the terms and conditions of this Agreement those employees performing work during the work stoppage shall not receive any compensation whatsoever for days not worked.

W. 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, the Employer shall have the right to select counsel and shall cover all reasonable expense incurred in the preparation and filing of a statement of defence on behalf of the employee.

ARTICLE VII WAGE RATES AND CLASSIFICATIONS

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

ARTICLE VIII EMPLOYER CONTRIBUTIONS

Rates at which the Employer shall contribute for each hour of work paid for with respect to each employee employed under the terms of this Agreement to jointly administered funds are contained in the Appendices attached to and forming part of this Agreement. These rates are to be increased as subsequently established by the Local Union(s) and approved by the respective Boards of Trustees. Any such increase will not apply to work bid or in progress on the date the Local Union(s) notifies the Association of the increase.

A. In the event that a member in good standing of the Union is employed as a Foreman or in some other capacity not covered by

701 A.C.R. $\frac{72}{999}$
998 $\frac{26}{6}$

the terms and conditions of this Agreement the Employer shall make the proscribed contributions to the Health & Welfare and Pension Plans on his behalf based on the hours declared at the Pre-job Conference by the Employer as being the normal work week.

U. Contributions shall be recorded on a remittance form and remitted to the designated recipient of such contributions on or before the fifteenth (15th) day of the month following the month for which contributions are to be made. In the event that any Employer is delinquent in his contributions to the funds provided for in the Appendices to this Agreement 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 Union may take any action it deems necessary in order to collect such delinquent contributions.

$\frac{22}{1}$
 $\frac{26}{19}$

C. 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 funds and advancement 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.

D. The Board of Trustees of the respective Trust Funds shall have the authority to promulgate such agreements, plans and/or rules as may be necessary or desirable for the efficient and successful operation and administration of the said Trust Funds; including provisions for audit, security, surety and/or penalty to the extent that such may be necessary for the protection of the beneficiaries of such Trust Funds.

E. Any and all agreements, plans or rules established by the 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.

F. 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.

34
4000

ARTICLE IX
OVERTIME AND HOLIDAY PAY

A. The work week shall begin Monday and shall end Sunday. All hours worked by an employee in excess of eight (8) hours per shift end in excess of forty (40) straight time hours per week shall be paid for at the rate of one and one-half times the straight time rate. All hours worked by an employee 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, Canada 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. Employees working a shift other than the normal shift shall be paid a rate ten percent (10%) higher than the straight time rate.

10
10
10
10
10

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

C. Vacation and statutory holiday pay shall be ten percent (10%) of total earnings of an employee, which shall be deemed to include the Employer's obligation to make similar payments covering vacation and statutory holiday pay by applicable governmental orders or regulations. Where applicable governmental orders or regulations require payment in excess of the percentage 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 in accordance with the applicable legislation and the balance of the employee's accruals will be regarded as statutory holiday pay.

10
10
10
10
10

ARTICLE X
WAREHOUSE AND TRAVEL

A. 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 ~~mom~~ and board to all employees covered by this Agreement.

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

C. The Employer shall select a warehouse or marshalling point in a city, town or community where living accommodations are available or at a location agreed at a Pre-job Conference. The Employer shall make suitable and prompt transportation available from the warehouse or marshalling point. Such transportation shall be operated in compliance with the appropriate regulations of the governmental Board or appropriate regulatory body having jurisdiction and all vehicles shall be equipped with adequate seating for adults.

D. Where camps are not provided, employees who are not local residents shall receive a subsistence allowance as follows:

May 1, 1991	\$87.50 per calendar day
Nov 1, 1991	\$90.00 per calendar day
May 1, 1992	\$92.50 per calendar day
Nov 1, 1992	\$95.00 per calendar day

E. A local resident is a person who has resided at or maintained a permanent residence within forty (40) kilometers by the shortest road to the job for a period of sixty (60) days prior to the commencement of the project.

F.

1. The employees' time shall start when they leave the warehouse or marshalling point for the jobsite and shall end when they return to the warehouse or marshalling point; however, the lunch period when taken shall be excluded.
2. On any day that a helicopter is used by the Employer to transport employees to and from their place of work on the jobsite, or from the warehouse of the Employer, each employee so transported shall receive one (1) hours pay at straight time rate for that day. This hour is in addition to his regular pay for that day. The Employer shall ensure that

each employee required to travel by helicopter will be covered by a **minimum** of two hundred and fifty thousand dollars (\$250,000) accidental death insurance.

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

1. **After fifteen (15) scheduled working days on the job, or at job completion, whichever first occurs, thirty-five (35) cents per highway kilometer via the shortest route from the city where he was hired to the point of commencement of employment, less the cost of any transportation (not to exceed the cost of a commercial airline ticket) provided by the Employer, plus, where the distance to the jobsite exceeds two hundred (200) kilometers, a subsistence allowance of one day in the amount specified in D 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.**
2. **After twenty-one (21) scheduled working days on the job if he is performing his work satisfactorily and is terminated by the Employer or is terminated through circumstances beyond the control of the Employer or himself, or at job completion, whichever is later, return travel expense at thirty-five (35) cents per highway kilometer via the shortest route from point of termination of employment to city of hire, less any remaining unrecovered cost of transportation (not to exceed the cost of a commercial airline ticket) provided by the Employer.**

ARTICLE XI REPORTING AND CALL BACK TIME

- A. Reporting time shall be paid as follows:
1. **Five (5) hours pay at the applicable rate for that day to any employee 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.**
 2. **On jobs set up an not more than eight (8) hours per day, eight (8) hours pay 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.

3. 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.**

4. This payment shall be made unless the employee has been notified not to report for work. Such notice shall be given prior to quitting time on the previous working day.

B. Call back time of four (4) hours or the number of hours actually worked, whichever is the greater, at the applicable rate for that day to any employee who, having completed his work that day or having qualified for reponing time as above, has been released for the day and is then called back to work by the Employer.

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

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

E. Notwithstanding the provisions of A and B above, when any employee refuses to work or to continue to work, or there is a work stoppage attributable to a labour dispute, no pay for hours not worked shall be required.

ARTICLE XII WAITING TIME

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

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

B. If the Employer is working a regularly scheduled six (6) day work week, waiting time for the seventh (7th) day shall not be required except as provided for in Paragraph D hereof.

C. When, on a continuous line job set up on a regular six (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 Paragraph A above, and the Employer may, that week, work the seventh (7th) day without affecting the six (6) day work week.

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

E. 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.

F. Those employees regularly employed in utility or tie-in crews, gate or valve settings, road crossings or fabrication, maintenance and service may work the seventh (7th) day of a regularly scheduled six (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.

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

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

I. In the absence of an emergency as provided for in Paragraph H above, if the Employer is working a regularly scheduled six (6) day work week and works a crew for two (2) consecutive seventh (7th) days, he will incur liability for waiting time payments on future seventh (7th) days not worked.

J. Notwithstanding the provisions of Paragraph A through I above, 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. No employee will be requested to voluntarily terminate his employment to avoid payment of waiting time.

K. 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 over time is payable.

ARTICLE XIII WORK STOPPAGES, SECONDARY BOYCOTTS, AND JURISDICTIONAL DISPUTES

A. There will be during the term of this Agreement and as to my work covered hereby, no slowdown, no stoppage of work, no strike and no lockout over the terms and conditions of this Agreement, it being the good faith and intention of the parties hereto that by the execution of this Agreement, industrial peace shall be brought about and maintained, that the parties shall cooperate to the end that work may be done efficiently and without interruption. In the case of any violation of this Agreement, the Employer and the Union shall be notified.

ARTICLE XIV GRIEVANCE PROCEDURE

A. Where an allegation is made that discharge of an employee is unjust or that this Agreement has been otherwise violated, the Job Steward or Business Manager or his representative of the Local Union shall attempt to resolve the difference on the job with the Foreman or Superintendent of the Employer during which time there shall be no stoppage of work.

B. If the difference is not resolved or where a difference arises between the Employer and the Union or a Local Union relating to the interpretation, application or administration of this Agreement,

the difference of opinion or dispute, including any question as to whether a matter is arbitrable, shall be resolved without stoppage of work in the following manner.

C. If the difference is not resolved within forty-eight (48) hours of the occurrence, the aggrieved party shall submit the difference and the remedy sought in writing to the Executive Director of the Association and the International Representative of the Union within sixty (60) days of occurrence, or in the case of alleged unjust discharge, within ten (10) days of occurrence. Failure to submit the difference in writing within the specified time periods shall result in the matter being deemed to be waived. The foregoing time limitations shall not apply where there has been failure or refusal to remit employer contributions or deductions from employees as provided for in this Agreement.

D. Upon receipt of the matter complained of in writing, the Executive Director and the International Representative shall take such steps within forty-eight (48) hours as they deem necessary to attempt to adjust such difference of opinion or dispute. If the difference is not resolved within five (5) days of receipt of written submission, the Executive Director and the International Representative may, upon mutual agreement of the parties, refer the matter to a Pipeline Industry Grievance Panel.

E. Where the parties agree to refer the matter to a Pipeline Industry Grievance Panel, such Panel shall be drawn from among the regular and alternate members of the Canadian Pipeline Advisory Council or their designated substitutes. The Chairman of the Advisory Council shall appoint two (2) representatives of the participating Unions and the Chairman of the National Labour Relations Committee shall appoint two (2) representatives of the participating Association Members to serve on the Panel, such appointment to be made within forty-eight (48) hours.

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

F. 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.

G. In the event that the parties do not agree to the Panel procedure or the Panel arrives at a majority decision which either party to the dispute is unwilling to accept or the Panel is unable to arrive at a decision within the prescribed time limits, the matter

shall be referred, within forty-eight (48) hours, to an Arbitrator selected by the Employer and the Union. If no Arbitrator can be agreed upon within forty-eight (48) hours, then application shall be made to the appropriate governmental authority over labour matters for the appointment of an Arbitrator. The Arbitrator shall render his decisions within fourteen (14) days, however, this time limit may be extended by mutual consent.

The decision of the Arbitrator shall be final and binding.

The Arbitrator shall have the right to determine whether any matter referred to him is arbitrable. He shall also have the authority to award compensation or any other relief he deems advisable to an aggrieved employee. He shall not alter, amend or change the terms of this Agreement. Each party shall equally share the expense of the Arbitrator.

H. The time limitations may be extended by mutual consent of the parties but if there is no consent then the dispute shall automatically move into the next succeeding step.

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

ARTICLE XV CANADIAN PIPELINE ADVISORY COUNCIL

There shall be maintained throughout the term of this Agreement a Canadian Pipeline Advisory Council consisting of one International Representative of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada; one International Representative of the International Union of Operating Engineers; one International Representative of the Laborers International Union of North America; and one International Representative of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers 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 relationship between the parties hereto under the terms and provisions of this Agreement.

X

**ARTICLE XVI
LIABILITY**

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

B. It is agreed that the International Union of Operating Engineers 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 International Union of Operating Engineers, upon receipt of notice of activities by an autonomous 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 International Union of Operating Engineers does not thereby assume any liability whatever.

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

A. This Agreement shall become effective on the First day of May, A.D. 1991.

B. The provisions of this Agreement shall continue in full force and effect until the 30th day of April, A.D., 1993 and thereafter from year to year unless terminated at the option of either Party after sixty (60) days notice in writing to the other Party prior to the expiry date.

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

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

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

IN WITNESS WHEREOF, we, the undersigned hereby attach our hands and seals to this Agreement concluded at the City of Toronto in the Province of Ontario the twelfth day of June, A. D. 1991

PIPE LINE CONTRACTORS ASSOCIATION OF CANADA:

**L. A. Nash, Chairman,
National Labour
Relations Committee**

**B. L. Brown
Executive Director**

INTERNATIONAL UNION OF OPERATING ENGINEERS:

**J.V. Biddle
Regional Director,
Canadian Region**

**A. Pshednovik
Chairman,
Negotiating Committee**



April 27, 1987

LETTER OF CLARIFICATION

By and between:

PIPE LINE CONTRACTORS ASSOCIATION OF CANADA

and:

INTERNATIONAL UNION OF OPERATING ENGINEERS

For the purpose of clarification it is understood that the following equipment is covered by the Operating Engineers Mainline Pipeline Agreement for Canada and is the proper jurisdiction of the International Union of Operating Engineers in accordance with Article II D:

Boom trucks used for hoisting, lowering, and erecting; high pressure pumps used for pipe cleaning; all backhoes and loaders (including skid steer types) irrespective of capacity; and "Wheelerator" which is considered to be a cleaning machine.

The Pipe Line Contractors Association of Canada will advise all contractors bound by the Agreement to implement the provisions of Article IX C.

Reporting and call back time covered by the provisions of Article XI shall be considered as hours worked for purposes of computing the forty (40) hours after which overtime shall be paid to all employees who report for work.

Under the provisions of Article XII, if employees are required to move after regular working hours when the warehouse is moved, they shall receive the equivalent of paid time allowed as if the warehouse is moved within the regular working hours.

PIPE LINE CONTRACTORS ASSOCIATION OF CANADA:

[Signature]
Executive Director

[Signature]
Chairman, National Labour Relations Committee

INTERNATIONAL UNION OF OPERATING ENGINEERS:

[Signature]
General Vice President & Regional Director

[Signature]
Chairman, National Negotiating Committee

FORWARDED BY:  WORLD FEDERATION OF PIPE LINE CONTRACTORS ASSOCIATION

**EMPLOYERS BOUND BY THE
OPERATING ENGINEERS
PIPELINE AGREEMENTS FOR CANADA**

The Pipeline Contractors Association of Canada represents as agent for collective bargaining with the International Union of Operating Engineers the following Employers of employees in the pipeline construction industry within Canada in accordance with applicable legislation:

ALBERTA

By Registration:

Alberta Mobile Air Compression Services
Alberta Oilfield Services Ltd.
Antagon Pipelines Company Ltd
Banister Pipelines
Bechtel Canada Limited
Bolder Concrete Ltd
Canadian Subaqueous Pipeline Ltd.
Canapipe Construction Ltd.
Carbrook Contracting Ltd.
Carmax Truck Lines Ltd
Cedar Mechanical Co. Ltd.
Chinook Construction & Engineering Ltd.
Cliffside Pipelayers Ltd.
Consamar Inc.
Consbec Inc.
Continental Electric Ltd.
R.L. Coolsaet of Canada Ltd.
J.L. Cox & Son, Inc.
Dillingham Construction Ltd.
Dresser Industries Inc. - Dresser Titan
Eveready Industrial Services Limited
Formac Pumping Services Limited
Geleman Enterprises Ltd.
Genstar Construction Limited
Global Air Drilling Services Ltd.
O.E. Hamlyn Drillers Limited
Henuset Bros. Ltd.
Henuset Construction Ltd.
Henuset Pipeline Constr. Ltd.
Interpro Contractors Ltd.
T.W. Johnstone Company Limited

Junior Service & Repair Ltd.
 K-R-M Construction
Kaps Entrepouse Ltd.
Kaps Transport Ltd.
Kordyban Transport (1980) Ltd.
Lackie Pipestringing Ltd.
Leonard Pipeline Contractors Ltd.
Long Branch Contractors Ltd.
 Loram International Ltd.
Lorenzo Environmental Contractors Ltd.
 McCaws Drilling & Blasting Ltd.
 Majestic Contractors Limited
 Marine Pipeline Construction of Canada **Limited**
 MHG International Ltd.
 Michetti Pipe Stringing
 Mi-Pal Holdings Ltd.
 Milbar Hydro-Test Ltd.
 National Caterers Ltd.
Noceta Enterprises (1981) Ltd.
 Nor-Can Construction Ltd.
 Nor-Pipe Construction Limited
North American Construction Ltd.
 Northern Construction Company Ltd.
 O.J. Pipelines Inc.
 Opron Construction Co. Ltd.
 Pancana Associated Contractors Ltd.
 Pashco Blasting Ltd.
 Pat McNully Ltd.
 Pe Ben Industries Company Ltd.
 Pe Ben Pipelines (1979) Ltd.
 Pentzian Canada, Inc.
Permanent Concrete
 Premay Pipeline Hauling Ltd.
 H.C. Price of Canada Ltd.
 ROK Pipeline Inc.
 Ron May Trucking and Excavating Ltd.
 Rowad Pipeline Company Ltd.
 RPA Contracting Ltd.
Sartori & son Company Limited
 Seggow Construction & Clearing Ltd.
 Sie-Mac Heavy Haulers Ltd.
 Robert B. Somerville Co. Limited
 Spie Construction Inc.
 Square M Construction Limited
 Sulcon Pipeline Weights Ltd.
 supernal Welding and Consulting Ltd.

Toran Transport Ltd.
True Test Pipeline Services
Universal Pipe Line Enterprises Ltd.
Waschuk Pipeline Construction Ltd.
Western Reclamation Services
Whip-Line Crane Services Ltd.
Wonderly and Kershaw Petrochemical Services Ltd.

BRITISH COLUMBIA

By Accreditation:

Alberta Mobile Air Compression Services
Banister Pipelines
Bartsch Pipe Welding Limited
Bolder Concrete Ltd.
Canadian Bechtel Limited
Canadian Subaqueous Pipelines Ltd.
Caird Mechanical Contractors Ltd.
Chinook Construction & Engineering Ltd.
Dillingham Pipeline Construction Ltd.
Dresser Titan Div. of Dresser Industries
English & Lepage Ltd.
Ideal Welders Ltd.
Interpro Contractors Ltd.
C. Victor Koran Ltd.
Leonard Pipeline Contractors Ltd.
Loram International Ltd.
Majestic Wiley Contractors Limited
Marine Pipeline Construction of Canada Limited
Pat McNully Limited
Northern Construction Company
Pashco Blasting Ltd.
Pe Ben Industries Company Ltd.
Permanent Concrete
H.C. Price of Canada Ltd.
V.R. Price Welding & Mechanical Ltd.
Procan Industries Ltd.
RPA Contracting Ltd.
Toran Transport Ltd.

By Appointment:

Alberta Oilfield Services Ltd.
Banister Pipelines
Bolder Concrete Ltd.
Cliffside Utility Contractors Ltd.

Consamar Inc
 Continental Electric Ltd.
 R.L. Coolsaet of Canada Ltd
 J.L. Cox & Son, Inc
 Dillingham Construction Ltd.
 Formac Pumping Services Ltd.
 Global Air Drilling Services Ltd.
 O.E. Hamlyn Drillers Limited
 T.W. Jackson Company Limited
 Kordyban Transport (1980) Ltd.
 Lackie Pipestringing Ltd.
 Majestic Contractors Limited
 Maripipe Construction of Canada Limited
 Michels Pipestringing
 National Caterers Ltd.
 Nor-Pipe Construction Limited
 O.J. Pipelines Inc
 Pashco Blasting Ltd
 Pe Ben Industries Company Ltd.
 Pe Ben Pipelines (1979) Ltd.
 Pentzien Canada, Inc.
 Permanent Concrete
 Premay Pipeline Holdings Ltd.
 ROK Pipeline Inc.
 Rowland Pipeline Co. Ltd.
 RPA Contracting Ltd
 Sartori & Sons Company Limited
 Sic-Mao Heavy Haulers Ltd.
 Robert B. Somerville Co. Limited
 Spis Construction Inc.
 Supernal Welding and Consulting Ltd.
 True Test Pipeline Services
 Universal Pipe Line Enterprises Ltd.

MANITOBA, NEWFOUNDLAND, / BRUNSWICK,
NOVA SCOTIA, NORTHWEST / PRINCE
EDWARD ISLAND, / AND YUKON
TERRITORY

By Appointment:
 Alberta Oilfield Services Ltd.
 Banister Pipelines
 Bolder Concrete
 Cliffside Utility Contractors Ltd
 Consamar Inc.

1991/93

OE-M

Continental Electric Ltd.
R.L. Coolsaet of Canada Ltd.
J.L. Cox & Son, Inc.
Dillingham Construction Ltd.
Formac Pumping Services Limited
Global Air Drilling Services Ltd.
O.E. Hamlyn Drillers Limited
T.W. Johnstone Company Limited
Kordyban Transport (1980) Ltd.
Lackie Pipestringing Ltd.
Majestic Contractors Limited
Marine Pipeline Construction of Canada Limited
Michetti Pips Stringing
National Caterers Ltd.
Nor-Pipe Construction Limited
O.J. Pipelines Inc.
Pashco Blasting Ltd.
Pe Ben Industries Company Ltd.
Po Ben Pipelines (1979) Ltd.
Pentzien Canada, Inc.
Permanent Concrete
Premay Pipeline Hauling Ltd.
ROK Pipeline Inc.
RPA Contracting Ltd.
Sartori & Son Company Limited
Sie-Mac Heavy Haulers Ltd.
Robert B. Somerville Co. Limited
Rowad Pipeline Company Ltd.
Spie Construction Ins.
Supernal Welding and Consulting Ltd.
True ~~Test~~ Pipeline Services
Universal Pipe Line Enterprises Ltd.

ONTARIO

By Accreditation:

Alberta Mobile Air Compression Services
Alberta Oilfield Services Ltd.
Antagon Pipelines Company Ltd.
Banister Pipelines
Bechtel Canada Limited
Beaver Pipeline Construction Limited
Bolder Concrete Ltd.
J.W. Cain Limited
Canadian Subaqueous Pipelines Ltd.

Catro Pipeline
Robert Christoph
C.S.I. Hydrostatic Testers
Cliffside Pipelayers Ltd.
Consamar Inc.
 Consbec Inc.
 Continental Electric Ltd.
 Conweigh Incorporated
 R.L. Coops et of Canada Ltd.
 J.L. Cox & son, Inc.
 Curran Construction Ltd.
Dillingham Pipeline Contractors Ltd.
Robert J. Fierheller
 Formac Pumping Services Limited
 General Pipeline Contractors Limited
G.M. Gest Inc.
 Global Air Drilling Services Ltd.
 H.B. Contracting Ltd.
 O.E. Hamlyn Drillers Limited
 Huron Pipelines Limited
 Inter-Provincial **Construction** Limited
 Insta-Con Company Ltd.
 T.W. Johnstone Company Limited
 Joyce-Leonard Canada Ltd.
 Junior Service & Repair Ltd.
 Kel-Gor Limited
 Kordyban Transport (1980) Ltd.
 Lackie Pipestringing Ltd.
 Leonard Pipeline Contractors Ltd.
 Lakeland Pipelines Ltd.
 Loram International Ltd.
 Majestic **Contractors** Limited
 Mannix Company Limited
 Marine Pipeline Construction of Canada Limited
 McDace Limited
 Michetti Pipe Stringing
 Milbar Hydro-Test Ltd.
 Mortele Cove Lumley Ltd
Neal Construction Ltd
Niolls-Racke & Associates Limited
Nor-Pipe Construction Limited
Northwest Construction Company Ltd
 Northwestern Vegetation Ltd.
 O.J. Pipelines Inc.
 Pancana Associated Contractors Ltd.
 Pascho Blasting Ltd.

Pat McNulty Ltd.
Pe Ben Industries Company Ltd.
Pe Ben Pipelines (1979) Ltd.
Pemrow Pipelines Construction Ltd.
Pentzien Canada, Inc.
Permanent Concrete
Premay Pipeline Hauling Ltd.
Premier Murphy - A Joint Venture
Premier Pipelines Limited
H.C. Price of Canada Ltd.
Rhucon (1988) Inc.
ROK Pipeline Inc.
Rowad Pipeline Company Ltd.
RPA Contracting Ltd.
Sartori & Son Company Limited
Sie-Mac Heavy Haulers Ltd.
Snow Bros. Construction Limited
Sombra Welding Limited
Robert B. Somerville Co. Limited
Spis Construction Inc.
Stringtest Pipelines Ltd.
Superior Pipeline Contractors Ltd.
Supernal Welding and Consulting Ltd.
True Test Pipeline Services
Universal Pipe Line Enterprises Ltd.
John Vail Pipeline Contractors
Wayneo Ltd.
L.M. Welter Ltd.
Wiley Oilfield Hauling Ltd.
Williams Pressure Service Ltd.
Roger H. Woods Ltd.

SCHEDULE B

**INTERNATIONAL UNION OF
OPERATING ENGINEERS**

FRANK HANLEY, General President
1125 - 17th Street N.W., Washington, D.C. 20036
(202) 429-9100 Fax: (202) 429-0316

HOWARD L. (BUD) EVANS, Pipeline Representative
1125 - 17th Street N.W., Washington, D.C. 20036
(202) 429-9100 Fax: (202) 429-0316

JAMES V. BIDDLE, Regional Director
Canadian Regional Office
401 - 4211 Kingsway, Burnaby, B.C. V5H 1Z6
(604) 438-1616 Fax: (604) 439-2459

INTERNATIONAL REPRESENTATIVES (CANADA)

British Columbia and Yukon Territory:
J.V. BIDDLE
401 - 4211 Kingsway, Burnaby, B.C. V5H 1Z6
(604) 438-1616 Fax: (604) 439-2459

Alberta, Saskatchewan, Manitoba, and Northwest Territories:
A. PSHEĐNOVEK
P.O. Box 1923, Strathmore, Alberta T0J 3H0
(403) 934-4414 Fax: (403) 934-4493

Ontario:
P. BERTRAND
1621 Bottrill Way, Orleans, Ontario K4A 1W5
(613) 837-1368 Fax: (613) 837-1780

Quebec:
LEO McBREARTY
202 - 4869 Jarry St. E., Montreal, Quebec H1R 1Y1
(514) 326-9412 Fax: (514) 326-9417

Atlantic Provinces:
EDGAR DOULL
P.O. Box 695 Kentville, Nova Scotia B4N 3X9
(902) 678-9950 Fax: (902) 678-1838

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

British Columbia - Local 115 ✓
F.G. RANDALL, Business Manager
4333 Ledger Ave., Burnaby, B.C. V5G 3T3
(604) 291-8831 Fax: (604) 291-7148

Alberta - Local 955 ✓
N. SLITER, Business Manager
10374 - 172 Street, Edmonton, Alberta T5S 1G9
(403) 483-0955 Fax: (403) 483-1998

Saskatchewan - Local 870 ✓
E.W. COWLEY, Business Manager
P.O. Box 1112, Saskatoon, Sask. S7K 3N2
(306) 665-7718 Fax: (306) 665-0998

Manitoba - Local 901
JAMES HOPKIE, Business Manager
1008 Wall St., Winnipeg, Man. R3G 2V3
(204) 786-8658 Fax: (204) 786-6578

Ontario - Local 793 ✓
J.F. KENNEDY, Business Manager
30 Commercial Rd., Toronto, Ont. M4G 1Z6
(416) 425-8710 Fax: (416) 425-2597

Quebec - Local 905 ✓
JEAN-MARCMORIN, Business Manager
202 - 4869 Jarry St. E., Montreal, Que. H1R 1Y1
(514) 326-9412 Fax: (514) 326-9417

Nova Scotia - Local 721 ✓
KEN ESTABROOKS, Business Manager
P.O. Box 237, Lower Sackville, N.S. B4C 2S9
(902) 865-8844 Fax: (902) 864-0676

New Brunswick - Local 946 ✓
EDGAR DOULL, Supervisor
P.O. Box 955, Saint John, N.B. E2L 4E3
(506) 635-1110 Fax: (506) 635-1656

Newfoundland - Local 904 ✓
DERM CAIN, President & Business Manager
P.O. Box 356, St. John's, Nfld. A1C 5J9
(709) 726-1910 Fax: (709) 726-1940

Prince Edward Island - Local 902 ✓
BLAIR McKINNON, President
P.O. Box 244, Charlottetown, P.E.I. CIA 7K4
(902) 892-3662 Fax: (902) 368-2974

SCHEDULE C

MEMORANDUM OF AGREEMENT made this 12th day of June, A.D. 1991.

BY AND BETWEEN:

PIPE LINE CONTRACTORS ASSOCIATION OF CANADA

OF THE FIRST PART

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS

OF THE SECOND PART

WHEREAS the Mainline Pipeline Agreement for Canada expresses the desire of the Parties to stabilize the pipeline sector of the construction industry;

AND WHEREAS the Parties are cognizant of economic difficulties currently existing within the industry;

NOW THEREFORE the Parties agree that the following amendments shall apply to the Mainline Pipeline Agreements in all areas except Ontario, British Columbia and Yukon Territory, on work bid subsequent to May 1, 1991 and performed prior to March 31, 1993:

ARTICLE IX
OVERTIME AND HOLIDAY PAY

A. 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 by an employee in excess of twelve (12) hours per shift and all hours worked on Sunday and Statutory Holidays shall be paid for at the rate of double the straight time rate.

$\frac{37.8}{4}$ $\frac{37.8}{0}$

**ARTICLE X
WAREHOUSE AND TRAVEL**

F. 1. The employees' time shall start when they leave the warehouse for the job-site and shall end when they return to the warehouse, however, the lunch period shall be excluded and the time spent travelling up to one hour at the end of the shift shall be paid at the applicable straight time rate.

THIS MEMORANDUM shall become effective on the 1st day of May, 1991, and shall terminate on the 31st day of March, 1993.

PIPE LINE CONTRACTORS ASSOCIATION OF CANADA:

L. A. Nash, Chairman,
National Labour
Relations Committee
B. L. Brown
Executive Director

INTERNATIONAL UNION OF OPERATING ENGINEERS:

J. V. Biddle
Regional Director,
Canadian Region
A. Pahdnovak
Negotiating Committee

1991/93 44 - OE-M

0, 1

APPENDIX 1
OPERATING ENGINEERS MAINLINE
PIPELINE AGREEMENT FOR CANADA
BRITISH COLUMBIA AND YUKON TERRITORY

A. WAGE RATES AND CLASSIFICATIONS:

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

	May 1/91	May 1/92
Apprentice Operator	\$23.01	\$24.38
Intermediate Operator	\$26.18	\$27.77
Principal Operator - Group II	\$26.81	\$28.85
Principal Operator - Group I	\$27.94	\$29.98

5/2
D

Operating Engineers working on hot work shall be paid \$1.00 per hour above their regular rate of pay each day they are engaged in such work.

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

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

B. SUBCONTRACTORS:

The Employer shall engage only those Sub-contractors having an agreement with the Local Union prior to commencing the work. In the event a Sub-contractor fails to make payment of wages, or benefits and conditions as contained in this Agreement, the prime contractor shall, upon written notice by the Union of such payroll failure, be required to make the necessary payments.

C. EMPLOYER CONTRIBUTIONS:

The rates of contributions will be as provided for in the local agreements. Contributions will be paid on each hour of work earned with respect to each employee.

1. Health and Welfare Fund:
May 1, 1991 - \$1.65 per hour
2. Training Fund:
May 1, 1991 - \$0.31 per hour
3. Pension Fund:
May 1, 1991 - \$2.80 per hour
May 1, 1992 - \$3.00 per hour
4. Tool Replacement Fund:
May 1, 1991 - \$0.08 per hour
5. Operating Engineers Advancement Fund:
May 1, 1991 - \$0.40 per hour
May 1, 1992 - \$0.45 per hour
6. Pipeline Industry Promotion Fund:
May 1, 1991 - \$0.11 per hour
The Pipeline Industry Promotion Fund shall be administered by the Pipe Line Contractors Association of Canada.

D. OVERTIME AND HOLIDAY PAY:

1. The following additional general holidays, as recognized by the Construction Industry in British Columbia, shall be observed on all work covered by this Appendix: Heritage Day and Easter Monday.

E. WAREHOUSE AND TRAVEL

1. On all work where the marshalling point is established north of 56 degrees 31 minutes latitude, the Employer will provide room and board unless otherwise agreed at the Pre-job Conference.
2. A local resident is a person who has maintained a permanent postal address at the city, town or community where the warehouse or marshalling point is established for a period of sixty (60) days prior to his commencement of employment on the job.

F. WORKING DUES:

1. The hourly working dues shall be calculated at two percent (2%) of the Principal Operator - Group I hourly wage rate and shall be deducted from each employee covered by this Agreement for each hour for which wages are payable.

G. NATIONAL COLLECTIVE BARGAINING FUND:

1. The Employer shall deduct from each employee covered by this Agreement ten cents (\$0.10) for each hour of work performed. The amount deducted shall be remitted monthly to a central fund administered by L e Union to be used for national pipeline collective bargaining.

APPENDIX 2

**OPERATING ENGINEERS MAINLINE
PIPELINE AGREEMENT FOR CANADA
ALBERTA, SASKATCHEWAN, MANITOBA AND
NORTHWEST TERRITORIES**

A. WAGE RATES AND CLASSIFICATIONS:

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

	<u>May 1/91</u>	<u>May 1/92</u>
Apprentice Operator	\$19.06	\$19.39
Intermediate Operator	\$23.57	\$24.12
Principal Operator - Group II	\$24.68	\$25.68
Principal Operator - Group I	\$26.18	\$27.18

Operating Engineers working on hot work shall be paid \$1.00 per hour above their regular rate of pay each day they are engaged in such work.

2. The hourly wage rates for the Job Steward shall be fifty cents (\$0.50) per hour above the regular rate for his classification.
3. Mechanics, Lubrication and Service Unit Operators, and Utility Welders shall receive an allowance for tools and coveralls for each hour of work performed of fifteen (15) cents payable at July 1st, December 1st, or at termination of employment, whichever first occurs.
4. On major Mainline Pipeline jobs, as determined at the Pre-job Conference, Specialty Principal Operators will receive twenty-five cents (\$0.25) per hour above the regular Principal operator - Group I rate. Specialty Principal operator means any person employed as heavy duty mechanic, equipment repair welder, helicopter pilot or to operate equipment as follows: Boom tractors on setting-in, bending and cradling clean and wrap machines; Bending machines; Cleaning, doping and wrapping machines; Lubrication and Service Units.

B. EMPLOYER CONTRIBUTIONS:

The rates of contributions will be as provided for in the local agreements. Contributions will be paid on each hour of work paid for with respect to each employee. Hours paid for are interpreted to mean daily travel time, working time, and reporting time. Contributions for all overtime hours will be calculated at straight time. Contributions will be paid on each hour of work earned with respect to each employee for the Pension Funds effective May 1, 1992, for the Health and Welfare Funds effective November 1, 1992, and for the remaining funds effective April 30, 1993.

		<u>May 1/91</u>	<u>May 1/92</u>
1.	Health and Welfare Fund:		
	Alberta and N.W.T.	\$0.75	\$0.80
	Saskatchewan	\$0.75	\$0.80
	Manitoba	\$0.65	\$0.75
2.	Training Fund:		
	Alberta and N.W.T.	\$0.25	\$0.25
	Saskatchewan	\$0.25	\$0.25
	Manitoba	\$0.25	\$0.35
3.	Pension Fund:		
	Alberta and N.W.T.	\$1.95	\$3.05
	Saskatchewan	\$2.12	\$3.22
	Manitoba	\$2.65	\$3.60
4.	Operating Engineers Advancement Fund:		
	(all areas)	\$0.25	\$0.50
5.	Pipeline Industry Promotion Fund:		
	(all areas)	\$0.11	\$0.11

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

C. OVERTIME AND HOLIDAY PAY:

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

D. NATIONAL COLLECTIVE BARGAINING FUND:

The Employer shall deduct from each employee covered by this Agreement ten cents (\$0.10) for each hour of work performed. The amount deducted shall be remitted monthly to a central fund administered by the Union to be used for national pipeline collective bargaining.

APPENDIX 3
 OPERATING ENGINEERS MAINLINE
 PIPELINE AGREEMENT FOR CANADA
 ONTARIO

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

	<u>May 1/91</u>	<u>May 1/92</u>
Apprentice Operator	\$20.41	\$21.00
Intermediate Operator	\$24.39	\$25.21
Principal Operator - Group II	\$25.51	\$26.78
Principal Operator - Group I	\$27.01	\$28.28

Operating Engineers working on hot **work** shall be paid \$1.00 per hour above their regular rate of pay each day they are engaged in such work.

2. The hourly **wage** rates for the Job Steward shall be fifty cents (\$0.50) per hour above the **regular** rate for his classification.
3. Mechanics, Lubrication and **Service** Unit Operators, and Utility Welders shall receive an allowance for tools and **coveralls** for each hour of **work** performed of fifteen (15) cents payable at July 1st, December 1st, or at **termination** of employment, whichever **first** occurs.
4. On major Mainline Pipeline jobs, as determined at the Pre-job Conference, Specialty Principal **Operators** will receive twenty-five cents (\$0.25) per hour above the **regular** Principal Operator - Group I rate. Specialty Principal Operator means any person employed as heavy duty mechanic, equipment repair welder, helicopter pilot or to operate equipment as follows: Boom tractors on setting-in, bending and eroding clean and wrap machines; Bending machines; **Cleaning**, doping and wrapping machines; Lubrication and **Service** Units.

WORKING DUES

The working dues shall be calculated at two (2%) of the straight time **wage** rate for all hours worked and shall be deducted from each employee and remitted to Operating Engineers Local 793 monthly with the Health & Welfare remittance.

B. EMPLOYER CONTRIBUTIONS:

The rates of contributions will be as provided for in the local agreements. Contributions will be paid on each hour of work earned respect to each employee.

	<u>May 1/91</u>	<u>May 1/92</u>
1. Health and Welfare Fund:	\$0.90	\$1.00
2. Training Fund:	\$0.13	\$0.13
3. Pension Fund:	\$3.25	\$4.25
4. Pipeline Ind. Promotion Fund:	\$0.11	\$0.11

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

C. OVERTIME AND HOLIDAY PAY:

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

D. EXCLUSIONS:

All work on pipelines 6" diameter and less shall be performed under the terms and conditions for work on Distribution Systems as contained in the Operating Engineers Distribution Systems Agreement for Canada.

E. NATIONAL COLLECTIVE BARGAINING FUND:

The Employer shall deduct from each employes covered by this Agreement ten cents (\$0.10) for each hour of work performed. The amount deducted shall be remitted monthly to a central fund administered by the Union to be used for national pipeline collective bargaining.

F. SCOPE OF WORK:

The provisions of Article II E shall not apply.

G. HIRING PROCEDURE

Notwithstanding the provisions of Article V.A.3 the Employer shall have the right to name request by classification up to fifty percent (50%) of the required employees who are members of the Local Union. Those employees hired under the provisions of Article V.A.1 and 2 shall be included in this fifty percent (50%). This ratio shall be maintained on a one-to-one basis for the duration of the job.

OPERATING ENGINEERS
PIPELINE AGREEMENT FOR CANADA
NEW BRUNSWICK, NOVA SCOTIA,
PE EDWARD ISLAND AND NEWFOUND

A. WAGE RATES AND CLASSIFICATIONS:

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

	<u>May 1/91</u>	<u>May 1/92</u>
Apprentice Operator	\$17.69	\$17.69
Intermediate Operator	\$21.97	\$21.97
Principal Operator - Group II	\$22.77	\$22.77
Principal Operator - Group I	\$24.27	\$24.27

Operating Engineers working on hot **work** shall be paid \$1.00 per hour above their regular rate of pay each day they are engaged in such **work**.

2. The hourly **wage rates** for the Job Steward shall be fifty cents (\$0.50) per hour above the regular rate for his classification.
3. Mechanics, Lubrication and Service Unit Operators, and Utility Welders shall receive an allowance for tools and coveralls for each hour of **work** performed of fifteen (15) cents payable at July 1st, December 1st, or at termination of employment, whichever first occurs.
4. On major Mainline Pipeline jobs, as determined at the Pre-job Conference, Specialty Principal Operators will receive twenty-five cents (\$0.25) per hour above the regular Principal Operator - Group I rate. Specially Principal Operator means any person employed as heavy duty mechanic, equipment repair welder, helicopter pilot or to operate equipment as follows: Boom tractors on setting-in, bending and cradling clean and wrap machines; Bonding machines; Cleaning, doping and wrapping machines; Lubrication and Service Units.

B. EMPLOYER CONTRIBUTIONS:

The rates of contributions will be as provided for in the local agreements. Contributions will be paid on each hour of work earned respect to each employee.

	May 1/91	May 1/92
1. Health and Welfare Fund:		
New Brunswick	\$0.72	\$0.72
P.E.I and Newfoundland	\$0.15	\$0.15
Nova Scotia	\$0.20	\$0.20
2. Pension Fund:		
New Brunswick	\$0.35	\$0.35
Nova Scotia	\$1.00	\$1.00
Newfoundland	\$0.50	\$0.50
3. Training Fund:		
New Brunswick & P.E.I.	\$0.05	\$0.05
Nova Scotia	\$0.11	\$0.11
Newfoundland	\$0.15	\$0.15
4. Pipeline Ind. Promotion Fund:	\$0.11	\$0.11

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

C. OVERTIME AND HOLIDAY PAY:

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

D. WAREHOUSE AND TRAVEL

1. On jobs where camps are not provided, an employee who does not travel to and from his permanent residence and the warehouse and/or marshalling point daily shall receive a subsistence allowance of seventy-five (\$75.00) for any day not travelled. Any employee who elects to reside at his permanent residence and travels to and from the warehouse and/or marshalling point shall receive a travel allowance of twenty-five cents (\$0.25) per road kilometer over the shortest route for all kilometers travelled in excess of forty (40) kilometers each way up to a maximum amount equivalent to the subsistence allowance.

E. NATIONAL COLLECTIVE BARGAINING FUND:

The Employer shall deduct from each employee covered by this Agreement ten cents (\$0.10) for each hour of work performed. The amount deducted shall be remitted monthly to a central fund administered by the Union to be used for national pipeline collective bargaining.



PRE-JOB CONFERENCE REPORT

A Pre-Job Conference was held at _____ on _____ 19____
 between _____ and _____
 Employer Union

Present at meeting: FOR EMPLOYER _____

 FOR UNION _____

The performance of work described as: _____

will start on _____ 19____ at _____ and complete on _____ 19____ at _____
 Special Work: _____
 Warehouse or Storing Location(s): _____ Telephone _____ Telex _____
 Subcontractor: _____

Work Week: _____ to _____ for _____
 Regular Pay Day: _____ Banking Facilities: _____
 CREW: Classification No. Classification No. Classification No.

Hiring Procedure: _____

 Qualification Test: _____
 Union Due: \$ _____ Month _____ Week _____ Hour _____ Other _____
 Employer Contributions (as adjusted per Agreement) _____

Employer and Subcontractor Representatives: _____
 Superintendent: _____ Assistant Supt(s): _____ Office Manager: _____ Foreman: _____
 Union Representatives: _____
 International: _____ Lead Union: _____ Job Steward: _____ Dispatcher: _____ Lead Union Telephone No.: _____ Lead Union Telex No.: _____

Remarks: _____

It is understood by both the Union and the Employer that the terms and conditions of the applicable Pipeline Agreement for Canada will prevail at the work.

Signed _____ (Union Representative) _____ *

DISTRIBUTION: White Copy for Employer; Yellow Copy for International Representatives; _____ * _____ ■ ■ ■
 Line Contractors Association of Canada
 T.C.C. 454324-19

PIPE LINE CONTRACTORS ASSOCIATION OF CANADA



JOB NOTIFICATION

TO: Pipeline Craft Unions*
(International Representatives):
Local Unions:

AND: Pipe Line Contractors Association of Canada
203 - 608 Seymour Street
Vancouver, B.C. V6B 3K6

Dear Sirs:
This is to notify you that
has been awarded a contract by
for performance of the work described as:
It is anticipated that the following headworkers / foremen
and
approximate starting date will apply to the above
described project.
It is anticipated that the following sub-contractors will be involved on the work:

Proposed Date and Location for Pre-Job Conference:
Please acknowledge the summary of proposed work and location
Yours truly,

(Name)
(Address)
(Signed)

Date:
*Refer to Schedule in Pipe Line Contractors Association of Canada Labour Manual
COMPLETE IN QUADRUPPLICATE - First Copy for International Representatives; Second Copy for Local Unions
Third Copy for Pipe Line Contractors Association of Canada; Fourth Copy for Employer's Use

CANADIAN PIPELINE
REQUIREMENTS FOR NORTHERN WORK

AGREEMENT made this First day of May, A.D.,
1977

BY AND BETWEEN:

PIPE LINE CONTRACTORS ASSOCIATION OF CANADA (herein referred to as the "Association") ~~on behalf of those~~ employers of employees who are party to ~~and/or~~ bound by collective agreements covering the pipeline construction sector with the Union or Unions (herein referred to as the "Employer")

AND:

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, ~~WAREHOUSEMEN~~, AND HELPERS OF AMERICA!

INTERNATIONAL UNION OF OPERATING ENGINEERS;

LABORERS INTERNATIONAL UNION OF NORTH AMERICA!

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

(herein referred to individually as the "Union" and collectively as ~~the~~ "Unions").

IT ~~IS~~ HEREBY AGREED THAT ~~in~~ addition to the wage rate premiums and working conditions for work north of 60° latitude contained in the

Pipeline Agreements for Canada between the parties, the following special requirements for Employers and employees will apply to such work:

1. PROTECTIVE CLOTHING

(a) Each employee engaged for pipeline construction which is located north of 60° latitude and whose employment will be during the time period of August 15th to June 15th must have in his possession, prior to departure for the job, the following items of cold weather clothing in addition to his basic work clothing:

JACKET - Parka of quality brand, complete with hood.
COVERALLS - Dacron 88 or similar material, fully insulated.
MITTS - Leather or similar material with two pair of wool liners.
FOOTWEAR - Insulated boots (flight or snowmobile type).
HEADGEAR - Heavy cap with ear flaps.

*North Slope, Pioneer, Woods, or the equivalent.

Recommended Basic Work clothing:

UNDERWEAR - Thermal type wool, flannel union suit, or combination suit.
SHIRTS - Wool or flannel, full sleeve.
PANTS - Heavy denim or similar.
SWEATER - Heavy wool pullover.
SOCKS - Medium weight wool.

(b) The Employer shall, if required by the employees, provide the employee with an advance by voucher or otherwise not to exceed \$300.00 to assist him in purchasing the required cold weather clothing, such

advance to **be** deducted from the employee's pay in the event that the employee does not remain on the **job** until **job** completion or layoff.

(c) The Union will assist the Employer in every way possible to recover from any of its members advances for the purchase of cold weather clothing which may not **be** recovered from the employee's pay.

(d) Each employee shall **be** credited, for each week of employment during the time periods hereinabove specified, with an amount of \$50.00 per week up to a maximum of 6 weeks (\$300.00) to assist in defraying the cost of purchasing and/or replacing cold weather clothing. Any amount **so** credited, less any amount advanced by the Employer, shall **be** paid to the employee upon layoff or termination due to bona fide illness or substantiated compassionate reasons. Any employee who remains on the job beyond 6 weeks and until **job** completion shall **be** reimbursed a total of \$500.00 for cold weather clothing (less any amount advanced).

(e) The Union will, when required by the employer, provide evidence to substantiate compassionate reasons for which any employee may terminate his employment.

2. TRANSPORTATION

(a) The Employer shall designate a staging area to which all employees shall report for employment documentation and transportation to the job site.

(b) Each employee shall **be** entitled to travel expense to and from the staging area in accordance with the provisions of the

respective Pipeline Agreement for Canada, where applicable.

(c) Each employee engaged by the Employer at the staging area shall be placed on the payroll and provided by the Employer with transportation from the staging area to the job site and, following termination of employment, from the job site to the staging area, at no cost to the employee.

(d) The Employer shall make arrangements for delivery from the staging area to the job site and return, of the employee's personal effects, up to a maximum of one hundred pounds (100 lbs.) in weight and any tools which the Employer may require the employee to supply.

3. EMPLOYMENT CONTINUATION INCENTIVE

50/8
3. (a) Each employee shall accrue to his credit, for each week of ~~seven~~ (7) consecutive days of employment up to a maximum period of ~~thirteen~~ (13) weeks, an employment continuation incentive in the amounts as set forth below. In the event of unforeseen delays, such as later than normal spring breakup, the maximum time period may be extended to fifteen (15) weeks by agreement of the Canadian Pipeline Advisory Council.

Project Warehouse or Camp Location	Per Week
(i) Between 60° 0' and 62° 30' latitude	\$ 50.00
(ii) Between 62° 30' and 66° 23' latitude	\$ 75.00
(iii) North of 66° 23' latitude	\$ 100.00

(b) Each employee who remains on the project from commencement of employment until job completion or layoff due to shortage or work shall be entitled to receive the employment continuation incentive which has accrued to his credit upon termination of employment.

(c) Any employee who terminates due to bona fide illness or authentic compassionate reasons shall be entitled to the incentive which has accrued to his credit, provided that the Employer shall have the right to require substantiation of such illness or compassionate reasons from the employee or the Union.

(d) Any employee who, after six (6) weeks of employment, is discharged for cause shall be entitled to fifty percent (50%) of the incentive which has accrued to his credit.

4. WEEKLY GUARANTEE

(a) The Employer shall guarantee to each employee from date of departure from the staging area to date of return to the staging area, both days inclusive, not less than the equivalent of forty (40) hours pay at the employee's regular straight time hourly rate for each week of seven (7) consecutive days, provided that the employee is available for work, except for reasons of illness or emergency.

5. GENERAL

(a) The Employer shall insure the personal effect of each employee against loss by fire in an amount not to exceed six hundred dollars (\$600.00).

(b) The possession of firearms and/or ammunition on the Employer's premises shall be prohibited and any violation of this provision by an employee shall be cause for instant dismissal.

6. DURATION

This agreement shall become effective on the date first above written and shall remain in full force and effect until April 30, 1982 or until otherwise amended by mutual consent of all parties hereto and shall continue in full force and effect from year to year thereafter subject to majority approval of the Canadian Pipeline Advisory Council.

CANADIAN PIPELINE CAMP STANDARDS

AGREEMENT made this 23rd day of January,
A.D., 1980,

BY AND BETWEEN?

PIPE LINE CONTRACTORS ASSOCIATION
OF CANADA [herein 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 registered
or accredited as collective bargaining agent
and such other employers of employees as
may be or become bound by collective
agreement(s) relating to the pipeline sector
of the construction industry [herein referred
to as the "Employer"]

AND:

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSE-
MEN AND HELPERS OF AMERICA;

INTERNATIONAL UNION OF OPERATING
ENGINEERS)

LABORERS INTERNATIONAL UNION OF
NORTH AMERICA;

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

[herein referred to as "pipeline craft
Union(s)"] .

WHEREAS the Canadian Pipeline Advisory Council [herein referred to as the "Advisory Council"] and the Parties signatory hereto are desirous of establishing uniform standards for camp accommodation and amenities in the pipeline sector of the construction industry within Canada and

WHEREAS the Advisory Council as one of its objects, will act wherever possible to settle matters of dispute which may arise from time to time;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual premises and covenants herein contained, the Parties covenant and agree as follows:

ACKNOWLEDGEMENT

The Parties recognize the transitory nature of pipeline construction, the temporary location of camp facilities and the need for mobility of camp buildings from site to site along the pipeline rights-of-way.

The Parties acknowledge that these Standards are adopted as reasonable guidelines which, in consideration of location, duration and mobility requirements of a particular pipeline contract, may be modified at a Pre-job Conference.

LOCATION AND PROTECTION

Each camp will be located as far from the right-of-way and equipment operations as possible and shall be situated so as to provide good natural drainage and maximum protection from the elements.

All portable buildings shall be of sound, weather proof construction and shall be properly insulated

as protection against sound and year-round climatic conditions. Enclosed walkways shall be installed to provide covered access between sleeper units and each ablution unit during the specified time periods as follows:

- A. South of 60° latitude - November 1st to April 30th;
- B. Between 60° and 66° 23' latitude - October 1st to May 31st;
- C. North of 66° 23' latitude - September 1st to June 30th.

Each portable unit, when running gear is left attached to facilitate frequent moves, shall be securely blocked under the frame and against wheels to prevent movement when occupied by employees. Where separate ablution units are installed, they shall be so placed as to require the shortest possible walking distance from the sleeping units and, where ground conditions are such that wet or muddy footing may be encountered, walkways of wood, gravel, cinders or similar materials shall be installed between sleeper units and ablution units.

Walls and ceilings of all units shall be suitably clad and floors shall be covered with linoleum or tile. Windows shall be provided with Storm window and screen and with moveable coverings to hinder vision and keep out sunlight.

SLEEPING ACCOMMODATION

1. Major Projects
On those pipeline construction contracts of more than two (2) months duration or involving camp installations for two hundred (200) employees or more, sleeping accommodation shall conform to the generally accepted industrial standards for the particular geographical area involved.

2. Minor Projects

On those pipeline construction contracts of not more than two (2) months duration or involving camp installations for less than two hundred (200) employees, and on those contracts involving pipe sizes under 16" diameter, twenty (20) employee complexes with self-contained ablutions units shall be used wherever possible. As an alternative, eight (8) employee or ten (10) employee sleeper units may be used, in which event at least one (1) separate ablation unit containing five (5) toilets, two (2) urinals, eight (8) wash basins and four (4) shower stalls shall be provided for every five 8-employee units or four 10-employee units.

Sleeping rooms shall be not less than 120 square floor feet and eight feet wall height so as to provide 60 square feet/480 cubic feet per occupant inclusive of two clothes closets,

3. Comfort and Convenience

Each sleeping unit will be equipped with the following:

- (a) One bed of not less than 36" in width and 78" in length with good quality box spring and mattress; one chair; one cabinet with mirror, light and shaver outlet, soap tray, tumbler holder, towel bar; one bed lamp; one radio shelf; at least three (3) coat hooks on interior wall(s); one clothes closet with hanger rod, enclosed shelf and door equipped with hasp and staple; for each occupant.
- (b) One writing table with drawer; one ceiling light with wall switch; one duplex receptacle; one waste basket; one ashtray; per room.

Heating may be by forced air furnace and/or by electric baseboard heaters, depending upon

availability of hydro power. Forced air systems shall have adequate size ducts, volume dampers in branches to each room, tight sealing registers and deflectors where registers are located at bed head.

Each occupant shall be supplied with fresh, clean bed clothing, including mattress cover; two sheets: one 12" x 24" pillow and pillow case (two if requested); two blankets; one bed cover. Sheets and pillow case(s) will be changed weekly, bed cover and mattress cover will be changed monthly, blankets will be changed every three (3) months.

Laundry facilities consisting of one (1) heavy duty automatic washer and one (1) heavy duty automatic dryer shall be provided for each twenty-five (25) employees. These may be housed in a central building provided exclusively for laundry facilities or, where twenty (20) employee complexes are utilized the specified washer and dryer together with one (1) dual wash tub may be installed in each complex.

Male and female employees shall be housed in separate exclusive sleeping quarters and shall be provided with separate exclusive ablution, lavatory and laundry facilities.

DINING AND RECREATION

Dining facilities shall be of sufficient size and employ sufficient staff to handle the serving of all employees residing in camp in two (2) sittings per meal of not less than thirty (30) minutes each. Food shall be of good quality and menu varieties shall be as in Appendix A which is attached hereto.

Depending on location of camp and proximity to community shopping and amusement facilities, the Employer shall provide for a commissary and/or

recreation facilities. When provided, the commissary shall have available, at prevailing retail prices in the area, magazines, newspapers, smoking supplies, soft drinks, postage stamps, stationery, toilet goods and essential work clothing. Recreation facilities shall, depending upon camp size, location and job duration, provide for card games, pool, darts, shuffleboard, and such other games of chance as may be available. Coffee, tea and hot chocolate, with the customary condiments, shall be available. In those areas where reception can be obtained by standard receiver, a television set shall be installed in a partitioned room wherever possible. Where possible, pay telephones or other means of communications shall be made available for the use of employees. Any and all charges shall be borne by the originator of the call.

PERMANENT BUILDINGS

When the Employer utilizes established buildings for camp facilities, every reasonable effort shall be made to ensure that sleeping accommodations contained therein will compare favourably with the foregoing requirements.

DEPARTMENT

Employees shall be expected to conduct themselves in an orderly fashion at all times and shall show due consideration to fellow employees by maintaining reasonable hours and refraining from rowdiness or inordinate noise while on camp premises.

Any and all acts of willful misconduct, brawling, vandalism, damage to camp property, theft of camp equipment and supplies or violation of reasonable and published Employer camp rules shall be cause for instant dismissal and shall be subject to the Grievance Procedure in the appropriate Collective Agreement(s).

ENFORCEMENT

There will be recognized, on each project, a Camp Committee comprised of one Job Steward representing, each of the pipeline craft Unions which shall be responsible for enforcement of these camp standards or any mutually agreed upon modification thereof.

The Camp Committee will select one of its members to act as Chairman whose responsibility it will be to arrange regular meetings and to record the proceedings of each meeting. The Chairman will have the authority to review any complaints of employees in respect of camp conditions and any actions of the Employer resulting from improper deportment with the Sob Superintendent and/or the Camp Manager.

Complaints by individual employees shall be submitted in writing to their respective Job Stewards who shall present them at the next regular meeting of the Camp Committee. Any complaint held to be valid by a majority of the Camp Committee will be submitted in writing by the Chairman to the Sob Superintendent or Camp Manager for adjustment.

The Job Superintendent, Camp Manager or his designate may attend any and all meetings of the Committee with a view to expediting the adjustment of any valid complaint or submitting any complaint with regard to improper deportment or infraction of published Employer Camp rules.

DISPUTES

Where a complaint which is held to be valid cannot be adjusted between the Camp Committee and the Job Superintendent or Camp Manager, within forty-eight (48) hours, details of the complaint and the remedy sought shall be submitted in writing to the Chairman of the

Advisory Council who shall appoint a sub-committee consisting of two Union representatives and two Employer representatives from among the regular and alternate members of the Advisory Council or their designated substitutes. In no case and at no time shall representatives of the Union or the Employer involved in the grievance be appointed to the sub-committee. The sub-committee thus appointed shall meet and render a decision within three (3) days of appointment. A unanimous decision of the sub-committee shall be final and binding.

In the event that the sub-committee arrives at a majority decision which either party is unwilling to accept, or 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(s). 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.

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.

Pending settlement of any complaint the work shall be prosecuted without slowdown or work stoppage.

INSTALLATION AND SERVICING

The installation, moving, servicing and maintenance of camp facilities carried out by the Employer shall be performed by members of the pipeline craft Unions. Where camp facilities are provided by a third party or parties, they shall be installed, moved, serviced and maintained by employees who are members of the appropriate, recognized trade unions.

EFFECTIVE DATE AND RENEWAL

These standards shall apply to all camps installed after date of signing and shall remain in full force and effect until December 31, 1987, or until otherwise amended by mutual agreement of all Parties hereto.

PIPE LINE CONTRACTORS ASSOCIATION OF CANADA:

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA:

INTERNATIONAL UNION OF OPERATING
ENGINEERS:

LABORERS INTERNATIONAL UNION OF NORTH
AMERICA:

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

CANADIAN PIPELINE CAMP STANDARDS

APPENDIX A

QUALITY

- A. MEAT - Blue Brand or Red Brand
- B. FOWL - "A" Grade
- C. DAIRY PRODUCTS - "A" Grade
- D. CANNED GOODS - Choice or Fancy

REGULAR MEALS

- 1. Breakfast
Specific: Three varieties of chilled juices; hot porridge; assorted dry cereals; bacon; fried and boiled eggs; white and brown toast; tea: coffee; milk.

- 2. Lunch
Specific: Soups(to include clam chowder on Friday); first, second or third line meats (one of each but can substitute second line or third line); boiled potatoes; two vegetables; assorted cold cuts (must include cold roast beef and ham); two types of salads; salad dressings and oils; pickles; brawn and white bread and rolls; cake; cookies and pastry; one type of pie: tea: coffee: milk.

Variables: Either mashed, baked, scalloped or french-fried potatoes; **two** each of celery, carrot sticks, radishes, sliced tomatoes, sliced cucumbers, green onions, sliced boiled eggs or cheese: one of jelly or pudding; canned fruit once per week: ice cream twice per week; either lemonade, kool-aid or freshie.

3. Dinner
Specific: Same as lunch except that each week first line meat shall be beefsteak twice, roast beef once, roast pork once, baked ham once, roast or fried chicken once and roast turkey once.

Variables: Same as lunch except: Canned fruit three times per week, ice cream twice per week.
4. Cold Lunches
A lunch preparation area will be set up when required and shall be stocked with a selection of four of the following assortments of fills daily! Cold roast beef, ham and cold roast pork, prepared meats, tongue, devilled eggs, fish, lettuce, cheese and appropriate dressings. Pickles and three of the following assortment of garnishes shall be provided daily! Celery, carrot sticks, radishes, sliced tomatoes, sliced cucumbers, green onions, and sliced boiled eggs. Cakes, pastries and pies; fresh fruit; tea; coffee; and milk for thermos fillings shall be provided.
5. Fresh Fruit
Fresh fruit shall be available in the dining room at meal hours for employees when leaving the dining room.

VARIETY

1. First-Line8
Beefsteak, cutlets, roast beef, roast pork, baked ham, ham steak, chicken, turkey, pork chops, roast lamb, and roast veal.

- 2. Second-Line:
Fish(must be served on Friday), short ribs, spare ribs, stews, meat pies, curried dishes, spaghetti and meat balls, sausages, tongue, Salisbury steak, swiss steak, ground beef, and corned beef.

- 3. Third-Line:
Hot dogs, omelettes, chili con carne, baked beans, chicken and turkey turnovers, and dishes utilizing leftover meats.